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Tuesday, January 27, 2026, 6:00 PM  
Council Chambers  
One DesCombes Drive  
Broomfield, CO 80020

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## **1. Meeting Commencement**

- 1.A. Pledge of Allegiance
- 1.B. Review and Approval of Agenda

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## **2. Petitions and Communications**

- 2.A. Recognition of Broomfield High School Gymnastics Team
- 2.B. Residential Snow Plow Naming Contest

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## **3. Councilmember Reports**

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## **4. Public Comment**

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## **5. Reports**

- 5.A. Master Services Agreement Quarterly Report - December 2025
- 5.B. Expense Report for Elected Officials- 4th Quarter 2025

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## **6. Consent Items**

- 6.A. Minutes for Approval
- 6.B. Council's Consideration of Event Sponsorships 2026 Slate
- 6.C. Resolution - Social Services Expenditures 2025 Q3  
(Board of Social Services - BSS)
  - Resolution 2026-08-BSS acknowledging Review of Expenditures and Electronic Benefit Transfers for July, August, and September 2025
- 6.D. Resolution - Authorizing an Intergovernmental Agreement to Implement a 9-1-1 Call Handling System
  - Resolution 2026-05 authorizing an Intergovernmental Agreement between Broomfield, City of Westminster, Jefferson County Emergency Communications Authority and ConvergeOne to Purchase and Implement the Carbyne APEX 9-1-1 Call Handling System
- 6.E. Resolution - Vista Pointe Fee Waiver Request
  - Resolution No. 2026-07 approving a fee waiver request for Vista Pointe
- 6.F. Resolution - Outlook Lift Station Final Design Agreement
  - Resolution No. 2026-09 approving the Outlook Lift Station Final Design Agreement

## **7. Action Items**

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- 7.A. Public Hearing - Resolution - North Park Filing No. 2 Replat J Final Plat
  - Resolution No. 2026-13 for North Park Filing No. 2 Replat J Final Plat
- 7.B. Public Hearing - Resolution - North Park Filing No. 7 Final Plat and Site Development Plan
  - Resolution No. 2026-14 for North Park Filing No. 7 Final Plat and Site Development Plan
- 7.C. Resolutions - Nonprofit Amendment Approvals for Department of Human Services
  - Resolution 2026-10 approving the First Amendment to the Agreement with A&I Avenues for Nonprofit Grant Funding
  - Resolution 2026-11 approving the First Amendment to the Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding
  - Resolution 2026-12 approving the First Amendment to the Agreement with Broomfield FISH for Nonprofit Grant Funding
- 7.D. Ordinance - First Reading - 2024 Building Code Update
  - Ordinance No. 2295 updates to the 2024 Building Code
- 7.E. Ordinance - First Reading - Updates to Water Use and Drought Restrictions
  - Ordinance No. 2294 updates Water Use and Drought Restrictions

## **8. Mayor and Councilmember Requests for Future Action**

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## **9. Adjournment**

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The City and County of Broomfield operates without regard to race, color, national origin, ethnicity, citizenship, immigration status, gender, age, sex, sexual orientation, gender identity, gender expression, marital status, source of income, military status, or disability in all programs and activities.

Individuals with disabilities requiring accommodation or persons needing a language interpreter must submit such a request to the City Clerk no later than noon on Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. Please call 303.438.6332 or TDD 303.465.5411 or write [cityclerk@broomfield.org](mailto:cityclerk@broomfield.org) to make your request.

During the meeting, individuals can click the “CC” button on Live Council meeting video feeds to view closed captioning. Auxiliary hearing aid equipment can be requested on the night of the meeting with our AV team located at the back of the Council Chambers.



*Date Posted: January 21, 2026*



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Graham Clark

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM  
**Agenda Category:** Reports  
**Agenda Item:** 5A  
**Subject:** Master Services Agreement Quarterly Report - December 2025

**Goals:** Financial Sustainability and Resilience

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## Overview

[View Correspondence](#) and visit BroomfieldVoice.com (link to project page OR remove if not applicable)  
[View Presentation](#)

Quarterly reporting of approved Master Service Agreements, including utilized budget, as requested for Resolution No. 2025-59.

### **Attachments**

[Memo for Master Service Agreement Budget Report- December 2025.pdf](#)

# Summary

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[Resolution No. 2025-59](#) was authorized by City Council on March 25, 2025, permitting Departments to utilize their authorized budgets through purchase orders, up to the approved budget amount for on-call, on demand and emergency expenditures, with the approval from the City and County Manager, or designee.

Master service agreements with no dollar value have been used as the contracting method, which has increased efficiency for these types of expenditures.

The use of master services agreements are initially non-encumbering zero-sum contracts, and have Broomfield’s standard terms and conditions. Encumbrances of funds occur when any on-call, on demand or emergency services are identified and purchase orders are issued confirming the work, and at that time encumbering any funds.

As part of the approval of this resolution, City Council has requested quarterly reporting of these approved agreements and the budgets being utilized.

## Financial Considerations

Listed below are vendors who received purchase orders, as part of their Master Services Agreements to enter into projects with Broomfield. Columns have been added to reflect the current encumbered funds and the actual recorded financial data for each budget line. These are organized by the budget account code and vendor.

Budget Account Code	Total Budget	Actual Spent Funds	Encumbered Budget	Vendor	MSA Encumbrance	Department - Division	MSA Category	Total Purchase Orders
20-70011-55600	\$1,287,016	\$96,159	\$359,408	Commercial Flooring Services Inc	\$9,580	Public Works-Facilities Maintenance	Flooring Services	2
01-60330-52790	\$179,054	\$11,560	\$139,769	Core & Main LP	\$7,642	Parks - Irrigation	Water and Utility Supplies	1
22-70040-55200	\$1,226,285	\$233,733	\$55,143	Core & Main LP	\$11,400	CIP - Landscaping	Water and Utility Supplies	1
45-70621-55200	\$9,474,620	\$3,783,032	\$1,830,757	Core & Main LP	\$17,120	CIP - Sewer	Water and Utility Supplies	1

Title of Memo: Master Services Agreement Quarterly Report- December 2025  
 Prepared By: Tracy Stibitz, Procurement Contract Administrator

40-36100-52790	\$462,350	\$268,415	\$292,219	Core & Main LP	\$9,204	PW - Instrumentation and Controls	Water and Utility Supplies	1
01-12200-53320	\$472,000	\$126,526	\$350,721	Diversified Body & Paint Shop Inc	\$88,691	Public Works - Fleet Maintenance and Risk Management	Vehicle Body Work Services	5
01-30200-52720	\$462,350	\$268,415	\$292,219	Diversified Body & Paint Shop Inc	\$6,757	Public Works - Fleet Maintenance	Vehicle Body Work Services	1
01-60300-52190	\$79,120	\$11,945	\$48,988	Grandview Landscape Irrigation	\$8,750	Parks - Parks Maintenance	Landscaping and Irrigation	1
01-60360-53690	\$2,644,991	\$938,585	\$1,696,401	Grandview Landscape Irrigation	\$31,320	Parks - Turf Mowing	Landscaping and Irrigation	1
22-70040-55200	\$1,226,285	\$233,733	\$55,143	Grandview Landscape Irrigation	\$11,410	CIP - Landscaping	Landscaping and Irrigation	2
22-70080-55200	\$1,226,285	\$960,933	\$257,813	Grandview Landscape Irrigation	\$16,125	CIP - Drainage & Stormwater	Landscaping and Irrigation	1
20-70090-55200	\$26,174,609	\$9,587,635	\$8,632,911	Grandview Landscape Irrigation	\$7,760	CIP - Transportation	Landscaping and Irrigation	1
20-70091-55200	\$13,324,993	\$531,011	\$10,488,623	Hallmark Inc	\$691,610	CIP - Transportation	Bridge and Guardrail	1
20-70110-55600	\$306,500	\$30,000	\$275,858	High Altitude Equipment	\$196,369	CIP - Parks & Recreation	Battery Powered Lawn Equipment	4
22-70080-55600	\$215,449	\$0	\$181,635	High Altitude Equipment	\$33,872	CIP - Parks & Recreation	Battery Powered Lawn Equipment	1
22-70040-55200	\$1,226,285	\$189,812	\$293,658	L.T.A. Lawn Services LLC	\$156,605	CIP - Landscaping	Landscaping and Irrigation	4

20-70110-55600	\$306,500	\$30,000	\$275,858	Mac Equipment Inc	\$47,427	CIP - Parks & Recreation	Battery Powered Lawn Equipment	1
22-70080-55600	\$215,449	\$0	\$181,635	Mac Equipment Inc	\$95,183	CIP - Parks & Recreation	Battery Powered Lawn Equipment	2
01-30200-52720	\$712,350	\$143,309	\$598,993	Mccandless Truck Center LLC	\$52,395	Public Works - Fleet Maintenance	Vehicle Body Work Services	2
40-36100-53430	\$10,350	\$0	\$13,880	Rexel Usa Inc	\$17,926	Public Works - Water Treatment	Water and Utility Supplies	1
22-70070-55200	\$5,172,552	\$545,026	\$876,806	Richdell Construction Inc	\$86,290	CIP - Trail Improvements	Landscaping and Irrigation	1
22-70040-55200	\$1,226,285	\$189,812	\$293,658	Richdell Construction Inc	\$45,675	CIP - Landscaping	Landscaping and Irrigation	1
20-70011-55600	\$1,287,016	\$8,439	\$494,720	Sport Tech Flooring LLC	\$19,309	Public Works - Custodial Maintenance	Flooring Services	2
24-70080-55200	\$3,512,180	\$775,477	\$563,542	Western States Reclamation LLC	\$5,253	CIP - Parks & Recreation	Landscaping and Irrigation	1

The following vendors were not utilized this quarter.

ABCO Contracting

Colorado Designsapes

Elite Industries

### Prior Council or Other Entity Actions

March 25, 2025 - Council approved [Resolution No. 2025-59](#) authorizing the use of master service agreements and delegating purchasing authority to the City and County Manager or her designee for specific vendors' on-call, on demand and emergency expenditures in excess of \$200,000.

Title of Memo: Master Services Agreement Quarterly Report- December 2025  
Prepared By: Tracy Stibitz, Procurement Contract Administrator

## **Boards and Commissions Prior Actions and Recommendations**

NA

## **Proposed Actions / Recommendations**

The Procurement team welcomes questions and comments from the City Council.

## **Alternatives**

NA



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Ashandra Corman

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM  
**Agenda Category:** Reports  
**Agenda Item:** 5B  
**Subject:** Expense Report for Elected Officials- 4th Quarter 2025

**Goals:** N/A

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## Overview

[View Correspondence](#)

[View Presentation](#)

The fourth quarter report for Council's 2025 training and travel expenses and community relations events.

### **Attachments**

[Expense Report for Elected Officials - 4th Quarter 2025.pdf](#)

[2025 EXPENSE REPORT FOR ELECTED OFFICIALS - 2025 \(8\).pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Sections 3.10(b) of the City Council’s [Expense Policy for Elected Officials](#) states that after attending a training or travel event, each elected official shall provide a written or oral report.

If a Councilmember submitted a written report regarding conferences and travel, they are available on Broomfield’s [website](#).

Section 3.10(c) of the City Council’s Expense Policy for Elected Officials requires quarterly reports by the finance department regarding current expenses for training and travel, and community relations activities.

Attached is the fourth quarter report for Council’s 2025 training and travel expenses and community relations events.

It should be noted that the Mayor and Councilmembers may share allocations with other Councilmembers not to exceed the overall budgeted amount (\$76,000); transfers between Councilmembers are captured under Budget Transfers/Adjustments.

In this quarter, \$8,031.42 of the Travel and Training Budget was used with the Council’s permission and pursuant to their policies. These expenditures did not cause the Council to exceed the overall budget of \$76,000.

Quarter 1 (January 1 - March 31, 2025): \$23,392.95 used

Quarter 2 (April 1 - June 30, 2025) \$11,043.83 used

Quarter 3 (July 1 - September 30, 2025) \$3,775.58 used

Quarter 4 (October 1 - December 31, 2025) \$8,031.42 used

Total used in 2025: \$46,243.78 with a remaining balance of \$29,756.22

## Financial Considerations

The total 2025 budget for the Mayor’s and Council’s Training & Travel and Community Relations expenses is \$76,000, as broken down below:

Annual Training & Travel Allowance for the Mayor	\$10,000.00
Annual Training & Travel Allowance for 10 Councilmembers (\$6,000 per Councilmember)	\$60,000.00
Annual Community Relations Allowance for the Mayor	\$1,000.00
Annual Community Relations Allowance for 10 Councilmembers (\$500 per Councilmember)	\$5,000.00
<b>Annual Total</b>	<b>\$76,000.00</b>

It is important to note that in the Expense Policy, these line items are not provided but for tracking purposes; Training & Travel and Community Relations expenses are tracked separately due to IRS policies for training and travel expenses.

## **Prior Council or Other Entity Actions**

The City Council approved [Resolution No. 2008-133](#), adopting an Expense Policy for Elected Officials on July 8, 2008.

The City Council approved [Resolution No. 2010-92](#), revising the Expense Policy for Elected Officials on July 13, 2010.

The City Council approved [Resolution No. 2018-181](#), revising the Expense Policy for Elected Officials on December 11, 2018.

The City Council approved [Resolution No. 2025-09](#), revising the Expense Policy for Elected Officials on January 14, 2025.

## **Boards and Commissions Prior Actions and Recommendations**

N/A

## **Proposed Actions / Recommendations**

N/A - Information Only

## **Alternatives**

N/A



Chamber Event	\$35.00			\$35.00								\$70.00
May Mileage	\$121.26				\$111.77							\$233.03
Metro Area County Commissioners Meeting Parking and Mileage						\$23.83						\$23.83
June Mileage	\$117.65				\$56.95	\$12.59						\$187.19
February and March Mileage and Parking									\$98.36			\$98.36
Meeting with Stan Jezierski	\$31.16											\$31.16
Meeting with Jack Castellano	\$29.28											\$29.28
July Mileage and Parking	\$144.24				\$111.15	\$70.88						\$326.27
Meeting with Mark Braman And Sherry Burkhard	\$39.08											\$39.08
A Precious Child Luncheon and Fashion Show Ticket				\$129.54								\$129.54
Meeting with Brad Rothman					\$6.68							\$6.68
Event Food					\$86.65							\$86.65
August Mileage	\$81.21				\$105.22	\$77.86						\$264.29
Meeting with Reverend Broderick Greer from Holy Comforter Church	\$44.40											\$44.40
Meeting with Asta Clemson	\$41.47											\$41.47
Scouting Colorado Vale La Pena Sponsorship	\$500.00											\$500.00
Rocky Mountain Equality Teen Program Sponsorship	\$250.00											\$250.00
EmpowHer Chamber Event					\$85.00							\$85.00
September Mileage	\$63.11				\$57.62	\$37.66						\$158.39
October Mileage	\$127.00				\$88.98	\$31.35						\$247.33
Meeting with CM Delgadillo	\$34.01											\$34.01
Meeting with RTD Director					\$14.03							\$14.03
Meeting with First Responder					\$39.02							\$39.02
Meeting with Westminster Mayor-Elect	\$30.59											\$30.59
November Mileage	\$56.67					\$67.13						\$123.80
Meeting with Kristin Hyser- BHA Delaney Coe- Almost Home Marrrty Dormish- Housing task force	\$112.30											\$112.30
Meeting with Broomfield Chamber President Pat Montacelli	\$42.75											\$42.75
December Mileage	\$55.21											\$55.21
												\$0.00
<b>Total</b>	<b>\$2,792.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$164.54</b>	<b>\$1,630.30</b>	<b>\$321.30</b>	<b>\$0.00</b>	<b>\$46.53</b>	<b>\$0.00</b>	<b>\$98.36</b>	<b>\$0.00</b>	<b>\$5,053.07</b>
<b>Training and Travel Expenses</b>												
<b>NACo Legislative Conference</b>												
<b>March 1-4, 2025 - Washington D.C.</b>												
Registration					\$590.00				\$530.00		\$530.00	\$1,650.00
Hotel					\$1,362.40				\$1,594.31		\$1,502.66	\$4,459.37
Air/Transport.					\$551.36				\$536.96		\$424.07	\$1,512.39
Mileage					\$40.07							\$40.07
Meal / Per Diem					\$409.00				\$337.00		\$337.00	\$1,083.00
Misc. /Ride Share					\$164.90							\$164.90
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,117.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,998.27</b>	<b>\$0.00</b>	<b>\$2,793.73</b>	<b>\$8,909.73</b>



	Misc.												\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$1,052.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,342.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,394.60</b>
<b>CML Executive Board Retreat July 10-12, 2025- Grand Junction, CO</b>													
	Registration												\$0.00
	Hotel									\$392.00			\$392.00
	Air/Transport.												\$0.00
	Mileage									\$348.40			\$348.40
	Meal / Per Diem									\$19.00			\$19.00
	Misc.												\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$759.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$759.40</b>
<b>CCAT Summer Retreat August 7-8, 2025- Avon, CO</b>													
	Registration								\$106.23		\$106.23		\$212.46
	Hotel								\$322.56		\$186.95		\$509.51
	Air/Transport.								\$28.50				\$28.50
	Mileage										\$158.12		\$158.12
	Meal / Per Diem								\$87.00				\$87.00
	Misc.												\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$544.29</b>	<b>\$0.00</b>	<b>\$451.30</b>	<b>\$0.00</b>	<b>\$995.59</b>
<b>CCAT Fall Retreat November 13, 2025- Aurora, CO.</b>													
	Registration						\$106.23		\$106.23		\$106.23		\$318.69
	Hotel										\$127.92		\$127.92
	Air/Transport.												\$0.00
	Mileage								\$74.24		\$35.24		\$109.48
	Meal / Per Diem												\$0.00
	Misc.												\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$106.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$180.47</b>	<b>\$0.00</b>	<b>\$269.39</b>	<b>\$0.00</b>	<b>\$556.09</b>
<b>CCI Winter Conference December 1-3, 2025- Westminster, CO.</b>													
	Registration						\$455.78						\$455.78
	Hotel												\$0.00
	Air/Transport.												\$0.00
	Mileage												\$0.00
	Meal / Per Diem												\$0.00
	Misc.												\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$455.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$455.78</b>
<b>NLC City Summit 2025 November 20-22, 2025 - Salt Lake City, Utah</b>													
	Registration									\$1,015.00		\$885.00	\$1,900.00
	Hotel									\$1,123.52		\$1,759.39	\$2,882.91
	Air/Transport.									\$395.96		\$151.95	\$547.91





# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** {{presentedBy}}

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM  
**Agenda Category:** Consent Items  
**Agenda Item:** 6G  
**Subject:** Minutes for Approval

**Goals:** N/A

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## Overview

[View Correspondence](#) and visit BroomfieldVoice.com (link to project page OR remove if not applicable)  
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Approval of Minutes for Regular Council Meeting of January 13, 2026.

### **Attachments**

[Minutes of January 13, 2026.pdf](#)

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

January 13, 2026, 6:00 PM - January 13, 2026, 9:28 PM

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### Roll Call: *(The following members were in attendance)*

- **Guyleen Castriotta**, Mayor
- **Kenny Van Nguyen**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2 (Remote)
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Sarah Braun**, Ward 3
- **Laurie Anderson**, Ward 4
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

### Also Present:

- Jennifer Hoffman, City and County Manager
- Anna Bertenzetti, Deputy City and County Manager
- Dan Casey, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Tasha Reynolds, City and County Clerk Administrator
- And various staff members

The Mayor called a recess at 8:25 p.m. The meeting reconvened at 8:35 p.m.

## 1. Meeting Commencement

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1.A. Pledge of Allegiance- 6:04 PM

1.B. Review and Approval of Agenda- 6:05 PM

## 2. Petitions and Communications

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### 3. Councilmember Reports

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### 4. Public Comment

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### 5. Reports

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5.A. 2026 Colorado General Assembly Legislative Session Preview

### 6. Consent Items

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Councilmember Nguyen moved to approve Consent Items 6A-6D. The motion was seconded by Councilmember Anderson, and passed 10-0.

6.A. Minutes for Approval - 7:09 PM

6.B. Resolution - Designating the Public Place for Posting Notices of Public Meetings - 7:09 PM

6.C. Resolution - Continuation of the Tenant-Based Rental Assistance (TBRA) Program- 7:09 PM

6.D. Resolution - Intergovernmental Agreements with the Colorado Judicial Department for the annual provision of a juror list - 7:09 PM

### 7. Action Items

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7.A. Public Hearing-Ordinance Second Reading -Approving a Business Investment Agreement with GLC Health Ventures, LLC- 7:13 PM

Public Hearing was opened at 7:14 PM and closed at 7:15 PM

Councilmember Delgadillo moved to approve on second reading and order published by title Ordinance No. 2282 approving a Business Investment Agreement with GLC Health Ventures, LLC. The motion was seconded by Councilmember Nguyen and passed 10-0.

7.B. Public Hearing - Ordinance - Second Reading - Update Landscape Code - Non-Functional Turf- 7:16 PM

Public Hearing was opened at 7:17 PM and closed at 7:20 PM

Councilmember Nguyen moved to approve on second reading and order published by title Ordinance No. 2291 updating the Landscape Code, Chapter 17-70 relating to turf and other related revisions. The motion was seconded by Councilmember Delgadillo and passed 10-0.

7.C. Ordinance First Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles- 7:21 PM

Councilmember Anderson moved to approve on first reading and order published in full Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles. The motion was seconded by Mayor Pro Tem Lim and passed 9-1, Councilmember McKenzie opposed.

7.D. Ordinance First Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield- 8:36 PM

Councilmember Nguyen moved to approve on first reading and order published in full Ordinance No. 2283 amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield . The motion was seconded by Councilmember Delgadillo and passed 8-2, Councilmember Cohen and Councilmember Henkel opposed.

**8. Mayor and Councilmember Requests for Future Action**

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**9. Adjournment**

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**APPROVED:**

\_\_\_\_\_  
Mayor Castriotta

\_\_\_\_\_  
Office of the City and County Clerk



**B. Council's Consideration of Event Sponsorships 2026 Slate**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:00 PM	Consent Items Item: 6B.
Presented By	
Kelli Cole, Executive Office Manager	
Community Goals	

## Overview

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On December 10, 2024, Council approved Resolution No. 134, modifying Council's Event Sponsorship Policy and directing that staff prepare yearly memos that contain a slate of event sponsorship opportunities for the year consistent with prior Council event sponsorships or based upon current known requests for Council's review and consideration. With this memorandum, staff is bringing forth a slate of 2026 nonprofit events for Council's approval.

These are the requests gathered to date via a form sent to representatives from organizations which Council has sponsored events for in the recent past. These are organizations that are based in Broomfield or directly serve Broomfield residents. Funding for each event is capped at \$3,500 and there can be only one event sponsorship per year per organization.

### **Attachments**

[Memo for City Council Event Sponsorships - 2026 Slate.pdf](#)

# Summary

[View Correspondence](#)

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On December 10, 2024, Council approved Resolution No. 134, modifying Council’s Event Sponsorship Policy. The resolution directed that, each year, staff prepare a memo that contains a slate of event sponsorship opportunities for the year consistent with prior Council event sponsorships or based upon current known requests for Council’s review and consideration.

With this memorandum, staff is bringing forth a slate of 2026 nonprofit events for Council’s approval. These are the requests gathered to date via a form sent to representatives from organizations which Council has sponsored events for in the recent past. These are organizations that are based in Broomfield or directly serve Broomfield residents. Funding for each event is capped at \$3,500 and there can be only one event sponsorship per year per organization.

Staff recommends the event sponsorship amounts listed in the table below. These recommendations are based on the historical support, the request for 2026, and sponsorship tier levels for the events.

Nonprofit Organization	Event	Proposed Sponsorship Amount
Almost Home	Spring Out of Homelessness	-\$1,000
Bal Swan Children’s Center	Bal Swan Ball	-\$3,000
Broomfield Community Foundation	Heart of Broomfield	-\$1,000
Broomfield Council on the Arts & Humanities	Starry Night Out	-\$950
Broomfield Early Childhood Council	Big Broomfield Play Date	-\$1,500
Broomfield Crossing Rotary Foundation	Broomfield Brain Trust Trivia Night	-\$400
Broomfield FISH	Embracing Hope Luncheon	-\$2,500
CASA of Adams and Broomfield Counties	Light of Hope Luncheon	-\$3,500
Clinica Family Health & Wellness (formerly Mental Health Partners)	Community Breakfast	-\$500
Colorado Conservatory of Dance	Nutcracker	-\$2,500
Five Star Education Foundation	Five Star Classic	-\$3,500
FRIENDS of Broomfield	Fabulous Friend yearlong sponsorship, including	-\$3,000

Nonprofit Organization	Event	Proposed Sponsorship Amount
	Luncheon and Fashion Show and Variety Show	
Grant A Dream	A Night of Dreams Gala	-\$2,500
A Precious Child	MidSummer Night's Dream Gala	-\$3,500
Ralston House Child Advocacy Center	Biers & Brats	-\$3,000
Rocky Mountain Partnership	State of the Partnership Luncheon	-\$2,500
<b>Projected Expense</b>		<b>-\$34,850</b>

If the slate is approved, staff will forward each event's information to Council at the appropriate time, prior to the events. As an administrative matter, Council can RSVP and determine who will attend these events.

Should a new event arise that is not part of this slate or hasn't been sponsored in the past and there remains funds in the event sponsorship budget, staff will bring that request(s) to Council for formal consideration as part of the consent agenda at a future meeting.

### Financial Considerations

As shown in the sources and uses of funds summary below, the entire slate can be approved within the budgeted amount, with a reserve remaining for opportunities not included in this slate.

Sources and Uses of Funds	Amount
City Council Community Sponsorships (01-11100-53460)	\$40,000
<b>Total Slate Expense</b>	<b>-\$34,850</b>
<b>Projected Balance</b>	<b>\$5,150</b>

### Prior Council or Other Entity Actions

[April 2, 2024](#) Council discussion regarding Rules and Procedures.

[December 10, 2024](#) Council approved Resolution No. 2024-134 which approved Council's Event Sponsorship Policy

[January 28, 2025](#) Council approved the 2025 slate of sponsorships.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the event sponsorships listed above, the appropriate motion is...  
**That the event sponsorships listed in the table be approved.**

## Alternatives

Council can decide not to approve the slate as a whole, or to revise any event sponsorship in this slate.



**C. Resolution - Social Services Expenditures 2025 Q3**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:00 PM	Consent Items Item: 6C.
Voted By Board	Presented By
Board of Social Services - BSS	Lisana Muñoz, Director of Human Services
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

Each quarter, Human Services staff report to the City Council, sitting as the Board of Social Services, financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for the third quarter of 2025 with comparisons of activity over a rolling 12-month period and over three state fiscal years.

### **Attachments**

[Memo for Electronic Benefit Transfers for 3rd Quarter 2025.pdf](#)

[Resolution No. 2026-08-BSS.pdf](#)

## Summary

### [View Correspondence](#)

Each quarter, Human Services staff report to the City Council, sitting as the Board of Social Services pursuant to C.R.S. 26-1-116(1)(2), financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for the third quarter of 2025. Graphics of programmatic and financial activity are shown in Tables A through G incorporated throughout the memo.

DHS administers the following programs on behalf of the State of Colorado:

1. Colorado Works/Temporary Assistance to Needy Families (TANF)
2. Food Assistance - Supplemental Nutrition Assistance Program (SNAP)
3. Health First Colorado (Medicaid)
4. Colorado Child Care Assistance Program (CCCAP)
5. Adult Financial Programs
6. Child Support Services
7. Child Welfare
8. Adult Protective Services

In addition, DHS staff report benefit payments and unduplicated households served for Broomfield residents who participate in the Low Income Energy Assistance Program (LEAP). Goodwill now handles administrative functions during the LEAP season.

## Trends in Human Services Programs

DHS provides assistance to Broomfield families to meet their daily needs with human services benefits, including food and medical benefits, cash assistance through the CO Works/TANF program, child care assistance, unemployment and job search assistance, health and wellness resources, and rent and housing support. This report details client data and electronic benefit transfer expenditures for the rolling 12-month period from October 2024 to September 2025, with comparative analysis across state fiscal years 23/24, 24/25, and 25/26.

The passage of [H.R. 1](#) - along with other recent Colorado legislation created a need to review how human service departments operate throughout the state. Discussions began in 2025 with State leadership on strategies to minimize the impact on county departments of human services and to improve efficiencies throughout the system. H.R. 1 will have the greatest impact on the Supplemental Nutrition Program (SNAP) and the Medicaid Program for human services clients. Almost every human services program has or will be affected to some degree by the cumulative effect of recent state and federal legislation. Operational changes will be examined and reexamined over the next two years as many of the requirements of H.R. 1 become effective. These changes are discussed in the following sections.

## Colorado Works (a/k/a TANF)

As one of the most flexible funding streams in human services, CO Works/TANF dollars support case managers in assisting eligible low-income families with a wide range of basic needs. [House Bill 22-1259](#) (HB1259) significantly reshaped the CO Works/TANF program by increasing basic cash assistance (BCA) grants and easing participant work requirements. To soften the financial impact on counties, HB1259 initially relied

on state Long-Term Works Reserves and state general fund dollars; however, beginning in December 2024, counties became responsible for one-sixth of the increased costs.

Additional legislation further draws on state and county TANF reserves. [Senate Bill 24-008](#) expands support for kinship foster care homes, while [House Bill 24-1431](#) establishes a program to provide stable housing assistance for survivors of abuse. Together, these measures place growing strain on a federal block grant that has not been increased since its inception in 1996.

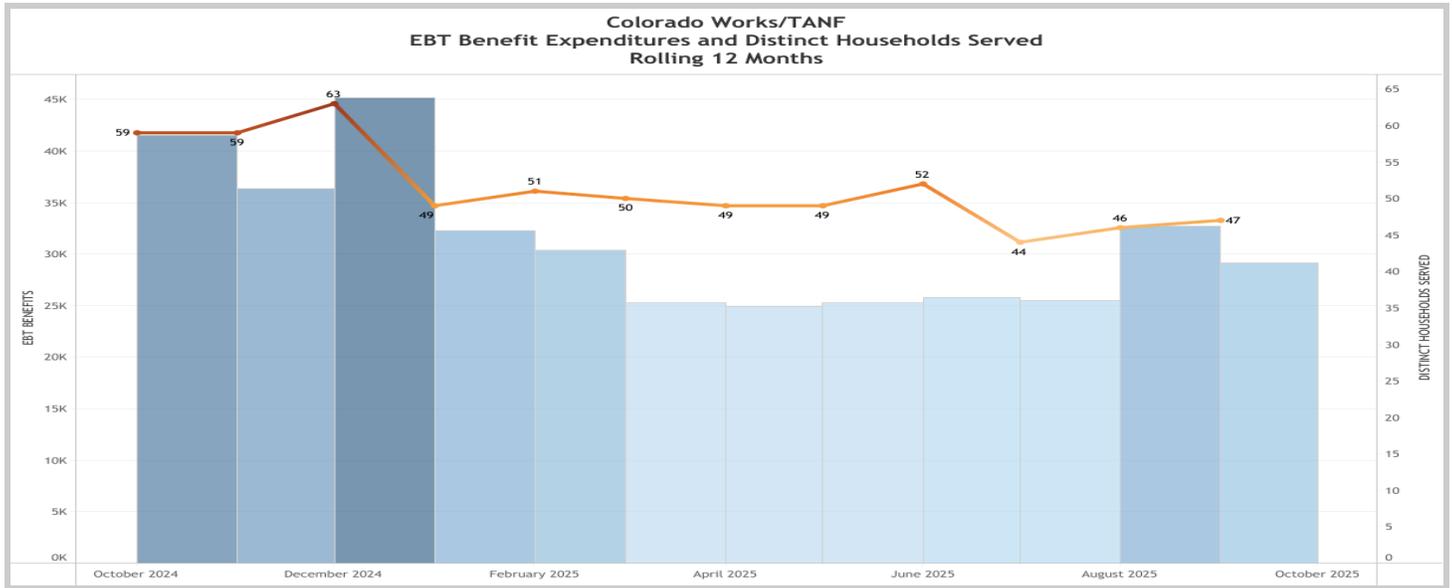
With no federal increase to the TANF block grant—and state legislation placing additional demands on both the federal block grant and the state Long-Term Works Reserve—these funding sources are becoming financially unsustainable. HB1259 raised BCA grants by ten percent in 2022 and instituted ongoing cost-of-living adjustments beginning in state fiscal year 24/25 to help low-income families meet basic needs. As a result, total BCA expenditures throughout Colorado continue to rise. They are projected to surpass the annual federal block grant amount of \$136.1 million by state fiscal year 29/30, leaving no remaining funding for supportive services or transfers to child care or child welfare programs in the event these allocations are overexpended.

The Colorado Department of Human Services (CDHS) is proposing a separate appropriation for BCA grant payments and managing the appropriation at the state level. CDHS staff believe creating a separate appropriation for BCA would stabilize BCA funding and mitigate payment disruptions if an individual county's TANF/CO Works reserves fall below required levels. CDHS staff are also proposing a two-year statutory pause on the required cost-of-living adjustment to provide some short-term relief to the anticipated increase in BCA payments exceeding the federal TANF grant award in the future.

For many years, counties have been able to retain TANF county reserves at 40% of their allocation. Broomfield DHS has been judicious in retaining TANF county reserves at the maximum level allowed for future use in the event of an economic downturn or extreme caseload growth. CDHS staff are proposing reducing the county TANF reserve cap from 40% of allocation to 20% of allocation. Both the proposal to create a separate appropriation for BCA grant payments and reducing the county reserve cap from 40% of allocation to 20% of allocation are concerning to county leadership across the state. The separate appropriation for BCA would decrease county TANF/CO Works allocations significantly. Additionally, allowing counties to retain only 20% of their diminished allocation would impact the amount of county reserve dollars available for use in times of extreme need.

DHS continues to see decreases in the number of households served in the CO Works/TANF program. Year-to-date, households served decreased 13.99% from 143 unique households served from January to September 2024 to 123 unique households served through September 2025. DHS staff believe this decrease is an anomaly and anticipates serving an increasing number of CO Works/TANF households if job layoffs continue. Table A below details the monthly EBT expenditures for CO Works/TANF, encompassing basic cash assistance grants, supportive services payments, and expenditures required by HB1259, along with the corresponding number of distinct households served across a rolling 12-month period.

Table A



Sources: CO Financial Management System, CO Benefits Management System

## Food Assistance (SNAP) and Health First Colorado (Medicaid)

As discussed in our 2nd quarter 2025 EBT Memo, H.R. 1 will have a significant impact on the SNAP and Medicaid programs as well as county departments of human services. For the SNAP program, counties can anticipate:

- Increased administrative workload;
- Higher demand for local safety-net services;
- Greater financial pressure on state and county budgets;
- Disruptions for vulnerable populations, particularly non-citizens and adults subject to more stringent work requirements.

Following is a list of some of the anticipated impacts of H.R. 1 on the Medicaid program for Colorado residents:

- Approximately 377,000 Colorado residents will be negatively affected by the new rules with a projected 150,000 residents losing Medicaid coverage due to administrative and compliance barriers;
- New work requirements of 80 hours per month will be required for adults aged 19-64 with 245,000 Colorado Medicaid enrollees expected to fall under these requirements;
- Eligibility checks will be required every six months rather than annually driving higher administrative costs with no additional federal funding;
- Financing and compliance rule changes create cost shifts from the federal government to state and local systems.

H.R. 1 will have far reaching impacts on both Colorado’s Food Assistance/SNAP and Medicaid programs over the next several years. Increased work requirements and more frequent eligibility checks for clients will increase workload for eligibility technicians across the state. Funding arrangements for these functions will also change dramatically as the cost sharing will shift more to the states. Currently, the federal government covers 50% of the cost of administering the Food Assistance/SNAP program in Colorado. Beginning in federal fiscal year 26/27, the federal government will cover only 25% of the cost to administer the Food Assistance/SNAP program. Under current statute, the remaining 25% of administrative costs will be fully borne by the State of Colorado. CDHS calculates this increased obligation at \$25.7 million in state fiscal

year 26/27 and \$34.1 million in state fiscal year 27/28. Medicaid will see massive cuts in federal funding for direct services to Colorado Medicaid clients but, at this time, no cuts to administrative funding are contemplated. Due to the impact on the state budget, CDHS and HCPF have investigated other county-administered, state-supervised states and are currently proposing a shared services and districting model for all Colorado counties.

CDHS and HCPF will partner on two of three shared service models under consideration:

1. Tier 1 Call Center - This proposal creates a statewide call center for all eligibility-related calls for CO Benefits Management System (CBMS) programs. Counties can bid on the centralized call center which will include staffing for over 250 FTEs as call center agents. The selected county will contract with the State for the service and be responsible for implementation of the Tier 1 call center whose agents could process applications, renewals, and case changes over the phone. Unresolved calls would escalate to the appropriate county which would act as a Tier 2 call center for more complex inquiries.
2. Central Document Scanning - This proposal creates a central scanning center where all documents not physically dropped off at the county site would be scanned, indexed, and assigned to the appropriate county.

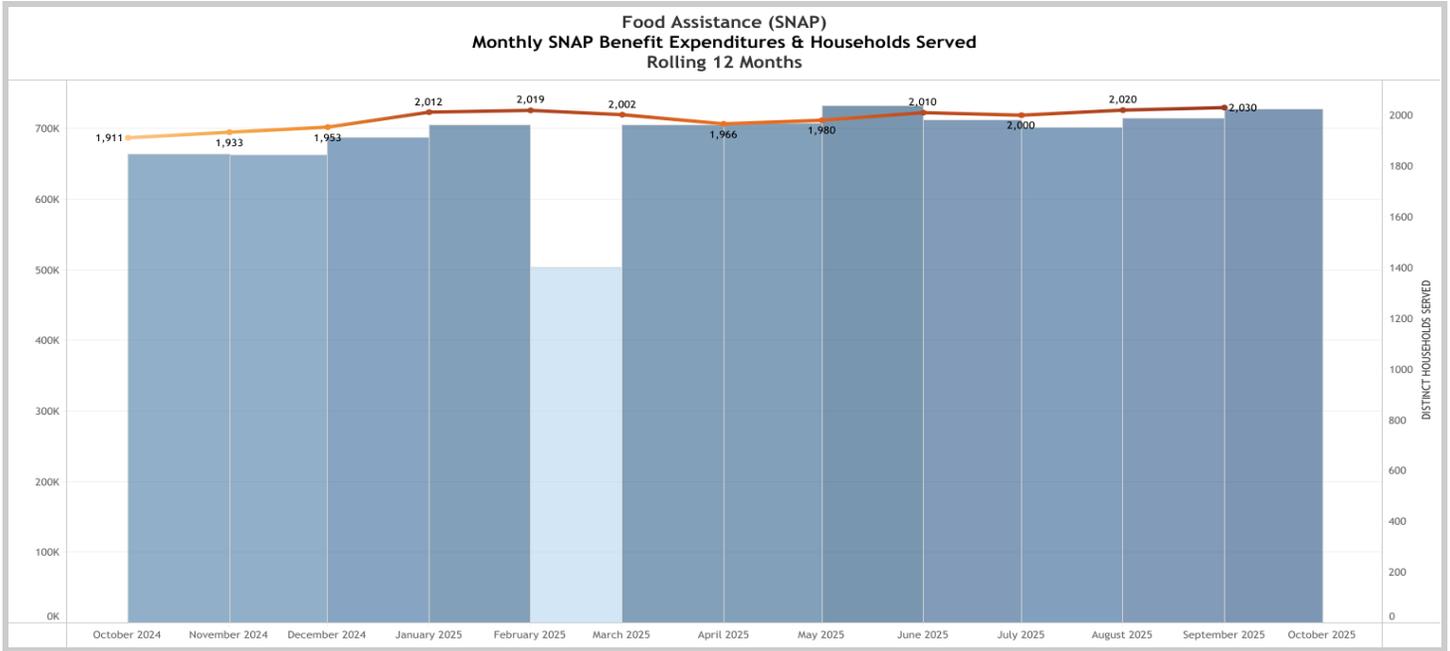
For the third shared service, HCPF proposes a Member Case Integrity (MCI) shared service which would conduct fraud investigations under the direction of HCPF for fraud recovery statewide. Fraud recovery funds would be reinvested into the MCI shared service.

CDHS and HCPF are also proposing a districting model modeled after Wisconsin's county-administered, state-supervised structure for all programs administered through CBMS. Under this approach, Colorado counties would be grouped into eleven regional districts, with one county in each region designated as the District Hub. The Hub county would be responsible for policy development, monitoring accuracy and timeliness, and distributing funds to counties within its district. Regional counties would enter into performance-based contracts with their District Hub to outline county-specific needs and expectations.

The proposed implementation of the district model would begin in state fiscal year 26/27, with full statewide adoption anticipated in 2028. CDHS and HCPF have included both a shared services request and a supplemental request related to the districting model in the Governor's proposed budget for state fiscal year 26/27. State and county leaders are expected to continue active discussions over the next 18 months as budget considerations and operational details are further refined.

Broomfield DHS continues to see increases in the number of Food Assistance/SNAP households served. Food Assistance/SNAP unduplicated households increased 3.55% from 2,813 unique households served in the first nine months of 2024 as compared to 2,913 unique households served through September 30, 2025. Table B below shows the monthly SNAP benefits paid for a rolling 12-month period, October 2024 to September 2025, along with the distinct number of households served in each month. In the 12 months shown in Table B, \$8,220,718 of SNAP benefits were issued to Broomfield residents.

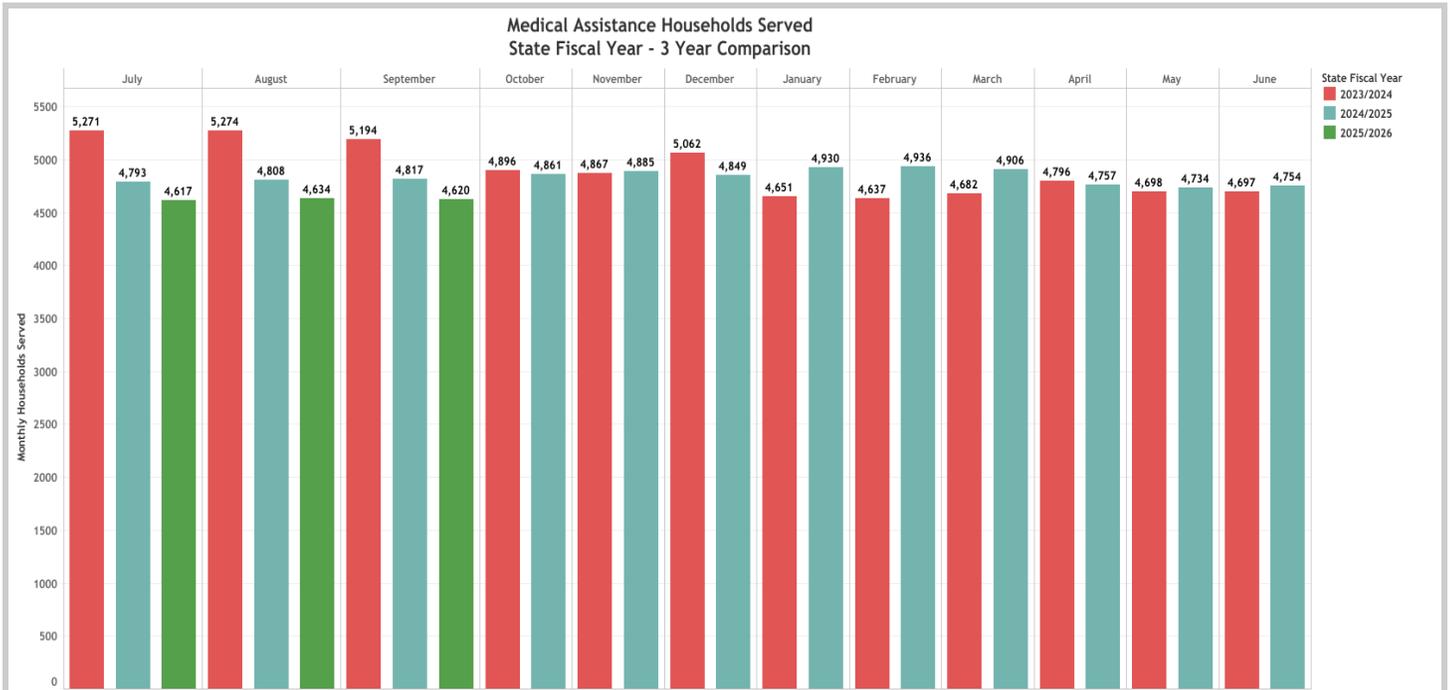
Table B



Sources: CO Financial Management System, CO Benefits Management System

In the first nine months of 2025, Broomfield DHS continued to see a decrease in the number of households eligible for Medicaid. DHS staff served 6,143 Medicaid households from January 1 to September 30, 2025 as compared to serving 6,491 Medicaid households in the same period in 2024, a 5.36% decrease. Table C below shows the number of Medicaid households served monthly over three state fiscal years.

Table C



Sources: CO Benefits Management System

## CO Child Care Assistance Program (CCCAP), Child Support Services, Child Welfare, and Adult Protection

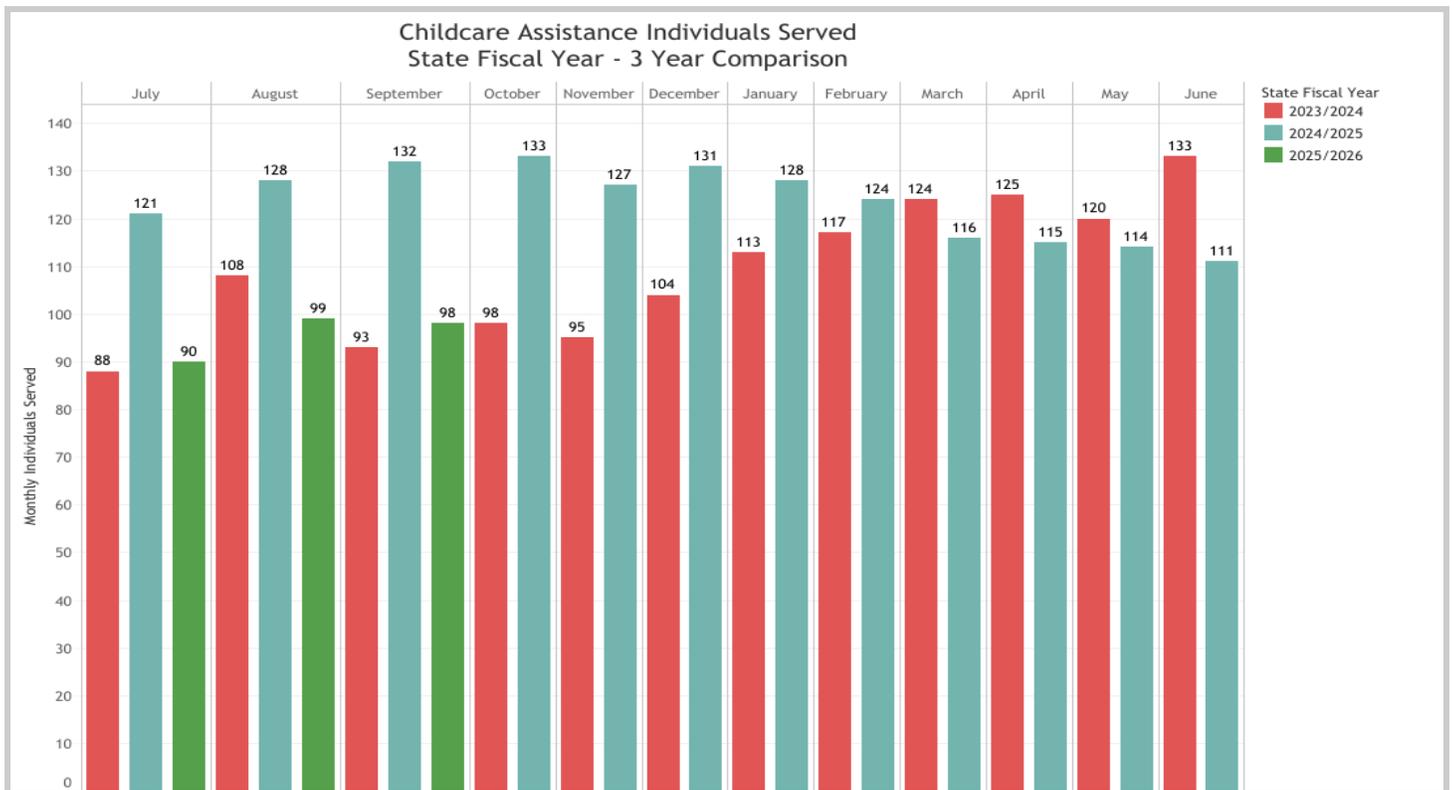
Colorado departments of human services will continue to manage their child care, child support, child welfare, and adult protection programs independently outside the proposed district hub model.

### CCCAP

DHS staff acted swiftly when its Colorado Child Care Assistance Program (CCCAP) allocation was projected to be significantly overspent in SFY 24/25, implementing a freeze on participation in the program for new participants in November 2024. With the freeze, DHS staff began to see a decrease in the number of children enrolled in the program from highs in June 2023 and October 2024 of 133 children receiving CCCAP benefits to a low of 90 children receiving CCCAP benefits in July 2025 as some children naturally dropped off the program. With the decrease in children enrolled in the program, direct provider payments have also begun to decrease. DHS' CCCAP allocation for SFY 25/26 is \$1,102,811 and current projections indicate that DHS will remain within its allocation for the current fiscal year.

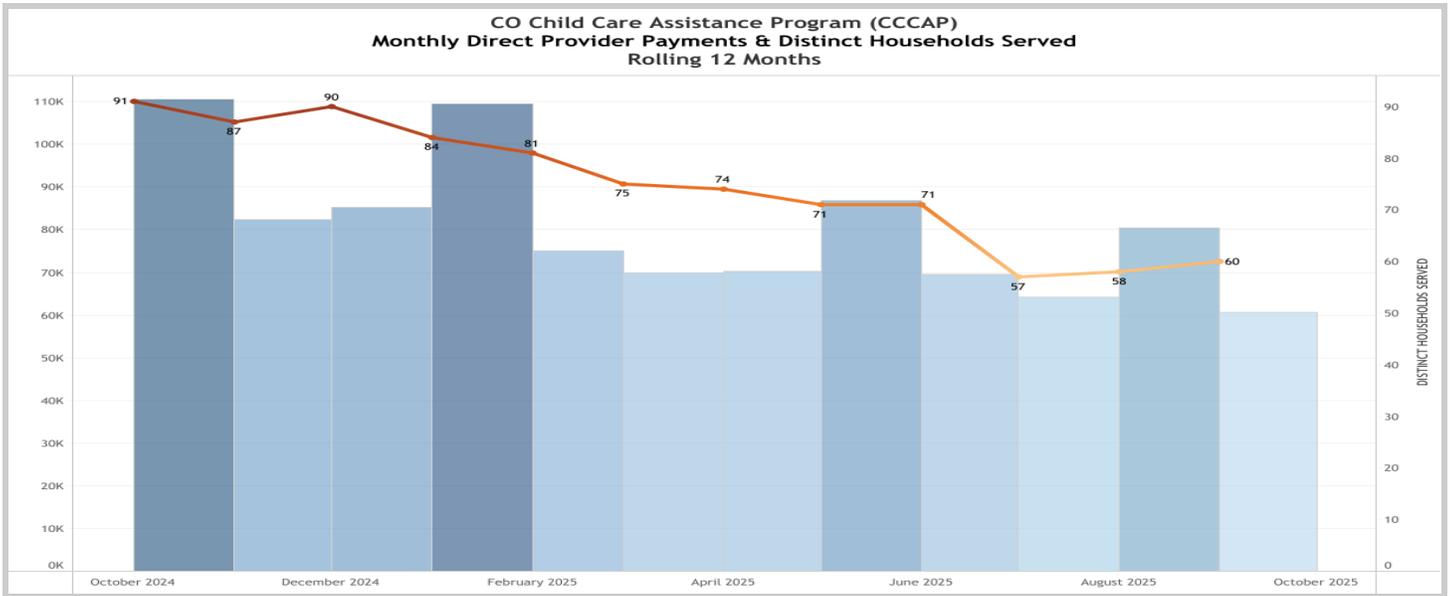
Table D below shows the number of CCCAP children served over three state fiscal years. Note the gradual decline in children served after the freeze was implemented in November 2024. Table E shows the decline in CCCAP households served and the corresponding decline in CCCAP provider benefit payments for a rolling 12-month period from October 2024 to September 2025.

Table D



Sources: CO Financial Management System, Child Care Automated Tracking System

Table E

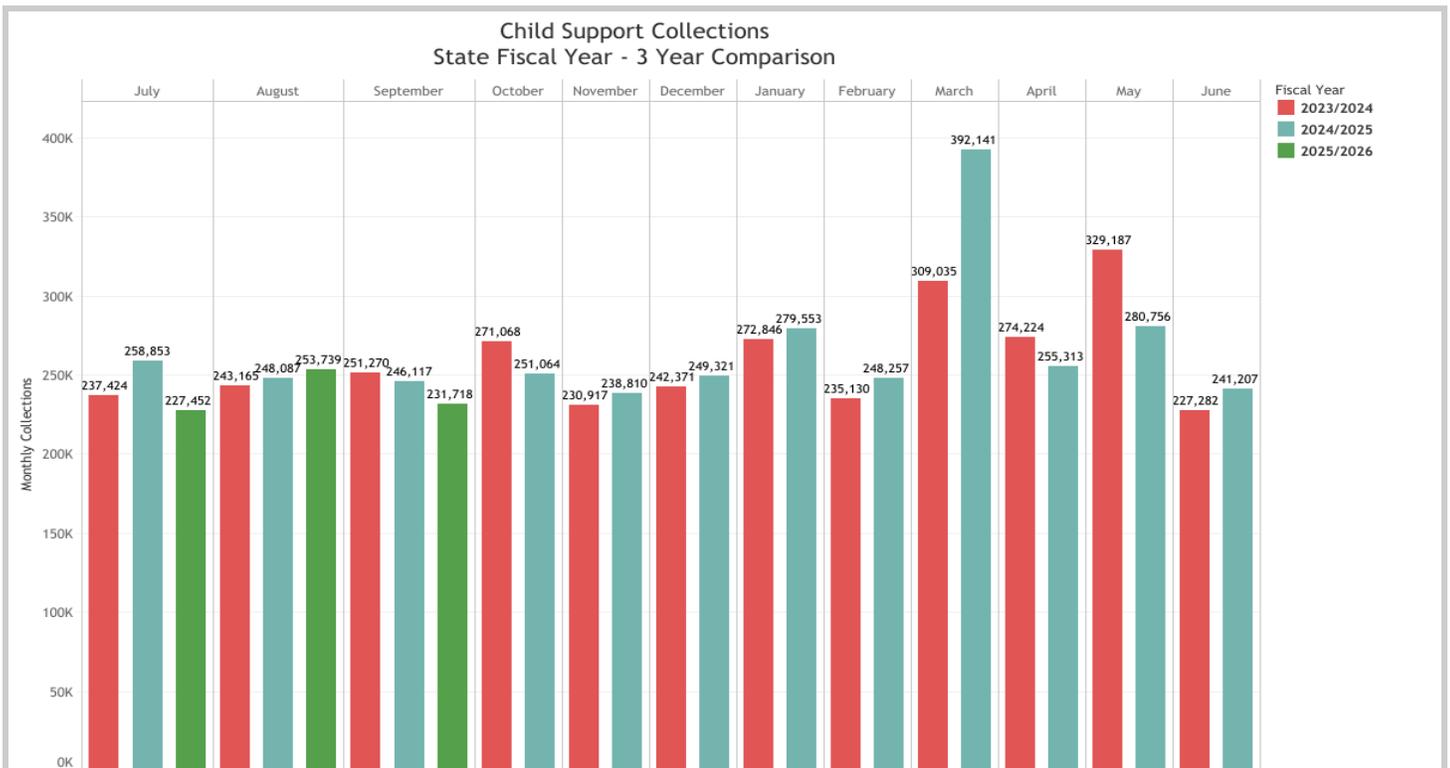


Sources: CO Financial Management System, Child Care Automated Tracking System

### Child Support Services

DHS’ child support services unit continued their consistent and excellent work throughout 2025 serving 980 households through the first nine months of the year. This unit assures that children receive financial and medical support from each parent by establishing paternity and support obligations and, subsequently, enforcing those obligations. Table F below shows DHS’ child support collections over three fiscal years ensuring financial stability for custodial parents and their children.

Table F



Source: CO Automated Child Support Enforcement System

## Child Welfare and Adult Protective Services

DHS' Child, Adult, and Family Services (CAFS) Division works to ensure child safety and safety for vulnerable adults. CAFS staff faced a variety of challenges over the past year, from devoting many intensive staff hours to a number of high acuity youth to operationalizing recent legislative changes. DHS' CAFS staff continue their efforts in prevention work, offering supportive services to struggling families, children, youth, and vulnerable adults. CDHS child welfare and adult protective services finance staff continue to engage with counties to identify drivers of child welfare and adult protection expenditures and work to determine the best allocation methodologies for the limited amount of child welfare block and adult protection funding.

DHS leadership continues to watch child welfare block and core services expenditures closely with the intent of living within the allocations. Drivers of the increase in child welfare costs are improved salaries for DHS child welfare staff, placements for high acuity youth, and a variety of legislative requirements enacted in 2024. In particular, [House Bill 23-1027](#) (HB23-1027), Concerning Family Time Provided Pursuant to the Children's Code for children and youth placed outside of the home had a significant impact on Broomfield's child welfare core service allocation throughout SFY 24/25. After some adjustments to practice in the CAFS division during 2025, family time costs have begun to decrease.

### Third Quarter 2025 In Summary

As discussions began among state and county leaders around shared services and districting, Broomfield DHS staff compiled DHS' key performance indicators around eligibility programs to demonstrate the Department's strong commitment to federal timeliness standards. DHS staff served a slightly lower number of public assistance clients through September 30, 2025 as compared to September 30, 2024. The Department served 7,455 unduplicated public assistance households in the first nine months of 2025 as compared to serving 7,725 unduplicated public assistance households in the time period in 2024, a 3.50% decrease. The Department saw increases in households served in Food Assistance/SNAP and Adult Financial programs. There were decreases in households served in CO Works/TANF, Medicaid, CCCAP, Low Income Energy Assistance Program (LEAP), Child Support, and Adult Protective Services in the third quarter of 2025.

## Financial Considerations

As shown in the sources and uses of funds summary below in Table G, DHS' sources of funds increased 4.69% through the third quarter of 2025 as compared to the first nine months of 2024. The largest increase was a 19.41% increase in State and Federal Reimbursements with a decrease of 5.33% in Other Revenues and Taxes. DHS' uses of funds increased 10.67% through the third quarter of 2025 compared to the same time period in 2024. The largest increase of 16.40% was in the departmental operations line item followed by a 16.12% increase in County Share of Electronic Benefit Transfers. As of the third quarter of 2025, DHS has utilized \$13,709,178 of budgeted funds, representing 74.78% of its amended budget allocation of \$18,332,488 for the 2025 calendar year.

Table G

**CITY AND COUNTY OF BROOMFIELD  
HUMAN SERVICES - SOURCES AND USES OF FUNDS BY PROGRAM**

Sources and Uses of Funds	Actual Q3 Jul - Sep 2024	Actual Q3 Jul - Sep 2025	% Change	Actual Jan - Sep 2024	Actual Jan - Sep 2025	% Change	Original Budget 2025	Amended Budget 2025
<b>Beginning Balance</b>	\$ 5,658,808	\$ 6,209,352	9.73%	\$ 4,695,006	\$ 5,836,704	24.32%	\$ 5,237,064	\$ 5,734,470
<b>TOTAL HUMAN SERVICES</b>								
<b>Sources of Funds</b>								
State & Federal Reimbursements	\$ 1,073,710	\$ 1,278,369	19.06%	\$ 2,868,892	\$ 3,425,637	19.41%	\$ 4,127,205	\$ 4,472,472
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$ 3,316,445	\$ 2,800,125	-15.57%	\$ 7,474,968	\$ 7,716,326	3.23%	\$ 10,292,910	\$ 10,292,910
Other Revenues & Taxes	\$ 704,412	\$ 813,594	15.50%	\$ 3,128,455	\$ 2,961,677	-5.33%	\$ 3,146,956	\$ 3,203,789
<b>Total Sources of Funds</b>	<b>\$ 5,094,567</b>	<b>\$ 4,892,087</b>	<b>-3.97%</b>	<b>\$ 13,472,315</b>	<b>\$ 14,103,640</b>	<b>4.69%</b>	<b>\$ 17,567,071</b>	<b>\$ 17,969,171</b>
<b>Uses of Funds</b>								
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$ 3,230,161	\$ 2,929,849	-9.30%	\$ 7,394,471	\$ 7,897,948	6.81%	\$ 10,298,652	\$ 10,358,807
County Share of Electronic Benefit Transfers (EBT's)	\$ 76,832	\$ 93,839	22.13%	\$ 206,426	\$ 239,695	16.12%	\$ 269,944	\$ 269,944
Operations	\$ 1,666,669	\$ 1,846,586	10.80%	\$ 4,786,710	\$ 5,571,535	16.40%	\$ 7,465,156	\$ 7,703,737
<b>Total Uses of Funds</b>	<b>\$ 4,973,661</b>	<b>\$ 4,870,274</b>	<b>-2.08%</b>	<b>\$ 12,387,607</b>	<b>\$ 13,709,178</b>	<b>10.67%</b>	<b>\$ 18,033,752</b>	<b>\$ 18,332,488</b>
<b>Balance - TOTAL HUMAN SERVICES</b>	<b>\$ 120,906</b>	<b>\$ 21,813</b>	<b>-81.96%</b>	<b>\$ 1,084,707</b>	<b>\$ 394,461</b>	<b>-63.63%</b>	<b>\$ (466,681)</b>	<b>\$ (363,316)</b>
<b>Ending Balance</b>	<b>\$ 5,779,714</b>	<b>\$ 6,231,165</b>	<b>7.81%</b>	<b>\$ 5,779,714</b>	<b>\$ 6,231,165</b>	<b>7.81%</b>	<b>\$ 4,770,383</b>	<b>\$ 5,371,154</b>

REVENUES AND EXPENSES THAT FLOW THROUGH THE STATE ARE ONE MONTH IN ARREARS

### Prior Council or Other Entity Actions

City Council, sitting as the Board of Social Services, reviews human services expenditures each quarter.

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If the Council, sitting as the Board, desires to acknowledge the review of social services' expenditures for the period January 1 to September 30, 2025, as presented, the appropriate motion is...

That Resolution 2026-08-BSS be adopted.

### Alternatives

As desired by the Council.

# RESOLUTION NO. 2026-08-BSS

A Resolution Acknowledging Review of Expenditures and Electronic Benefit Transfers for July, August, and September 2025

Be it resolved by the Board of Social Services of the City and County of Broomfield, Colorado:

## Section 1.

The Board of Social Services hereby acknowledges the review of expenditures from the social services fund from January 1, 2025 through September 30, 2025 summarized in Table G, incorporated into the attached memorandum.

## Section 2.

This resolution is effective upon its approval by the Board of Social Services.

Approved on January 27, 2026

Board of Social Services of the City and County of  
Broomfield, Colorado

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Chair

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Enea Hempelmann, Chief of Police

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6D

**Subject:** Resolution - Authorizing an Intergovernmental Agreement to Implement a 9-1-1 Call Handling System

- Resolution 2026-05 authorizing an Intergovernmental Agreement between Broomfield, City of Westminster, Jefferson County Emergency Communications Authority and ConvergeOne to Purchase and Implement the Carbyne APEX 9-1-1 Call Handling System

**Goals:** Thriving, Diverse, Safe and Welcoming Community

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com) (link to project page OR remove if not applicable)

[View Presentation](#)

Broomfield and Westminster are seeking approval of an intergovernmental agreement (IGA) with the Jefferson County Emergency Communications Authority (JCECA) and ConvergeOne to purchase and implement the Carbyne APEX 911 call-handling system.

### **Attachments**

[Memo for Carbyne Joint Telephone Project IGA.pdf](#)

[Resolution No. 2026-05 Carbyne Joint Telephone Project.pdf](#)

[Master Agreement-Carbyne Telephone IGA.pdf](#)

[Exhibit A\\_C1 Quote- Carbyne APEX - Hardware - Professional Services - Project Management - OP-000880778-SO-000996935 \(1\).pdf](#)

[Exhibit B\\_C1 Quote- Carbyne APEX -5YRS - OP-000873795 - SO-000996924 \(1\)\(1\).pdf](#)

[Exhibit C\\_C1 - Carbyne APEX - Scope of Work - FINAL 1-14-26.pdf](#)

[Exhibit D\\_C1 COI good thru 12.1.2026.pdf](#)

[Exhibit F - Carbyne-Terms-and-Conditions.pdf](#)

[Exhibit G - Service Terms.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield and Westminster are seeking approval of an intergovernmental agreement (IGA) with the Jefferson County Emergency Communications Authority (JCECA) and ConvergeOne to purchase and implement the Carbyne APEX 911 call-handling system. This joint project replaces the original project adopted under Resolution 2017-150, which implemented the current Vesta system. JCECA's participation is limited to funding: it will provide payment for the system and all associated services for the initial five-year term using JCECA E911 funds.

The existing Vesta system remains operational but is outdated and due for upgrade. It does not support many of the new technologies now available to improve 911 efficiency, accuracy, and overall service delivery. As emergency communications continue to evolve, upgrading the system is necessary to ensure both communications centers can meet current expectations and future demands.

After evaluating multiple options, Broomfield and Westminster selected the Carbyne APEX platform as the most suitable replacement. Carbyne provides a unified, cloud-based system that integrates voice, text, video, and map data into a single platform and significantly improves efficiency and interoperability between the two communications centers. The platform also includes new capabilities such as real-time language translation, transcription tools, and AI-assisted features that further enhance call-handling accuracy and overall service delivery.

The agreement for the joint Carbyne system will be executed between Broomfield, Westminster, JCECA, and ConvergeOne. ConvergeOne is the authorized reseller and service provider for the Carbyne platform and will serve as the contractor responsible for system delivery and implementation.

JCECA will purchase all software, hardware, network services, training, and managed services for the project on behalf of both agencies. These costs are funded through the emergency telephone service surcharge authorized under C.R.S. 29-11-102 and collected on phone lines in Broomfield, Westminster, and Jefferson County. No cash match or direct financial contribution is required from either jurisdiction.

Proposed Resolution No. 2026-05 authorizes acceptance of the equipment and approves the IGA with JCECA, ConvergeOne, and the City of Westminster. If approved, the agreement will remain in effect for the balance of the calendar year in which it becomes effective and will automatically renew on the first day of each subsequent year for one-year terms unless otherwise determined by the Parties.

## Financial Considerations

No financial impacts from this IGA.

## Prior Council or Other Entity Actions

Broomfield entered into a previous agreement under [Resolution 2017-150](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the contract the appropriate motion is...  
**That Resolution 2026-05 be adopted.**

## Alternatives

If this agreement is not approved, Broomfield and Westminster would be required to independently pursue separate 911 call-handling systems. Doing so would eliminate the shared-system redundancy and interoperability that this joint project provides, increase overall project costs, and significantly delay implementation.

# RESOLUTION NO. 2026-05

A resolution approving an Intergovernmental Agreement with Westminster, Jefferson County Emergency Communications Authority and ConvergeOne to implement the Carbyne APEX 911 Call Handling System

## Section 1.

The intergovernmental agreement between the City and County of Broomfield, City of Westminster, Jefferson County Emergency Communications Authority, and ConvergeOne to implement the Carbyne APEX 911 Call Handling system, attached hereto, is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest an agreement, in form approved by the City and County Attorney.

## Section 3.

The City and County Manager or designee is authorized to approve any amendments or modifications to the agreement provided such amendments or modifications are consistent with the fundamental purpose of the agreement.

## Section 4.

This resolution is effective upon its approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

**MASTER AGREEMENT  
BY AND AMONG THE CITY AND COUNTY OF BROOMFIELD ,WESTMINSTER, JCECA,  
AND CONVERGEONE, INC.**

**FOR  
THE PURCHASE OF A JOINT CALL HANDLING SOLUTION - CARBYNE**

(Version Update 2.11.2025)

1. **PARTIES**. The parties to this AGREEMENT FOR THE PURCHASE OF A JOINT CALL HANDLING SOLUTION - CARBYNE (this “**Agreement**”) are the City and County of Broomfield, a Colorado municipal corporation and county (“**Broomfield**”), the City of Westminster, a Colorado municipal corporation (“**Westminster**”), the Jefferson County Emergency Communications Authority, a Colorado local government entity (“**JCECA**”), and ConvergeOne, Inc. (the “**Contractor**”) (collectively, the “**Parties,**” or individually, a “**Party**”).
2. **FUNDING AUTHORITY**.
  - 2.1. JCECA enters into this Agreement solely in its capacity as the funding authority for the Call Handling Solution. JCECA agrees, subject to the limitations, approvals, and conditions set forth in this Agreement, to provide payment for the Call Handling Solution, including all one-time implementation and deployment costs and all recurring charges required under this Agreement, as reflected in Exhibits A and B, to implement and support the Call Handling Solution during the five (5)-year Initial Service Term (the “**Initial Service Term**”), using JCECA E911 funds. JCECA’s funding obligation applies only to costs incurred prior to the effective date of any termination of this Agreement, including costs incurred prior to the operational go-live date.
  - 2.2. JCECA’s participation in this Agreement is expressly limited to its funding obligations, and JCECA shall have no operational, administrative, governance, renewal, or contractual obligations beyond funding unless expressly approved in writing.
3. **RECITALS**. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 3.1. Broomfield and Westminster each operate a public safety answering point (collectively the “**PSAPs**”) that provides emergency 911 call taking and dispatching services.
  - 3.2. Broomfield and Westminster desire to purchase an interconnected call handling solution for their respective PSAPs (the “**Call Handling Solution**”).
  - 3.3. The Contractor has provided two quotes for the various components of the Call Handling Solution: (1) quote number SO-000996935 covers one-time hardware,

software, manufacturer maintenance, and associated professional services and project management costs necessary for the deployment and operation of the Call Handling Solution, which is attached as Exhibit A (the “6935 Quote”); (2) quote number SO-000996924 covers the platform, licensing, deployment and integration services, network, and professional services components of the Call Handling Solution, including recurring charges for the Initial Service Term, which is attached as Exhibit B (the “6924 Quote”).

- 3.4. JCECA has agreed to fund the Call Handling Solution, including all one-time implementation costs and recurring charges associated with the Initial Service Term, subject to a total not-to-exceed amount approved by JCECA.
4. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

4.1. Term.

- 4.1.1. This Agreement becomes effective upon full execution by Broomfield, Westminster, the Contractor, and JCECA in its capacity as Funding Authority (the “Effective Date”). Upon the Effective Date, the Parties shall proceed with implementation of the Call Handling Solution. All required deliverables, technical requirements, and implementation milestones are defined exclusively in the Scope of Work attached as Exhibit C (the “SOW”). The Contractor shall complete all such deliverables in accordance with the SOW, and no additional deliverables shall be required unless approved in writing by Broomfield and Westminster.
- 4.1.2. Implementation shall continue until all SOW deliverables have been completed. The operational “go-live” date will be determined jointly by Broomfield, Westminster, and the Contractor once implementation is complete. Broomfield and Westminster shall have a reasonable time, not less than 21 days after “go-live” (the “Acceptance Period”), to test the deliverables and ensure that they operate in accordance with this Agreement and in accordance with Exhibit C (“Acceptance Testing”). If Broomfield or Westminster determine that the deliverables fail Acceptance Testing, they shall notify Contractor and Contractor shall remedy, replace, or reperform the deliverables without additional fees and designate a new “go-live” date, at which point the Acceptance Period shall restart. If Broomfield and Westminster give notice of acceptance, or fail to give notice of non-acceptance, during the Acceptance Period, the deliverable will be deemed accepted. If the deliverables fail Acceptance Testing more than two times, Broomfield

and Westminster may elect to terminate this Agreement and Contractor shall refund all fees paid hereunder.

- 4.1.3. Upon the operational go-live date, (provided that the deliverables are accepted), the recurring service components of the Call Handling Solution shall commence for the Initial Service Term.
- 4.1.4. JCECA's funding obligation applies to all costs of the Call Handling Solution required to implement and support the Initial Service Term, including one-time implementation costs incurred prior to go-live and recurring charges incurred during the Initial Service Term, subject to the total not-to-exceed amount approved by JCECA and as further described herein. This Agreement shall remain in effect through the Initial Service Term unless sooner terminated in accordance with this Agreement.
- 4.2. Scope. The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the SOW and incorporated by this reference (the "**Work**"). Broomfield and Westminster shall permit the Contractor access to their PSAPs and their other locations necessary to perform the Services. The Contractor shall follow Broomfield's and Westminster's policies and procedures for accessing Broomfield's and Westminster's property.
- 4.3. Price. The Contractor shall provide the goods and services set forth in the Scope of Work at the prices approved herein and reflected in the attached exhibits. Payment for such goods and services shall be made directly to the Contractor by JCECA in its capacity as Funding Authority, as described in this Agreement. Total payments funded by JCECA for the Call Handling Solution, including all one-time implementation and deployment costs and all recurring charges incurred during the Initial Service Term, shall not exceed \$1,910,591.
- 4.4. Payment. JCECA shall pay a valid invoice submitted to JCECA by the Contractor within 30 days after JCECA's receipt of the invoice; provided, however, JCECA may withhold all or a portion of any such payments if Westminster or Broomfield notifies JCECA and Contractor that the Services have not been performed in accordance with this Agreement and, provided further, JCECA shall have no obligation to pay such withheld amounts until Contractor and Broomfield or Westminster (or both, as the case may be) have resolved the underlying dispute. A copy of all invoices submitted to JCECA shall also be submitted to Broomfield and Westminster. The fees payable hereunder reflect the amount of work and material costs estimated by the Contractor to provide the Hardware, Installation Services, Training Services, Network Services, Managed Services, and any other services provided hereunder (collectively, the "**Services**") in their entirety. The Contractor is not entitled to additional

payment in the event that the Contractor exceeds the estimated hours of work to complete the Services, unless Broomfield and Westminster, acting jointly, agree otherwise in writing and JCECA separately approves such additional payment in its capacity as Funding Authority.

5. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The Parties each designate an authorized representative as follows:
  - 5.1. Broomfield designates Jacinda English as the authorized representative of Broomfield under this Agreement. Email address is [jenglish@broomfield.org](mailto:jenglish@broomfield.org). If the Contractor is alleging that Broomfield is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).
  - 5.2. Westminster designates Sara Gallegos as the authorized representative of Westminster under this Agreement. Email address is [sgallego@westminsterco.gov](mailto:sgallego@westminsterco.gov). If the Contractor is alleging that Westminster is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [jsroth@westminsterco.gov](mailto:jsroth@westminsterco.gov).
  - 5.3. JCECA designates Jeff Irvin, JCECA Executive Director as the authorized representative of JCECA under this Agreement. Email address is [jirvin@jceca.org](mailto:jirvin@jceca.org). If the Contractor is alleging that JCECA is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to Jeff Irvin, JCECA Executive Director, [jirvin@jceca.org](mailto:jirvin@jceca.org), with a copy to [rtharp@fbtlaw.com](mailto:rtharp@fbtlaw.com).
  - 5.4. The Contractor designates Brian Kelley as the authorized representative of the Contractor under this Agreement. Email address is [BKelley@OneC1.com](mailto:BKelley@OneC1.com).
6. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. INDEMNIFICATION.
  - 7.1. Contractor, at its expense, agrees to defend, indemnify, and hold harmless Broomfield, Westminster, and the JCECA and their affiliates and subsidiaries and their officers, agents, and employees (individually and collectively, an "Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising

from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of

- 7.1.1. bodily injury (including death) or property damage proximately caused by Contractor, and/or
  - 7.1.2. the negligent acts or omissions of Contractor in the course of performing Contractor's obligations under this contract; and/or
  - 7.1.3. Contractor's violation of any law, including data protection or security obligations, including unauthorized access or disclosure of PSAP data (including CJI/CHRI); and/or
  - 7.1.4. any claim brought by a third party against an Indemnified Party arising out of or relating to, or alleging, Contractor's breach of this Agreement; and/or
  - 7.1.5. any claim brought by a third party against an Indemnified Party alleging that any product, software, good, or service provided by Contractor hereunder violates a right of a third party, including intellectual property rights.
- 7.2. Contractor's indemnification obligation is conditioned on an Indemnified Party promptly notifying Contractor of any such suit, claim, action, or proceeding, provided that an Indemnified Party's failure to timely notify Contractor will only excuse Contractor's indemnification obligation to the extent that Contractor is prejudiced by the delay.
- 7.3. Upon Contractor's written acknowledgement of indemnification obligation, then, with respect to any third-party claim against any Indemnified Party, Broomfield, Westminster, and the JCECA acknowledges that C1 shall have the right to control the defense and all negotiations for its settlement or compromise with respect to such claim; provided, however, that Contractor shall not enter into any settlement that binds an Indemnified Party in any way without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.
- 7.4. Broomfield, Westminster, and JCECA, as Colorado government entities, are prohibited from indemnifying third parties. Therefore, any indemnity obligation by Broomfield, Westminster, or JCECA in the exhibits or attachments hereto is deemed void.
8. INSURANCE. To assure Broomfield, Westminster, and JCECA that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts set forth on Exhibit D.

Current proof of such insurance is attached at Exhibit D, incorporated by this reference. However, proof of insurance attached as Exhibit D shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed in its performance hereunder. Broomfield, Westminster, and JCECA shall be additional insured on any commercial general liability policies required under Exhibit D.

9. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES. The Contractor represents and warrants that, immediately prior to the sale or licensure of products to Broomfield and Westminster, Contractor will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement), or otherwise have sufficient rights to convey the products or grant the licenses herein. In addition, Contractor represents and warrants that Contractor has the full right, power, and authority to sell, deliver, or provide the Products to Broomfield, and Westminster.

9.1. Product Warranties. Products are warranted to Broomfield, and Westminster, directly by the original equipment manufacturer (“OEM”).

9.1.1. Direct OEM Warranty. Contractor shall transfer to or exercise for the benefit of Broomfield, and Westminster, and Broomfield and Westminster shall receive, the OEM’s warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the other express warranties set forth herein, the OEM warranty is Broomfield, and Westminster, sole warranty with respect to such items. **CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.**

9.2. Professional Services Warranty. Professional services are warranted for thirty (30) days from the date on which such professional services are completed. Professional services will be performed in a good and workmanlike manner by qualified personnel.

9.3. Warranty Procedures and Disclaimers. The terms and provisions of this Article 9 apply to all Products and Replacement Products provided hereunder.

9.3.1. If products or replacement products do not conform to the products warranty during the warranty period, Broomfield, or Westminster, shall promptly notify Contractor in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Contractor or the OEM (as the case may be), at its option, will either (i) repair such products so that products conform to the products warranty; or (ii) replace such products with products that conform to the products warranty (“**Replacement Products**”). Replacement Products are warranted as outlined above for the

remainder of the original applicable products warranty period. The original products that were replaced become the property of Contractor. Contractor will not charge Broomfield, Westminster, and/or JCECA for the Replacement Products. Contractor, however, may with Broomfield or Westminster's prior approval, charge Broomfield, or Westminster, for the time that is incurred to diagnose the problem and to repair or replace such products, if the problem is not covered by the products warranty.

- 9.3.2. THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH CONTRACTOR DISCLAIMS AND ARE EXCLUDED. CONTRACTOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. CONTRACTOR WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF FOR SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, BROOMFIELD, AND WESTMINSTER, IS SOLELY RESPONSIBLE FOR ENSURING THAT BROOMFIELD'S, AND WESTMINSTER'S, NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.
- 9.4. Software Licenses. Subject to this Agreement, Broomfield and Westminster agree that each has read, understood, and will abide by the terms and provisions of the software license(s) applicable to the products provided hereunder. Such software licenses may be found attached hereto as Exhibit F. Notwithstanding the foregoing, neither Broomfield nor Westminster will be bound by any obligations to indemnify any party set forth in the software license(s) or any provision which creates any liability for Broomfield or Westminster in excess of the limitations of liability set forth herein.
- 9.5. Service Level Agreement. Attached hereto as Exhibit G are the Support Terms & Service Level Agreement ("Support Terms"). Notwithstanding the "Notice" on page 2 of the Support Terms and subject to this Agreement, the Call Handling Solutions and other Services shall be provided in accordance with the Support Terms. Contractor's failure to meet the uptime commitments three or more times in any 12 month period, regardless of whether notice is given in accordance with the Support Terms, may constitute cause for purposes of termination in Broomfield and Westminster's discretion.

10. LIMITATION OF LIABILITY.

- 10.1. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE CONTRACTOR CONTAINED IN PARAGRAPH 7 ABOVE, THE ENTIRE LIABILITY OF CONTRACTOR (AND CONTRACTOR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND BROOMFIELD, WESTMINSTER, AND THE JCECA'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN WARRANTY SECTION; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE PRIMARILY TO CONTRACTOR, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM BROOMFIELD, WESTMINSTER, OR THE JCECA TO CONTRACTOR OF SUCH DELAY AND CONTRACTOR'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, BROOMFIELD, WESTMINSTER, AND THE JCECA'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR CONTRACTOR'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF CONTRACTOR DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, BROOMFIELD, WESTMINSTER, AND JCECA'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER. NOTWITHSTANDING THE FOREGOING, IF ONE OR MORE OF THE INSURANCE POLICIES COVER A CLAIM THAT WOULD OTHERWISE BE SUBJECT TO THIS SECTION 10.1, CONTRACTOR'S LIMITATION OF LIABILITY WITH RESPECT TO SUCH CLAIM SHALL BE THE GREATER OF THE LIMITATIONS SET FORTH ABOVE IN THIS SECTION 10.1 AND THE POLICY LIMITS OF SUCH INSURANCE POLICY.
- 10.2. NO PARTY SHALL IN ANY CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON- PERFORMANCE OF THE PRODUCTS OR USE BY BROOMFIELD, WESTMINSTER, AND THE JCECA; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER ANY PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT DOES NOT APPLY IF THE DAMAGES ARE PAYABLE TO A THIRD PARTY UNDER SECTION 7.

- 10.3. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, (1) JCECA'S ENTIRE LIABILITY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN SECTION 4.3, REDUCED BY AMOUNTS ACTUALLY PAID TO CONTRACTOR HEREUNDER AND (2) EACH OF BROOMFIELD AND WESTMINSTER'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$1 MILLION.
11. DEFAULT. If any Party fails to comply with any provision of this Agreement, the Defaulting Party shall be liable for any and all damages (subject to the limitations of liability in Section 10), incurred by the other Party because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, Broomfield and Westminster may jointly terminate this Agreement and the Contractor's right to proceed hereunder and Contractor shall refund all fees paid as defined in Section 10.1(III). If Broomfield and Westminster terminate this Agreement under this paragraph, the Contractor may, at the option of Broomfield and Westminster, be required to cease any or all work provided for under this Agreement.
12. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of Broomfield and Westminster's Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by Broomfield and Westminster if subcontracted by the Contractor without the express written consent of Broomfield and Westminster.
13. PROTECTION OF PROPERTY. All Broomfield and Westminster property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of Broomfield and Westminster within three (3) weeks of the notification of such damage, which may be extended with written approval of Broomfield and Westminster.
14. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall

not be deemed to confer any rights on any person or entity not named as a party hereto.

15. FINANCIAL OBLIGATIONS OF BROOMFIELD, WESTMINSTER, AND JCECA. All financial obligations of Broomfield, Westminster, and JCECA under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge Broomfield, Westminster, or JCECA's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by Broomfield, Westminster, or JCECA, such Party may terminate its participation in this Agreement upon written notice to the other Parties. The fiscal year of Broomfield, Westminster, and JCECA is currently the calendar year.
16. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
17. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event of a conflict between the provisions of this Agreement and the provisions in any exhibit, attachment, or other document applicable to the parties agreement (collectively, the "Other Terms"), (1) the terms of this Agreement shall control with respect to the agreement between JCECA, Broomfield, Westminster, and Contractor and (2) the order of precedence in Exhibit F shall control with respect to the agreement between JCECA, Broomfield, Westminster, and Carbyne.
18. 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. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against Broomfield or Westminster notwithstanding any signatures on such form by a Broomfield or Westminster employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
19. SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
20. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

21. MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
22. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying upon reasonable notice.
23. OFFICIALS NOT TO BENEFIT. No elected or employed member of Broomfield or Westminster government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
24. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
25. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
26. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
27. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
28. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
29. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this

Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

30. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
31. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
32. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado. EACH PARTY WAIVES ANY RIGHT TO A TRIAL JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
33. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify Broomfield and Westminster against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by Broomfield or Westminster directly.
34. TERMINATION.
  - 34.1. Broomfield and Westminster, acting jointly, may terminate this Agreement for cause at any time by providing written notice to the Contractor and JCECA. Upon receipt of such notice, the Contractor shall cease performance as of the effective date specified in the notice, except for any continuing obligations expressly agreed to in writing by the Parties. The Contractor may terminate this Agreement only for a material breach by Broomfield or Westminster after providing written notice of the breach and a reasonable opportunity to cure.
  - 34.2. In the event of termination for cause, JCECA shall have no obligation to pay for any Services not actually delivered and accepted prior to the effective date of termination, and no obligation to pay for any future, scheduled, accelerated,

or unperformed Services, and Contractor shall refund to JCECA a pro rata portion of any prepaid fees based on the unexpired portion of the term.

- 34.3. JCECA shall not unilaterally discontinue its funding participation during the Initial Service Term while Services are being performed, except as a result of a termination of this Agreement in accordance with this Section. If this Agreement is terminated prior to the expiration of the Initial Service Term, JCECA's funding obligation shall be limited to payment of one-time implementation costs incurred and recurring Services actually delivered through the effective date of termination.
35. OPTIONAL RENEWAL; FUNDING APPROVAL.
- 35.1. Prior to the expiration of the Initial Service Term, Broomfield and Westminster may, at their sole option, enter into a written renewal or successor agreement with the Contractor for up to an additional five (5) years (Years 6 through 10). Any such renewal shall be subject to the renewal pricing limitations, terms, and conditions set forth herein.
- 35.2. Any renewal shall require a separate written agreement among Broomfield, Westminster, and the Contractor, and separate written approval by JCECA before JCECA shall have any obligation to provide funding for any renewal period. JCECA shall have no obligation to fund any renewal absent such approval. If JCECA does not approve renewal funding, Broomfield and Westminster shall be solely responsible for any renewal costs.
36. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
37. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
38. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall

constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

39. CRIMINAL JUSTICE INFORMATION. The Contractor shall comply with all applicable standards of the Criminal Justice Information Services (“CJIS”) Security Policy, attached hereto and incorporated herein as Exhibit E and all other requirements issued by the Federal Bureau of Investigation (“FBI”). The Contractor shall ensure that any Work provided under this Agreement protects the confidentiality, integrity, and availability of criminal justice information (“CJI”) from unauthorized access, use, or disclosure. The Contractor shall ensure its responsibilities related to CJIS compliance are appropriately assigned and maintained and shall cooperate with any audits or inspections conducted by Broomfield, Westminster, the Colorado Bureau of Investigations, or the FBI to verify compliance with the CJIS Security Policy. The Contractor shall promptly report any breaches or incidents involving CJI to Broomfield and Westminster and take appropriate remedial actions. Contractors with direct access or indirect access to CJI shall handle all CJI following the CJIS Security Policy. Contractors who perform criminal justice functions and have access to CJI shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information (“CHRI”), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification attached hereto. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to Broomfield and Westminster upon request.

*[The remainder of this page is intentionally left blank.]*

This Agreement is executed by the Parties hereto in their respective names as of January \_\_\_\_, 2026.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

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Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

---

City and County Attorney's Office

City and County of Broomfield

By:

Name:

Title:

Date:

Jefferson County Emergency  
Communications Authority

By:

Name: Jeff Irvin

Title: Executive Director

Date:

City of Westminster

By:

Name:

Title:

Date:

ConvergeOne, Inc.

By:

Name:

Title:

Date:

EXHIBIT A  
(See Attached)

6935 Quote

EXHIBIT B  
(See Attached)

6924 Quote

EXHIBIT C  
(See Attached)

Statement of Work

EXHIBIT D  
(See Attached)

Certificate of Insurance

EXHIBIT E  
CJIS Security Addendum

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia 26306

06/01/2020

CJISD-ITS-DOC-08140-5.9

H-7

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL  
JUSTICE INFORMATION SERVICES SECURITY  
ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

07/09/2024

CJISSECPOL v5.9.5

EXHIBIT F

(See Attached)

Carbyne Terms and Conditions

EXHIBIT G

(See Attached)  
Service Terms



10900 Nesbitt Avenue South  
Bloomington, MN 55437

Date: 12/16/2025

Page #: 1 of 8

Documents #: OP-000880778  
SO-000996935

Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

## Solution Summary

### Carbyne APEX - Hardware - Professional Services - Project Management

<b>Customer:</b> Jefferson County Emergency Communications Authority (JCECA)	<b>Primary Contact:</b> Jeff Irvin
<b>Ship To Address:</b> <b>Westminster Police Department</b> 9110 Yates St. Westminster, CO 80031	<b>Email:</b> jirvin@jceca.org
<b>Broomfield Police Department</b> 7 Descombes Dr. Broomfield, CO 80020	<b>Phone:</b> 303-539-9410
<b>Backup Communications Center</b> 11600 Ridge Pkwy, Broomfield, CO 80021	<b>Account Executive:</b> Brian Kelley
<b>Bill To Address:</b> PO Box 150085 LAKEWOOD, CO 80215	<b>Email:</b> bkelley@onec1.com
<b>Customer ID:</b> VTWJEFEME0001	<b>Phone:</b> +17202795812
<b>Customer PO:</b>	

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$20,569.00	\$20,569.00
Hardware	Per the Agreement	\$141,053.00	\$141,053.00
Professional Services	One-Time	\$10,000.00	\$10,000.00
Maintenance			
Manufacturer Maintenance	Prepaid	\$9,779.00	\$9,779.00
<b>Project Subtotal</b>			<b>\$181,401.00</b>
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
<b>Project Total</b>			<b>\$181,401.00</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no



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Bloomington, MN 55437

Date: 12/16/2025

Page #: 2 of 8

Documents #: OP-000880778  
SO-000996935

Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

**LIMITATIONS OF LIABILITY**

ConvergeOne and Customer acknowledge and agree to the following:

(a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond ConvergeOne's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of ConvergeOne or its third party suppliers); (v) if Customer's equipment fails to function, is not properly configured or is defective.

(b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONVERGEONE, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONVERGEONE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONVERGEONE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF CONVERGEONE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONVERGEONE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_



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Date: 12/16/2025

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Documents #: OP-000880778  
SO-000996935

Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

## Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
<b>Westminster PD</b>						
<b>Westminster PD - Backroom Hardware</b>						
1	RS-1215-RA	1U Rack Mount Power Strip, 120V, 15A, 5-15P, 12 Right-Angled Widely Spaced Outlets, 15 ft. (4.57 m)		1	\$140.00	\$140.00
2	SRCABLEDUCT1UHD	RACK CABLE MANAGEMENT DUCT WITH COVER - BLACK - 1U - 19"		1	\$114.00	\$114.00
3	EZ01-MA00-GLB	DIGI INTL CONNECT EZ MINI KIT EZ MINI DIN ETHERNETCABLE POWER		1	\$444.00	\$444.00
4	SRSHELF4PHDTM	RACK ENCLOSURE HEAVY DUTY SHELF RACK FIXED TOOLLESS MOUNT 250LB 4POST Country of Origin: CN Weight:		1	\$238.00	\$238.00
5	C6MB-W3-AX	3FT CAT6 WHITE 550MHZ MOLDED BOOT PATCH CABLE		18	\$4.00	\$72.00
6	27813	C2G 10FT CAT6 ORANGE SNAGLESS PATCHCABL CBL		18	\$11.00	\$198.00
7	P024-001-13A	1FT POWER EXTENSION CORD 16AWG13A 5-15P TO 5-15R		18	\$8.00	\$144.00
<b>Westminster PD - Backroom Hardware Subtotal:</b>						\$1,350.00
<b>Westminster PD - Workstation Hardware</b>						
8	TLP606B	TRIPP LITE SURGE PROTECTOR		9	\$26.00	\$234.00
9	CP48-USBHID	Genovation ControlPad CP48 USB HID --48KEY USB CONTROL PAD BLACK HOTKEYS		9	\$132.00	\$1,188.00
10	KV0004A-R2	Black Box KM Switch with Glide & Switch Mouse Switching - 4 Computer(s) - 1 Local User(s) - 2 x Netw		9	\$899.00	\$8,091.00
11	VX3276-2K-MHD	VX3276-2K-MHD 32IN LED LCD MON 25X14 4MS		9	\$325.00	\$2,925.00
12	KV0004A-LED	BLACK BOX : KVM SWITCH LED MONITOR IDENTIFICATION KIT		9	\$444.00	\$3,996.00
13	KV0004A-XTRA-LED	ADDITIONAL LED FOR FREEDOM II LPERP ED MONITOR KIT		18	\$32.00	\$576.00
14	W7CHW	DELL PRO SLIM PLUS Desktop QBS1250 CORE ULTRA 7 265 250W TPM 16GB 256GBSSD		9	\$1,878.00	\$16,902.00
15	718-7946	SVC CARD DPRDTL3 3NBD-3PSPNBD		9	\$250.00	\$2,250.00
<b>Westminster PD - Workstation Hardware Subtotal:</b>						\$36,162.00
<b>Westminster PD - AudioCodes - Mediant 500 SBC and Voice Gateway</b>						
16	MP5XX-RACK-SHELF-KIT	MediaPack 50x rack shelf mount kit 5set		2	\$345.00	\$690.00
17	AHR-M500_S17/YR	ADVANCED HARDWARE REPLACEMENT (AHR) SERV	12	2	\$35.00	\$70.00
18	ACTS24X7-M500_S17/YR	SUPPORT CONTRACT ACTS 24X7		2	\$120.00	\$240.00
19	MP508/8S/SIP	MEDIAPACK 5XX ANALOG VOIP GATEWAY WITH 8		2	\$920.00	\$1,840.00
20	M500-ESBC	MEDIANT 500 E-SBC MEDIA GATEWAY		1	\$758.00	\$758.00
21	AHR-M500_S16/YR	AHR-M500_S16/YR		1	\$27.00	\$27.00
22	ACTS24X7-M500_S16/YR	24X7 ANNUAL REMOTE SUPPORT		1	\$90.00	\$90.00
23	SW/SBC/10S/10-250	SW/SBC/10S/10-250		4	\$588.00	\$2,352.00
24	ACTS24X7-SBC_S80/YR	ACTS24X7-SBC_S80/YR		4	\$96.00	\$384.00
<b>Westminster PD - AudioCodes - Mediant 500 SBC and Voice Gateway Subtotal:</b>						\$6,451.00
<b>Westminster PD - APEX Wallboard Solution</b>						
25	BE65FX-H	BE65FX-H - ENTER DESCRIPTION HERE		1	\$1,230.00	\$1,230.00
26	1D5HX	1D5HX - DELL PRO MICRO QCM1250 35W TPM 16GB 256GBSSD INTEG NSTND WIN11PRO		1	\$1,229.00	\$1,229.00



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Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

**Westminster PD - APEX Wallboard Solution Subtotal:** \$2,459.00

**Westminster PD - Cisco Networking Hardware**

27	NETWORK-PNP-LIC	NETWORK-PNP-LIC - NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT		2	\$0.00	\$0.00
28	C9300-NM-8X	C9300-NM-8X - CATALYST 9300 8 X 10GE NETWORK MODULE		2	\$1,886.00	\$3,772.00
29	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 AND 9300		2	\$0.00	\$0.00
30	C9K-ACC-SCR-4	12-24 AND 10-32 SCREWS FOR RACK INSTALLATION QTY 4		2	\$0.00	\$0.00
31	C9K-ACC-RBFT	1- RUBBER FEET FOR TABLE TOP SETUP 9200 AND 9300		2	\$0.00	\$0.00
32	TE-C9K-SW	TE AGENT FOR IOSXE ON C9K		2	\$0.00	\$0.00
33	CAB-SPWR-30CM	CATALYST 3750X STACK POWER CABLE 30 CM		2	\$82.00	\$164.00
34	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE		2	\$73.00	\$146.00
35	C9300-SSD-NONE	NO SSD CARD SELECTED		2	\$0.00	\$0.00
36	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE		2	\$1.00	\$2.00
37	PWR-C1-715WAC-P/2	715W AC 80+ PLATINUM CONFIG 1 SECONDARYPOWER SUPPLY		2	\$911.00	\$1,822.00
38	PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY		2	\$0.00	\$0.00
39	SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL		2	\$0.00	\$0.00
40	C9300-NW-A-24	C9300 Network Advantage, 24-port license		2	\$0.00	\$0.00
41	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	60	2	\$0.00	\$0.00
42	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED		2	\$0.00	\$0.00
43	D-DNAS-EXT-S-5Y	CISCO DNA SPACES EXTEND FOR CATALYST SWITCHING - 5YEAR.	60	2	\$0.00	\$0.00
44	D-DNAS-EXT-S-T	CISCO DNA SPACES EXTEND TERM LICENSE FOR CATALYST SWITCHES.	60	2	\$0.00	\$0.00
45	C9300-DNA-A-24-5Y	C9300 DNA ADVANTAGE 24PT 5YR TERM LIC	60	2	\$3,025.00	\$6,050.00
46	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA ADVANTAGE	60	2	\$148.00	\$296.00
47	C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES		2	\$0.00	\$0.00
48	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD CATALYST 9300 24PORT POE NETWORK ADVA	60	2	\$708.00	\$1,416.00
49	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage		2	\$3,801.00	\$7,602.00

**Westminster PD - Cisco Networking Hardware Subtotal:** \$21,270.00

**Westminster PD Subtotal:** \$67,692.00

**Emergency Operating Center**

**Emergency Operating Center - Backroom Hardware**

50	SRSHELF4PHDTM	RACK ENCLOSURE HEAVY DUTY SHELF RACK FIXED TOOLLESS MOUNT 250LB 4POST Country of Origin: CN Weight:		1	\$238.00	\$238.00
51	SRCABLEDUCT1UHD	RACK CABLE MANAGEMENT DUCT WITH COVER - BLACK - 1U - 19"		1	\$114.00	\$114.00
52	EZ01-MA00-GLB	DIGI INTL CONNECT EZ MINI KIT EZ MINI DIN ETHERNETCABLE POWER		1	\$444.00	\$444.00
53	27813	C2G 10FT CAT6 ORANGE SNAGLESS PATCHCABL CBL		18	\$11.00	\$198.00
54	RS-1215-RA	1U Rack Mount Power Strip, 120V, 15A, 5-15P, 12 Right-Angled Widely Spaced Outlets, 15 ft. (4.57 m)		1	\$140.00	\$140.00
55	C6MB-W3-AX	3FT CAT6 WHITE 550MHZ MOLDED BOOT PATCH CABLE		18	\$4.00	\$72.00

**Emergency Operating Center - Backroom Hardware Subtotal:** \$1,206.00

**Emergency Operating Center - Mobile Laptop**

56	7T7WH	MOBILE PRECISION 5490 CORE ULTRA 7-155H 16GB 512GB SS NT NVIDIA		6	\$3,338.00	\$20,028.00
57	CP48-USBHID	Genovation ControlPad CP48 USB HID --48KEY USB CONTROLPAD BLACK HOTKEYS		5	\$132.00	\$660.00
58	HF5461	HF5461 - Emergency Operating Center		6	\$209.00	\$1,254.00



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Bloomington, MN 55437

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Documents #: OP-000880778  
SO-000996935

Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

59	DELL-SD25TB4	DELL PRO THUNDERBOLT 4 SMART DOCK - SD25TB4	6	\$375.00	\$2,250.00
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**Emergency Operating Center - Mobile Laptop Subtotal:** \$24,192.00

**Emergency Operating Center - AudioCodes - Mediant 500 SBC and Voice Gateway**

60	ACTS24X7-M500_S16/YR	24X7 ANNUAL REMOTE SUPPORT	1	\$90.00	\$90.00
61	AHR-M500_S16/YR	AHR-M500_S16/YR	1	\$27.00	\$27.00
62	M500-ESBC	MEDIANT 500 E-SBC MEDIA GATEWAY	1	\$758.00	\$758.00

**Emergency Operating Center - AudioCodes - Mediant 500 SBC and Voice Gateway Subtotal:** \$875.00

**Emergency Operating Center - Cisco Networking Hardware**

63	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	1	\$3,801.00	\$3,801.00
64	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD-CATALYST 9300 24PORT POE NETWORK ADVA	60	\$708.00	\$708.00
65	C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	1	\$0.00	\$0.00
66	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA ADVANTAGE	60	\$148.00	\$148.00
67	C9300-DNA-A-24-5Y	C9300 DNA ADVANTAGE 24PT 5YR TERM LIC	60	\$3,025.00	\$3,025.00
68	D-DNAS-EXT-S-T	CISCO DNA SPACES EXTEND TERM LICENSE FOR CATALYST SWITCHES.	60	\$0.00	\$0.00
69	D-DNAS-EXT-S-5Y	CISCO DNA SPACES EXTEND FOR CATALYST SWITCHING - 5YEAR.	60	\$0.00	\$0.00
70	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED	1	\$0.00	\$0.00
71	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	60	\$0.00	\$0.00
72	C9300-NW-A-24	C9300 Network Advantage, 24-port license	1	\$0.00	\$0.00
73	SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL	1	\$0.00	\$0.00
74	PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	1	\$0.00	\$0.00
75	PWR-C1-715WAC-P/2	715W AC 80+ PLATINUM CONFIG 1 SECONDARYPOWER SUPPLY	1	\$911.00	\$911.00
76	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	1	\$1.00	\$1.00
77	C9300-SSD-NONE	NO SSD CARD SELECTED	1	\$0.00	\$0.00
78	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	1	\$73.00	\$73.00
79	CAB-SPWR-30CM	CATALYST 3750X STACK POWER CABLE 30 CM	1	\$82.00	\$82.00
80	TE-C9K-SW	TE AGENT FOR IOSXE ON C9K	1	\$0.00	\$0.00
81	C9K-ACC-RBFT	'- RUBBER FEET FOR TABLE TOP SETUP 9200 AND 9300	1	\$0.00	\$0.00
82	C9K-ACC-SCR-4	12-24 AND 10-32 SCREWS FOR RACK INSTALLATION QTY 4	1	\$0.00	\$0.00
83	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 AND 9300	1	\$0.00	\$0.00
84	C9300-NM-8X	C9300-NM-8X - CATALYST 9300 8 X 10GE NETWORK MODULE	1	\$1,886.00	\$1,886.00
85	NETWORK-PNP-LIC	NETWORK-PNP-LIC - NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT	1	\$0.00	\$0.00

**Emergency Operating Center - Cisco Networking Hardware Subtotal:** \$10,635.00

**Emergency Operating Center Subtotal:** \$36,908.00

**Broomfield PD**

**Broomfield PD - Backroom Hardware**

86	C6MB-W3-AX	3FT CAT6 WHITE 550MHZ MOLDED BOOT PATCH CABLE	12	\$4.00	\$48.00
87	SRCABLEDUCT1UHD	RACK CABLE MANAGEMENT DUCT WITH COVER - BLACK - 1U - 19"	1	\$114.00	\$114.00
88	P024-001-13A	1FT POWER EXTENSION CORD 16AWG13A 5-15P TO 5-15R	18	\$8.00	\$144.00
89	EZ01-MA00-GLB	DIGI INTL CONNECT EZ MINI KIT EZ MINI DIN ETHERNETCABLE POWER	1	\$444.00	\$444.00
90	RS-1215-RA	1U Rack Mount Power Strip, 120V, 15A, 5-15P, 12 Right-Angled Widely Spaced Outlets, 15 ft. (4.57 m)	1	\$140.00	\$140.00
91	27813	C2G 10FT CAT6 ORANGE SNAGLESS PATCHCABL CBL	12	\$11.00	\$132.00



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Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

92	SRSHELF4PHDTM	RACK ENCLOSURE HEAVY DUTY SHELF RACK FIXED TOOLLESS MOUNT 250LB 4POST Country of Origin: CN Weight:	1	\$238.00	\$238.00
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**Broomfield PD - Backroom Hardware Subtotal:** \$1,260.00

**Broomfield PD - Workstation Hardware**

93	TLP606B	TRIPP LITE SURGE PROTECTOR	9	\$26.00	\$234.00
94	KV0004A-R2	Black Box KM Switch with Glide & Switch Mouse Switching - 4 Computer(s) - 1 Local User(s) - 2 x Netw	9	\$899.00	\$8,091.00
95	MAM-DS32A	Tower/Signal Light Accessory, Base, Aluminum, Locking bolt type for MAP- 0240, 0750, 1000	9	\$13.00	\$117.00
96	MAP-1000 - Menics Pole for Tower Lights	Menics Pole for Tower Lights	9	\$30.00	\$270.00
97	PTE-A-302-RYG-B	LED stack tower light, 56mm Red/Yellow/Green lens 3 stack, Steady, Pole mounting black body, 25" pre	9	\$116.00	\$1,044.00
98	KV0004A-LED	BLACK BOX : KVM SWITCH LED MONITOR IDENTIFICATION KIT	9	\$444.00	\$3,996.00
99	KV0004A-XTRA-LED	ADDITIONAL LED FOR FREEDOM II LPERP ED MONITOR KIT	18	\$32.00	\$576.00
100	HF5461	HF5461 - Emergency Operating Center	9	\$209.00	\$1,881.00
101	W7CHW	DELL PRO SLIM PLUS Desktop QBS1250 CORE ULTRA 7 265 250W TPM 16GB 256GBSSD	9	\$1,878.00	\$16,902.00
102	718-7946	SVC CARD DPRDRTL3 3NBD-3PSPNBD	9	\$250.00	\$2,250.00

**Broomfield PD - Workstation Hardware Subtotal:** \$35,361.00

**Broomfield PD - AudioCodes - Mediant 500 SBC and Voice Gateway**

103	AHR-M500_S16/YR	AHR-M500_S16/YR	1	\$27.00	\$27.00
104	MP508/8S/SIP	MEDIAPACK 5XX ANALOG VOIP GATEWAY WITH 8	2	\$920.00	\$1,840.00
105	M500-ESBC	MEDIANT 500 E-SBC MEDIA GATEWAY	1	\$758.00	\$758.00
106	ACTS24X7- M500_S16/YR	24X7 ANNUAL REMOTE SUPPORT	1	\$90.00	\$90.00
107	MP5XX-RACK-SHELF- KIT	MediaPack 50x rack shelf mount kit 5set	2	\$345.00	\$690.00
108	AHR-M500_S17/YR	ADVANCED HARDWARE REPLACEMENT (AHR) SERV	12	\$35.00	\$70.00
109	ACTS24X7- M500_S17/YR	SUPPORT CONTRACT ACTS 24X7	2	\$120.00	\$240.00
110	SW/SBC/10S/10-250	SW/SBC/10S/10-250	4	\$588.00	\$2,352.00
111	ACTS24X7- SBC_S80/YR	ACTS24X7-SBC_S80/YR	4	\$96.00	\$384.00

**Broomfield PD - AudioCodes - Mediant 500 SBC and Voice Gateway Subtotal:** \$6,451.00

**Broomfield PD - APEX Wallboard Solution**

112	BE65FX-H	BE65FX-H - ENTER DESCRIPTION HERE	1	\$1,230.00	\$1,230.00
113	1D5HX	1D5HX - DELL PRO MICRO QCM1250 35W TPM 16GB 256GBSSD INTEG NSTND WIN11PRO	1	\$1,229.00	\$1,229.00

**Broomfield PD - APEX Wallboard Solution Subtotal:** \$2,459.00

**Broomfield PD - Cisco Networking Hardware**

114	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	2	\$3,801.00	\$7,602.00
115	CON-L1NCD- C93002PA	CX LEVEL 1 8X7NCD CATALYST 9300 24PORT POE NETWORK ADVA	60	\$708.00	\$1,416.00
116	C9300-DNA-A-24	C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES	2	\$0.00	\$0.00
117	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA ADVANTAGE	60	\$148.00	\$296.00
118	C9300-DNA-A-24-5Y	C9300 DNA ADVANTAGE 24PT 5YR TERM LIC	60	\$3,025.00	\$6,050.00
119	D-DNAS-EXT-S-T	CISCO DNA SPACES EXTEND TERM LICENSE FOR CATALYST SWITCHES.	60	\$0.00	\$0.00
120	D-DNAS-EXT-S-5Y	CISCO DNA SPACES EXTEND FOR CATALYST SWITCHING - 5YEAR.	60	\$0.00	\$0.00



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Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
Communications Authority  
(JCECA)

121	TE-EMBEDDED-T	CISCO THOUSANDEYES ENTERPRISE AGENT IBN EMBEDDED		2	\$0.00	\$0.00
122	TE-EMBEDDED-T-5Y	THOUSANDEYES - ENTERPRISE AGENTS	60	2	\$0.00	\$0.00
123	C9300-NW-A-24	C9300 Network Advantage, 24-port license		2	\$0.00	\$0.00
124	SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL		2	\$0.00	\$0.00
125	PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY		2	\$0.00	\$0.00
126	PWR-C1-715WAC-P/2	715W AC 80+ PLATINUM CONFIG 1 SECONDARYPOWER SUPPLY		2	\$911.00	\$1,822.00
127	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE		2	\$1.00	\$2.00
128	C9300-SSD-NONE	NO SSD CARD SELECTED		2	\$0.00	\$0.00
129	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE		2	\$73.00	\$146.00
130	CAB-SPWR-30CM	CATALYST 3750X STACK POWER CABLE 30 CM		2	\$82.00	\$164.00
131	TE-C9K-SW	TE AGENT FOR IOSXE ON C9K		2	\$0.00	\$0.00
132	C9K-ACC-RBFT	'- RUBBER FEET FOR TABLETOP SETUP 9200 AND 9300		2	\$0.00	\$0.00
133	C9K-ACC-SCR-4	12-24 AND 10-32 SCREWS FOR RACK INSTALLATION QTY 4		2	\$0.00	\$0.00
134	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 AND 9300		2	\$0.00	\$0.00
135	C9300-NM-8X	C9300-NM-8X - CATALYST 9300 8 X 10GE NETWORK MODULE		2	\$1,886.00	\$3,772.00
136	NETWORK-PNP-LIC	NETWORK-PNP-LIC - NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT		2	\$0.00	\$0.00

**Broomfield PD - Cisco Networking Hardware Subtotal:** \$21,270.00

**Broomfield PD Subtotal:** \$66,801.00

**C1 - Professional Services**

**Includes the following C1 Professional Services:**

137	SERVICES-SECURITY	Project Management, Onsite Installation, Testing-Turn-up Services, Cutover Support		1	\$10,000.00	\$10,000.00
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**Includes the following C1 Professional Services Subtotal:** \$10,000.00

**C1 - Professional Services Subtotal:** \$10,000.00

**Total:** \$181,401.00



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Solution Name: Carbyne APEX - Hardware -  
Professional Services -  
Project Management

Customer: Jefferson County Emergency  
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Documents #: OP-000873795  
SO-000996924

Solution Name: C1 - Carbyne APEX - 5YRS

Customer: Jefferson County  
Emergency  
Communications Authority  
(JCECA)

## Solution Summary

### C1 - Carbyne APEX - 5YRS

<p><b>Customer:</b> Jefferson County Emergency Communications Authority (JCECA)</p> <p><b>Ship To Address: Westminster Police Department</b> 9110 Yates St. Westminster, CO 80031</p> <p><b>Broomfield Police Department</b> 7 Descombes Dr. Broomfield, CO 80020</p> <p><b>Backup Communications Center</b> 11600 Ridge Pkwy, Broomfield, CO 80021</p> <p><b>Bill To Address:</b> PO Box 150085 LAKEWOOD, CO 80215</p> <p><b>Customer ID:</b> VTWJEFEME0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Jeff Irvin <b>Email:</b> jirvin@jceca.org <b>Phone:</b> 303-539-9410</p> <p><b>Account Executive:</b> Brian Kelley <b>Email:</b> bkelley@onec1.com <b>Phone:</b> +17202795812</p>
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Solution Summary	Billing Frequency	Due	Total Project
Software	Annual	\$256,032.00	\$1,280,160.00
Hardware	Per the Agreement	\$14,400.00	\$14,400.00
Professional Services	One-Time	\$224,630.00	\$224,630.00
Maintenance			
Other Maintenance	Monthly	\$3,500.00	\$210,000.00
<b>Project Subtotal</b>			<b>\$1,729,190.00</b>
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
<b>Project Total</b>			<b>\$1,729,190.00</b>



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Documents #: OP-000873795  
SO-000996924

Solution Name: C1 - Carbyne APEX - 5YRS

Customer: Jefferson County  
Emergency  
Communications Authority  
(JCECA)

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

## LIMITATIONS OF LIABILITY

ConvergeOne and Customer acknowledge and agree to the following:

(a) Customer acknowledges that the Services may not function properly: (i) during any disruption of power at the Customer's location; (ii) during any disruption of internet connectivity to the Customer's location; (iii) during any period in which the Customer's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of Service outage or failure beyond ConvergeOne's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of ConvergeOne or its third party suppliers); (v) if Customer's equipment fails to function, is not properly configured or is defective.

(b) SHOULD CUSTOMER, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONVERGEONE, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO CONVERGEONE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY FOR THE SERVICES THAT CAUSED OR ALLEGEDLY CAUSED SUCH LOSS, DAMAGE, COST OR EXPENSE. IN NO EVENT SHALL CONVERGEONE BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED HEREIN APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY AND STRICT LIABILITY IN TORT); (iii) EVEN IF CONVERGEONE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS SEPARATE AND INDEPENDENT OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS HEREIN, CONVERGEONE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THESE PROVISIONS WILL NOT CREATE ANY THIRD PARTY BENEFICIARY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CUSTOMER.



10900 Nesbitt Avenue South  
Bloomington, MN 55437

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
<b>Westminster PD</b>						
<b>Westminster Public Safety Communications Center</b>						
1	106707	APEX SIP Trunk Service for Inbound/Outbound Dialing	60	1	\$2,160.00	\$10,800.00
2	110502	AI-V Emergency Call Triage (Up to 60K annual 9-1-1 Queue Only Calls)	60	5	\$1,932.00	\$48,300.00
3	101207	APEX Control Center Analytics (5 - 10)	60	1	\$5,520.00	\$27,600.00
4	101300	APEX Responder Connect	60	6	\$828.00	\$24,840.00
5	101201	APEX Control Center Events History (5 - 10)	60	1	\$5,520.00	\$27,600.00
6	101100	APEX Concurrent License	60	6	\$13,800.00	\$414,000.00
7	105208	APEX Emergency Call Triage Integration Fee		1	\$5,000.00	\$5,000.00
8	107001	Carbyne Audio Trigger Module		9	\$800.00	\$7,200.00
9	105202	Additional Integration Fee - M		3	\$2,500.00	\$7,500.00
10	105201	Additional Integration Fee - L		1	\$1,250.00	\$1,250.00
11	105106	APEX Deployment Additional Physical Location		1	\$10,000.00	\$10,000.00
12	105102	APEX Deployment Package - (5 - 10 Licenses)		1	\$60,000.00	\$60,000.00
13	110401	APEX Translation & Transcription - (Up to 192K annual calls)	60	16	\$2,208.00	\$176,640.00
14	105200	Standard Integration Package (3 Included)		1	\$0.00	\$0.00
15	TRANSPORT SERVICES	MONTHLY SERVICE CIRCUIT CHARGE	60	1	\$1,750.00	\$105,000.00

**Westminster Public Safety Communications Center Subtotal:** \$925,730.00

**Westminster PD Subtotal:** \$925,730.00

### Broomfield PD

#### Broomfield Public Safety Communications Center

16	106707	APEX SIP Trunk Service for Inbound/Outbound Dialing	60	1	\$2,160.00	\$10,800.00
17	110502	AI-V Emergency Call Triage (Up to 24K annual 9-1-1 Queue Only Calls)	60	2	\$1,932.00	\$19,320.00
18	101207	APEX Control Center Analytics (5 - 10)	60	1	\$5,520.00	\$27,600.00
19	101300	APEX Responder Connect	60	5	\$828.00	\$20,700.00
20	101201	APEX Control Center Events History (5 - 10)	60	1	\$5,520.00	\$27,600.00
21	101100	APEX Concurrent License	60	5	\$13,800.00	\$345,000.00
22	105200	Standard Integration Package (3 Included)		1	\$0.00	\$0.00
23	105208	APEX Emergency Call Triage Integration Fee		1	\$5,000.00	\$5,000.00
24	107001	Carbyne Audio Trigger Module		9	\$800.00	\$7,200.00
25	105202	Additional Integration Fee - M		3	\$2,500.00	\$7,500.00
26	105201	Additional Integration Fee - L		1	\$1,250.00	\$1,250.00
27	105106	APEX Deployment Additional Physical Location		1	\$10,000.00	\$10,000.00
28	105102	APEX Deployment Package - (5 - 10 Licenses)		1	\$60,000.00	\$60,000.00
29	110401	APEX Translation & Transcription - (Up to 108K annual calls)	60	9	\$2,208.00	\$99,360.00



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Documents #: OP-000873795  
 SO-000996924

Solution Name: C1 - Carbyne APEX - 5YRS

Customer: Jefferson County  
 Emergency  
 Communications Authority  
 (JCECA)

## Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
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30	TRANSPORT SERVICES	MONTHLY SERVICE CIRCUIT CHARGE	60	1	\$1,750.00	\$105,000.00
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**Broomfield Public Safety Communications Center Subtotal:** \$746,330.00

**Broomfield PD Subtotal:** \$746,330.00

### C1 Professional Services - TIPS 23105-C1

#### ConvergeOne Professional Services

31	911 Labor-Legacy	MS 911 Labor - 911		1	\$15,520.00	\$15,520.00
32	SERVICES-PROJECT MGMT	Project Manager - IMS		1	\$12,501.00	\$12,501.00
33	911 Labor-Cloud	MS 911 Labor - Cloud		1	\$29,109.00	\$29,109.00

**ConvergeOne Professional Services Subtotal:** \$57,130.00

**C1 Professional Services - TIPS 23105-C1 Subtotal:** \$57,130.00

**Total:** **\$1,729,190.00**



Westminster Police Department &  
Broomfield Police Department

911 TELEPHONY - CARBYNE APEX  
IMPLEMENTATION | SOW

Revision History

Date	Author	Version	Revision Comments
11-19-25	Brian Kelley	1.0	First Compressive Draft for Stakeholder feedback.
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## 1.0 Project Overview

This Statement of Work (SOW) defines the activities, deliverables, and timelines that ConvergeOne (C1) and the Westminster Police Department (WPD) and Broomfield Police Department (BPD) will undertake to implement a new 911 Telephony Carbyne APEX solution for WPD/BPD, its constituents, and visitors. This SOW will provide an overview of the essential components necessary for this project to be successful. These include but are not limited to the following areas:

- ❖ Objectives
- ❖ Key Participants
- ❖ Project Approach and Management
- ❖ Requirements
- ❖ Scope Elements and Deliverables
- ❖ Implementation Schedule
- ❖ Financial Details and Billing Plan
- ❖ Assumptions and Dependencies
- ❖ Risks and Issues

### 1.1 Background

Westminster and Broomfield 911 are seeking to implement a modern emergency telephony platform that aligns with evolving Next Generation 911 (NG911) standards and supports the expanding technological expectations of public safety communications. A new system is needed to ensure both Centers can deliver reliable, resilient, and efficient service while leveraging capabilities that enhance caller support and operational readiness.

### 1.2 Objectives

The 911 Telephony Carbyne APEX project will deliver a fully managed Carbyne APEX NexGen911 call management solution to unify the flow of audio and data (video, chat, and map) into a single platform. The APEX system will also consolidate the existing technology and provide additional functionality including:

- Native Text-to-911 integration
- Text translation
- Video communication
- Improved location of mobile callers
- AI tools that improve call answer times

Specifically, the scope of this project will deliver a solution that:

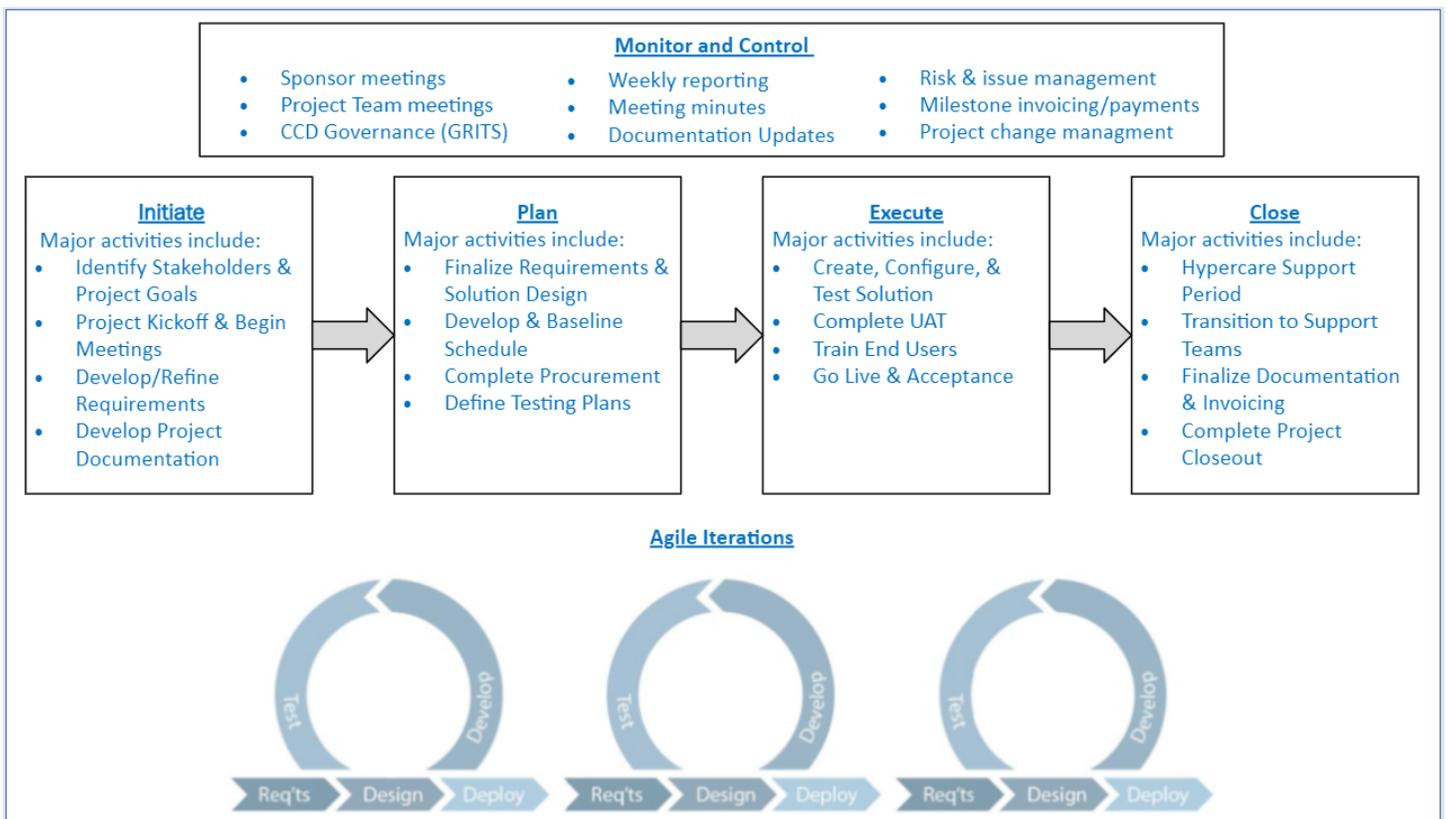
- Uses Next Generation 911 (NG911) technology for locating 911 callers on mobile devices, where ancillary data is available including medical history, allergies, mental health needs, etc.
- Video capabilities to allow callers to stream video into 911 or responding public safety personnel.
- Text-to-911 capability to allow residents to text 911 without the need of an over-the-top solution, and that treats text conversations as 911 calls in terms of priority.
- Outgoing text capability includes the ability to send a link to a caller’s phone, and through clicking that link, share the caller’s location with 911.
- Advanced mapping and breadcrumb tracking for 911 callers’ location.
- Language translation tools that meet the US Department of Justice’s mandates including:
  - \* Language translation via text and speech-to-text.
  - \* Automatic Language translation via voice without first having to connect with a translator.

- Cloud-native architecture requires little to no hardware replacement.
- Provides Westminster and Broomfield with a fully managed, turnkey solution operated and maintained by C1.

The scope of the 911 Telephony Carbyne APEX Implementation does not include developing new features and functionality not already included in the APEX product today or on the APEX product Roadmap.

## 2.0 Project Approach

Complex engagements such as this require strong collaboration amongst the parties, which includes assigning a C1 Project Manager (C1 PM) and a WPD/BPD Project Manager (WPD/BPD PM) to the project. The Project Team will employ a hybrid implementation approach that combines the Waterfall and Agile methodologies. The diagram below depicts the major activities within each project phase and how the combined methodologies will support the project. PMI best practices will be used to ensure the final solution meets WPD/BPD’s requirements and achieves the project objectives.



### 2.1 Project Management

C1 and WPD/BPD will provide Project Management Services to oversee the execution of the deliverables contained within this SOW.

- The C1 and WPD/BPD PMs will jointly manage the project's timeline, deliverables, and project budget to ensure timely delivery of all in-scope items and approved changes.
- The C1 PM will schedule and facilitate the project kick-off and close-out meetings.
- Meeting Minutes will be prepared and distribute for all regularly scheduled meetings and/or meetings where key decisions are made affecting the project scope, schedule, or budget. The PM who scheduled the respective meetings will be primarily responsible for providing the meeting minutes.

- The C1 and WPD/BPD PMs will develop, maintain, and adhere to a mutually agreed upon project timeline that incorporates both C1 and WPD/BPD tasks into a single accepted document that can be followed through the life cycle of the project.
- The C1 and WPD/BPD PMs will manage when applicable, escalations as needed to support the project's scope, schedule, and budget.
- The C1 PM will support the WPD/BPD PM when completing WPD/BPD required deliverables (e.g., Project Charter, Architecture Diagram, etc.).
- The C1 PM will ensure that agreed to members of the WPD/BPD staff are sufficiently educated on the 911 Telephony features and functionality to understand the implications of design decisions.
- The C1 PM will provide WPD/BPD with timely descriptions of the items identified as a WPD/BPD task within this SOW and the project schedule.
- The C1 PM will advise the WPD/BPD PM of expected completion dates for items identified as a WPD/BPD task within this SOW and the project schedule.
- The C1 PM will notify the WPD/BPD PM of the impact on the expected delivery dates of "City task" items when prerequisite City tasks, such as the completion of configuration decisions or approval of report specifications, are advanced or delayed.
- The C1 PM will monitor the progress of the project and advise the WPD/BPD PM of risks to its on-time completion.
- The C1 PM will coordinate the C1 completion and approval of change orders.
- The WPD/BPD PM will coordinate the WPD/BPD completion and approval of change orders.
- The C1 and WPD/BPD PMs will be the main points of contact for their respective organizations and will assure appropriate resources are available to the project as required.
- The C1 PM will ensure C1 quality assurance is performed on all deliverables produced for WPD/BPD.
- The C1 PM will provide a weekly status report to the WPD/BPD PM containing the following components:
  - \* Project status summary including significant accomplishments and milestones.
  - \* Tasks completed during the current reporting period.
  - \* Activities planned for the next reporting period.
  - \* The status of any significant New or Open Risks and Issues
- The C1 PM will take a lead role in tracking and obtaining resolution for issues that are found within the 911 Telephony System.
- The C1 and WPD/BPD PMs will develop and manage a Post Go Live Punch list containing all identified issues until at minimum all Priority 1 and 2 issues are addressed.

## 2.2 Project Change Request Process

If the C1 scope outlined in this SOW must be altered (i.e., scope, schedule, or budget) regardless of if this alteration impacts the costs associated with the project, the following Change Request process will be adhered to:

- C1 will provide WPD/BPD with a C1 Change Request, that details what the change is and at minimum the impacts to the scope, schedule, and budget. If warranted the Change Request should also include the risks, issues, and dependencies associated with the change.
- The WPD/BPD Project Team will review the C1 Change Request to ensure the full impact of the change is understood. If required WPD/BPD and C1 will meet to ensure WPD/BPD completely understands the change being requested.
- Upon the outset of the Change Request being identified, the WPD/BPD Project Manager will advise the WPD/BPD Project Sponsors of the Change and rough order of magnitude (i.e., small, medium, large) the anticipated impact it will have on the project.
- Once the WPD/BPD Project Team has confirmed the impact of the change is completely understood, the WPD/BPD Project Manager will present the Change Request to the WPD/BPD Sponsors for formal approval.
- Once a decision is rendered by the WPD/BPD Project Sponsors, the WPD/BPD Project Manager will provide the C1 Project Manager with written/electronic notice of the decision and if approved the change will be

officially added to the project scope. If the change is not approved, it will be dispositioned as an issue, risk, or closed by the WPD/BPD PM.

- If the Change Request impact on the schedule risks or causes a work stoppage prior to the Change Request process being completed, the C1 Project Manager and WPD/BPD Project Manager must work to expedite this process to avoid or at minimum reduce any work stoppage(s).

### 3.0 Project Scope

The scope of the 911 Telephony Carbyne APEX Implementation is broken down into the following four major components, which are outlined in greater detail in the subsections that follow.

1. The Carbyne APEX NG911 Phone System (APEX)
2. The Masergy WAN Network (MASERGY)
3. Final Implementation Activities (i.e., Testing, Training, Go Live, and Transition to Production Support)
4. The VESTA Phone System Decommissioning (VESTA)

Upon completion of the Project Planning Phase C1, Carbyne, and WPD/BPD will have developed and approved the detailed schedule that includes tasks, dependencies, and responsible parties associated with each of these components of the project.

This project scope will implement the standard APEX product, as described in the product documentation. WPD/BPD specific Software development, beyond what is already on Carbyne’s product roadmap is not included in the project scope.

The physical locations and the number of 911 call taking positions included in this project scope are:

Site Designation	Site Name	Site Address	Number of Positions
Primary PSAP	Westminster Police Dept.	9110 YATES ST WESTMINSTER, CO 80031-2540	9
Primary PSAP	Broomfield Police Department	7 DESCOMBES DR BROOMFIELD, CO 80020-2495	9
Backup PSAP	Backup Communications Center	11600 Ridge Pkwy, Broomfield, CO 80021	6
<b>Total Number of Positions:</b>			<b>24</b>

#### 3.1 911 Telephony Carbyne APEX Implementation Design

Over the past several months, through extensive product discussions, site visits, and design activities, the C1, Carbyne, and WPD/BPD teams have largely defined the overall architecture and the two major technical components of the 911 Telephony Carbyne APEX Design. The current design diagrams, which include the System Context, Logical Architecture, and Logical Deployment diagrams. Upon approval of this SOW, the C1, Carbyne, and WPD/BPD stakeholders will finalize the 911 Telephony Carbyne APEX Design and the resulting Bill of Materials. This process will ensure agreement and formal sign-off on the entire design before procurement begins.

**Deliverables from these efforts are:**

- Approved Final Design Document encompassing all scope elements and final design diagrams, unless otherwise agreed to by all parties (e.g., omitting Integration - 3.2.1).
- Approved Final Bill of Materials encompassing all items included in the Approved Design deliverable being provided by C1, Carbyne, and WPD/BPD\*.

\*Note: This includes any WPD/BPD provided materials not specified in this SOW (e.g., Data Center Cabinets or Racks, CAT6 Cabling, etc.)

- Procurement by C1, Carbyne, and WPD/BPD of their respective items from the Approved Final Bill of Materials and any additional WPD/BPD provided items.

### 3.2 Carbyne APEX NG911 Phone System (APEX)

The scope of the APEX Phone System component of the project encompasses all the planning, scheduling, configuration, and installation activities specific to the APEX hardware and software.

#### 3.2.1 APEX SaaS Software

C1 and Carbyne will provide a minimum of two (2) APEX Call Handling Software environments to WPD/BPD: Production and Staging. These environments will include the configurations and functionality supporting the Business Requirements outlined by WPD/BPD during the planning and design phases of the project and as referenced in Appendix A.

**Deliverables from these efforts are:**

- WPD/BPD Approved APEX Call Handling Software that supports the Business Requirements and approved Design.
- Creation of the Production and Staging APEX Call Handling Software environments.

#### 3.2.2 APEX Integrations

APEX will serve as a central communications hub, seamlessly integrating with various critical applications and services to enhance emergency response capabilities, operational efficiency, and data management.

The WPD/BPD applications and services that are within the integrations scope are:

Applications/Services	Vendor
Computer-Aided Dispatch (CAD) - WPD	Central Square
Computer Aided Dispatch (CAD) - BPD	Tyler/New World
Emergency Call Tracking System (eCATS)	Intrado Life & Safety
RapidSOS for enhanced location services	RapidSOS
Call Recording - BPD	NICE
Call Recording -WPD	Verint
Smart 911 Application	Rave
Radio	Motorola
Admin PBX	Avaya
TXT2-911	ComTech
Status Lights	Amerination

During Project Planning Phase C1, Carbyne, and WPD/BPD Stakeholders will define and document the integration details for each of these applications and services. Once approved by WPD/BPD, the implementation activities will proceed.

**Deliverables from these efforts are:**

- WPD/BPD Approved Integration Design and Configuration Documentation.
- Individually configured integrations in each of the two (2) SaaS environments, which have been successfully unit tested and are ready for further WPD/BPD testing (e.g., End-to-End and User Acceptance Testing).

3.2.3 APEX Call Handling Equipment IT Life Cycle Services (ITLS)

The call handling equipment will be shipped to C1 where the following Services and High-Level Tasks will be completed.

Services	C1 High-Level Tasks
Inventory Management	<ul style="list-style-type: none"> <li>○ C1 will pull the systems from inventory.</li> <li>○ C1 will submit the systems to the C1 Configuration Depot for services.</li> <li>○ Inventory counts will be reviewed upon receipt and deployment.</li> </ul>
Pre-Production Setup	<p>C1 will complete pre-work in preparation of the hardware benching.</p> <p>C1 will prepare the Technician Instruction Sheet (TIS).</p> <p>WPD/BPD Signoff of TIS.</p> <p>C1 QA/QC checklist confirmation.</p>
Imaging Creation	<ul style="list-style-type: none"> <li>○ C1 will gather requirements and build a base image for the Customer.</li> <li>○ This base image will allow for the Customer to hold the same image for various end point models.</li> <li>○ Drivers will be injected to the image.</li> <li>○ The base image will be built and housed at the C1 Depot.</li> <li>○ This engagement does not include instruction, handoff or training time associated with the build process.</li> <li>○ Customer will provide all application keys, installers, and licensing.</li> <li>○ C1 will work with the Customer to confirm the drivers, applications, settings, and other critical items to be included in the image.</li> <li>○ The image will be prepared so that imaging can be completed in the depot.</li> <li>○ An onsite option is out of scope.</li> <li>○ The image will be tested and confirmed, validating that all expected end user functionality is present.</li> <li>○ Certain end user settings, such as O365 activation or AirWatch registration, may need to occur as part of the overall build process identified in the TIS.</li> <li>○ C1 will work closely with the Customer to ensure the image provides the best practices for deployment.</li> <li>○ A final Customer signoff of the base image will be recorded and identified as certified.</li> <li>○ Once the base image is certified, it will on be changed by written authorization by the Customer.</li> </ul>
Setup & Imaging	<ul style="list-style-type: none"> <li>○ Unbox the units and attach power cable for setup process.</li> <li>○ Boot the units.</li> <li>○ Apply base image.</li> <li>○ Windows/Dell updates.</li> <li>○ Post imaging installation.</li> <li>○ C1 will capture and provide a complete inventory report upon project completion, to include serial number and PO.</li> </ul>
Asset Tagging	<ul style="list-style-type: none"> <li>○ C1 will label and asset tag each system.</li> <li>○ Customer will provide the location, asset, and label information.</li> </ul>
Inventory Reporting	<ul style="list-style-type: none"> <li>○ C1 will capture and provide a complete inventory report based on the agreed upon format.</li> </ul>
Quality Assurance	<ul style="list-style-type: none"> <li>○ C1’s quality technicians perform a quality assurance check on each build that passes through the configuration service depot. Each system is carefully and thoroughly inspected.</li> <li>○ QA documentation is created for each deployment order.</li> </ul>
Deployment Service	<p>C1 technician will transport the completed order to the logistics department.</p> <p>Logistics Management Team will fulfill on the request.</p> <p>Logistics QA is performed to validate the accuracy of all order information.</p>

Services	C1 High-Level Tasks
	C1 will deliver the order to the designated WPD/BPD locations based on the Approved deployment plans resulting from the Planning Phase.

**Deliverables from these efforts are:**

- WPD/BPD Approved Base Image.
- Fully imaged, asset tagged, & functioning systems delivered to the respective WPD/BPD Locations.
- Complete Inventory Reporting.

**3.2.4 APEX Call Handling Equipment Deployment and Installation**

C1 will install the call-handling equipment at each of the identified locations. Using an agreed-upon deployment plan and schedule, C1 will work with key stakeholders for deployment coordination and scheduling.

The onsite installation support will include the following:

- Scheduling and Coordination
- Removal of existing equipment and placement at a designated WPD/BPD location
- Installation of new call-handling equipment
  - \* Ensure proper network connectivity.
  - \* Patch cabling (dress neat cabling)

Once the shipment(s) is received at the WPD/BPD locations, C1 resource(s) will come on-site to inventory all delivered hardware and software.

C1 engineer(s) will also be onsite to install the call-handling equipment at the Westminster and Broomfield locations. C1 will do the cabling and cable management at the position and from the network switch to the patch panel in the backroom. C1 will utilize existing network cabling from the backroom to the front room. C1 will also utilize existing power outlets. Should additional power outlets become necessary; it will be WPD/BPD's responsibility to provide them.

**Deliverables from these efforts are:**

- Equipment Installed, cabled, and successfully tested at each Position.
- Removal of existing equipment.
- Position specific documentation of the installed equipment.

**3.2.5 APEX Network Equipment Configuration and Installation**

The Network equipment will be shipped to C1 where the following configuration and installation activities will take place.

Services	C1 High-Level Tasks
Receive and Unpack Equipment	<ul style="list-style-type: none"> <li>○ Verify the shipment against the order details.</li> <li>○ Inspect packages for any visible damage.</li> <li>○ Remove switches and accessories.</li> <li>○ Check for any physical damage.</li> <li>○ Inventory all components against the packing list.</li> </ul>
Initial configuration	<ul style="list-style-type: none"> <li>○ Connect switch to a management console.</li> <li>○ Power on the switch.</li> <li>○ Perform initial setup (set hostname, IP addresses, passwords).</li> <li>○ Update firmware if necessary.</li> <li>○ Configure basic network settings.</li> </ul>

Services	C1 High-Level Tasks
Pre-deployment Testing	<ul style="list-style-type: none"> <li>○ Test basic connectivity.</li> <li>○ Verify all ports are functioning.</li> <li>○ Ensure management access is working.</li> </ul>
Prep. and Transport	Properly shut down the switches. Securely pack switches for transport. Include any necessary cables and accessories. Transport to WPD/BPD Locations.
Rack Equipment	<ul style="list-style-type: none"> <li>○ Unpack switches at the data center.</li> <li>○ Install rack mounting hardware.</li> <li>○ Mount and secure switches in designated rack positions.</li> </ul>
Connect and Power On:	<ul style="list-style-type: none"> <li>○ Connect power cables.</li> <li>○ Attach network cables according to the planned topology.</li> <li>○ Power on switches in the correct sequence.</li> </ul>
Final Configuration:	<ul style="list-style-type: none"> <li>○ Connect to each switch via console or management network.</li> <li>○ Apply full configuration (VLANs, routing protocols, security features, etc.).Set up any required redundancy or high-availability features.</li> </ul>
Testing	<ul style="list-style-type: none"> <li>○ Verify all physical connections.</li> <li>○ Test network connectivity between switches and other devices.</li> <li>○ Confirm proper routing and switching functionality.</li> <li>○ Check for any errors or anomalies in switch logs.</li> <li>○ Perform throughput and performance testing.</li> <li>○ Validate security configurations.</li> </ul>
Documentation	<ul style="list-style-type: none"> <li>○ Record final configurations.</li> <li>○ Update network diagrams.</li> <li>○ Document any issues encountered and their resolutions.</li> </ul>
Handover	<ul style="list-style-type: none"> <li>○ Provide relevant documentation to the operations team.</li> <li>○ Conduct a walkthrough of the new setup if required.</li> </ul>

**Deliverables from these efforts are:**

- Configured equipment, racked, and cabled/connected at the respective locations.
- Equipment powered on and successfully tested at the respective locations.
- Detailed rack elevation and configuration documentation.

### 3.3 MASERGY WAN Network

The scope of the MASERGY WAN Network component of the project encompasses all the planning, scheduling, configuration, and installation activities specific to the Masergy circuits, hardware, and software.

#### 3.3.1 MASERGY WAN Circuits

C1 shall place the Circuit order with Masergy. C1 will provide WPD/BPD periodic updates on the circuit delivery status. C1 will coordinate final delivery, turnup and testing of each circuit with WPD/BPD and Masergy. C1 will provide WPD/BPD with circuit connectivity test results for each circuit.

The circuit details include:

Site Designation	Site Name	Circuit Information
Primary PSAP	Westminster Police Department	Secure SD-WAN Circuit with Ethernet Port – 500Mbps handoffs
Primary PSAP	Broomfield Police Department	Secure SD-WAN Circuit with Ethernet Port – 500Mbps handoffs

**Deliverables from these efforts are:**

- Circuit diagram with individual circuit details (e.g., end points, path, types, size, etc.).
- Detailed Report containing the connectivity test results of each circuit.

### 3.3.2 MASERGY LAN Networking

The Network equipment will be shipped to C1 where the following configuration and installation activities will take place.

Services	C1 High-Level Tasks
Receive and Unpack Equipment	<ul style="list-style-type: none"> <li>○ C1 will Verify the shipment against the order details.</li> <li>○ Inspect packages for any visible damage.</li> <li>○ Remove switches and accessories.</li> <li>○ Check for any physical damage.</li> <li>○ Inventory all components against the packing list.</li> </ul>
Initial configuration	<ul style="list-style-type: none"> <li>○ Connect switch to a management console.</li> <li>○ Power on the switch.</li> <li>○ Perform initial setup (set hostname, IP addresses, passwords).</li> <li>○ Update firmware if necessary.</li> <li>○ Configure basic network settings.</li> </ul>
Pre-deployment Testing	<ul style="list-style-type: none"> <li>○ Test basic connectivity.</li> <li>○ Verify all ports are functioning.</li> <li>○ Ensure management access is working.</li> </ul>
Prep. and Transport:	<p>Properly shut down the switches.                      Securely pack switches for transport.                      Include any necessary cables and accessories.                      Transport to WPD/BPD Locations.</p>
Rack Equipment	<ul style="list-style-type: none"> <li>○ Unpack switches at the data center.</li> <li>○ Install rack mounting hardware.</li> <li>○ Mount and secure switches in designated rack positions.</li> </ul>
Connect and power on:	<ul style="list-style-type: none"> <li>○ Connect power cables.</li> <li>○ Attach network cables according to the planned topology.</li> <li>○ Power on switches in the correct sequence.</li> </ul>
Final Configuration:	<ul style="list-style-type: none"> <li>○ Connect to each switch via console or management network.</li> <li>○ Apply full configuration (VLANs, routing protocols, security features, etc.).Set up any required redundancy or high-availability features.</li> </ul>
Testing	<ul style="list-style-type: none"> <li>○ Verify all physical connections.</li> <li>○ Test network connectivity between switches and other devices.</li> <li>○ Confirm proper routing and switching functionality.</li> <li>○ Check for any errors or anomalies in switch logs.</li> <li>○ Perform throughput and performance testing.</li> <li>○ Validate security configurations.</li> </ul>
Documentation	<ul style="list-style-type: none"> <li>○ Record final configurations.</li> <li>○ Update network diagrams.</li> <li>○ Document any issues encountered and their resolutions.</li> </ul>
Handover	<ul style="list-style-type: none"> <li>○ Provide relevant documentation to the operations team.</li> <li>○ Conduct a walkthrough of the new setup if required.</li> </ul>

**Deliverables from these efforts are:**

- Configured equipment, racked, and cabled/connected at the respective locations.
- Equipment powered on and successfully tested at the respective locations.
- Detailed rack elevation and configuration documentation.

### 3.4 Final Implementation Activities

This component of the project encompasses all the planning, scheduling, and execution of the remaining project activities associated with:

- User Acceptance Testing of the APEX and MASERGY components.
- The Carbyne APEX NG911 Phone System Training.
- All Production Deployment Activities.
- Project Closeout.

#### 3.4.1 User Acceptance Testing and Defect Resolution

C1 and Carbyne will provide WPD/BPD with a User Acceptance Test Plan that defines how testing will be conducted as well as the specific features and functionalities to be tested. WPD/BPD will work with C1 and Carbyne to outline and execute User Acceptance Testing (UAT). The components of UAT will include.

- Identify the types of testing to be conducted (functional, usability, performance).
- Specify the data to be used during testing, ensuring it reflects real-world scenarios.
- Develop test cases that cover all functionalities, including positive and negative scenarios.
- Have test cases reviewed by stakeholders to ensure completeness.
- Define the duration of UAT, including start and end dates.
- Outline the steps for executing the test cases and the criteria for successful acceptance.
- How to report defects and the process for prioritizing and addressing defects.
- The approval process of how the stakeholders will review results and provide formal acceptance.

**Deliverables from these efforts are:**

- WPD/BPD Approved User Acceptance Test Plan.
- Detailed Test Cases covering all functionalities and the testing steps to execute the tests.
- Defined UAT duration, defect reporting/resolution, and formal acceptance process.

#### 3.4.2 APEX Training Materials

C1 and Carbyne will provide WPD/BPD with detailed Training Materials (e.g., documentation, videos, quick reference guides, etc.) covering all areas of the APEX functionality delivered from this project. At minimum the Train scope should provide:

- Content designed to develop and maintain the skills and knowledge necessary for Westminster and Broomfield 911 staff to be successful.
- Step by Step procedures that walk users through the APEX features and functionality.
- Cover all user types, roles, and permissions.
- Unlimited access to web-based training from Carbyne's online LMS.
- Electronic copies of all Training Materials.

**Deliverables from these efforts are:**

- Detailed, step by step, electronic Training Materials covering all areas of WPD/BPD's APEX functionality and all user types, roles, and permissions.
- Training materials that develop and maintain skills and knowledge.
- Unlimited access to Carbyne's online LMS.

#### 3.4.3 APEX Training Profiles

C1 and Carbyne will provide Training Profiles accessible from the training positions deployed by C1 that replicate the Production Profiles. The Training Profiles will be configured in either the Production Environment or the Staging environment, which will be determined during the Planning Phase. The Training profiles themselves will:

- Account for all WPD/BPD call taking roles.

- Include training queues and phone numbers that simulate automated call distribution.
- Be isolated from the ESInet (i.e., no available ANI/ALI and RapidSOS data).
- Include all available features of APEX (e.g., texting, transcription, mapping, video/location share, etc.)
- Carbyne will provide a detailed Training program and documentation for each respective agency.
- Carbyne will provide one week of onsite Training for each agency.

**Deliverables from these efforts are:**

- Fully configured and tested Training Profiles that emulate the Production Call Taking roles, which are ready for further WPD/BPD testing (e.g., End-to-End and User Acceptance Testing).
- Carbyne will provide one week of onsite Training for each agency.

#### 3.4.4 Production Deployment, Hypercare, & Support Transition

C1 and Carbyne with input from WPD/BPD will document the Production Deployment Plan that includes, but is not limited to, roles, responsibilities, tasks, estimated durations, comprehensive acceptance testing details, and the roll back plan. Upon WPD/BPD approval of the Production Deployment Plan C1, Carbyne, and WPD/BPD will schedule the Production Go-Live. During the Production Go-Live activities, C1, Carbyne and WPD/BPD resources will join a C1 provided Microsoft Teams meeting to execute the Production Go-Live tasks that promote the Carbyne APEX NG911 Phone System from the WPD/BPD Staging Environment to the WPD/BPD Production Environment.

Upon successful completion of the Production Go-Live tasks the Carbyne APEX NG911 Phone System will be Live, and the Hypercare Support period will begin. Hypercare support will include the following aspects to ensure a smooth transition and maintain business continuity.

- Defined duration, typically 2 - 4 weeks.
- Dedicated, 24/7 Support Team comprised of C1, Carbyne, and WPD/BPD Subject Matter Experts with prior knowledge of the WPD/BPD implementation.
- Rapid response times to triage, prioritize, and resolve issues.
- Proactive monitoring of the Carbyne APEX NG911 Phone System.
- On site User Support to address questions, concerns, and additional training as needed.
- Frequent meetings (i.e., hourly, daily, weekly) to discuss issues/resolutions, provide status, and update stakeholders.
- Detailed logging of all issues, resolutions, and lessons learned.
- Gradual handover to the Operational Support Process and Teams.

**Deliverables from these efforts are:**

- Approved C1 and Carbyne Production Deployment Plan, including Roll Back Plan.
- Final Go/No Decision.
- Successful Go-Live of the Carbyne APEX NG911 Phone System.
- Fully completed Acceptance Testing and at minimum, resolution of all Priority 1 and Priority 2 defects.
- Defined and executed Hypercare Support Period.
- Completed Transition to Operational Support.

#### 3.4.5 911 Telephony Carbyne APEX Production Support

Upon completion of the Hypercare Support period, WPD/BPD and C1 will shift to 24/7 Production Support of the Carbyne APEX system. C1's Production Support covers E911 Managed Services and Service Level Agreements (SLA), as outlined in the following subsections.

#### 3.4.5.1 E911 Managed Services

- Provide 24/7 Unlimited Call-In Support to Customer Service Centers (CSC)
  - \* All calls answered within the US and directly by C1-CSC Engineers.
  - \* Multiple CSCs across various US time zones.
- Provide 24/7 Online Ticketing System Access
  - \* Customers can access our online ticketing system 24/7 to open tickets, check the status of existing tickets, update team member information and profiles.
- Provide 24/7 Unlimited Onsite Support
  - \* C1-E911 Field Engineer's only service 911 centers.
  - \* Currently, seventeen (17) E911 Field Engineers.
  - \* Five (5) E911 Field Engineers serve the Westminster and Broomfield Metro area 911 centers.
- Provide 24x7x365 Monitoring & Support of all 911 centers.
  - \* SolarWinds Application customized for 911 center monitoring.
- Network Services
  - \* C1 provides WAN networks (Lumen/LE/Masergy) and hardware to connect 911 centers to Carbyne/AWS Gov Cloud Services.
  - \* C1 provides 24/7 Managed Services to support WAN uptime, provide software updates to WAN hardware, and provide trouble ticket support for network remedy and repair when necessary.
- Monthly E911 System Reports provided every 30 days based on our 24/7 monitoring.
  - \* Reports are generated by PSAP's designated C1-Field Engineer and emailed monthly to the appropriate PSAP & IT Support Personnel.
- Monthly Preventative Maintenance Scheduled for each 911 site.
  - \* Specific Maintenance schedule & Check List maintained for all 911 sites.

3.4.5.2 ConvergeOne Service Level Agreements (SLA)

All cases opened by our Customer Support Center (CSC) are classified under one of the following priorities. Based on defined definitions, the customer can ask for the priority to be escalated. The case priority can be lowered if the customer and the CSC agree.

Carbyne Service Level Agreements (SLA) can be found at <https://carbyne.com/legal/>

Priority Level	Definition	Remote Callback Response Time Goal	On-Site Response Time Goal*
1 - Product Failure or Loss of Service	WPD/BPD’s production environment is down, which will critically impact the Client’s business operations if service is not restored quickly. C1 and WPD/BPD are willing to commit full-time resources “around the clock ” to resolve the situation or until the incident is de-escalated.	Upon Notification	2 Hours
2 - Severely Impaired functionality	WPD/BPD’s production environment is severely degraded, impacting significant aspects of WPD/BPD’s business operations. C1 and WPD/BPD are willing to commit full-time resources during C1’s regular business hours to resolve the situation or until the incident is de-escalated.	1 Hour	4 Hours
3 - Non-Critical System Failure	3 - Non-Critical System Failure	Same Business Day	Same Business Day
4 - Inquiry	WPD/BPD requires information or assistance on vendor product capabilities or configuration.	Next Business Day	Next Business Day
Technical Escalation Procedure			
Priority 1	<ul style="list-style-type: none"> <li>o Escalation to engineer within 30 minutes after start time.</li> <li>o Escalation to manufacturer partner if required.</li> <li>o Escalation to CSC Manager after 4 hours after start time.</li> <li>o Escalation to Executive Management after 12 hours after start time.</li> </ul>		
Priority 2	<ul style="list-style-type: none"> <li>o Escalation to engineer within 1 hour after starting time.</li> <li>o Escalation to manufacturer partner if required.</li> <li>o Escalation to CSC Manager after 6 hours after start time.</li> <li>o Escalation to Executive Management after 24 hours after start time.</li> </ul>		
Priority 3	<ul style="list-style-type: none"> <li>o Escalation to engineer within 4 hours after starting time.</li> <li>o Escalation to manufacturer partner if required.</li> <li>o Escalation to CSC Manager by duty manager after 24 hours after start time.</li> <li>o Escalation to Executive Management after 72 hours after start time.</li> </ul>		
Priority 4	<ul style="list-style-type: none"> <li>o Escalation to engineer within 8 hours after starting time.</li> <li>o Escalation to CSC Manager 48 hours after start time.</li> </ul>		
On-Site Response Procedure		C1 Case Closure Procedure	
The CSC will deploy an engineer to go on-site if one of the following conditions is met. <ul style="list-style-type: none"> <li>o Equipment needs to be replaced.</li> <li>o A determination that an onsite technician is necessary.</li> </ul>		The following criteria must be met before closing out a case. <ul style="list-style-type: none"> <li>o Issue resolved.</li> <li>o Customer approval.</li> <li>o No customer response in 48 hours.</li> </ul>	

**Deliverables from these efforts are:**

- 911 Telephony Carbyne APEX Production Support that adheres to the E911 Managed Services and Service Level Agreements (SLA).

### 3.5 VESTA Phone System Decommissioning

The scope of the VESTA Phone System (VESTA) component of the project encompasses all the planning, scheduling, configuration, and installation activities specific to decommissioning the VESTA Phone System. Upon successful completion on the Carbyne APEX NG911 Phone System Go Live, C1 and WPD/BPD will proceed with decommissioning VESTA. VESTA decommissioning activities will include the following.

- Adherence to WPD/BPD's CJIS Media Destruction Policy.
- Data Migration and Backup of any necessary or required WPD/BPD data.
- Removal of all physical devices including, but not limited to Servers, Network Switches, Modems, Cards/Shelves, and Operations floor PC's.
- Removal of the associated cabling within the equipment cabinets and racks.
- Removal of all Network, Integrations, and VESTA software and/or configurations.
- Removal of VESTA information from all operational support, CMDB, or other tools.
- Securely wipe any data-containing devices.
- Properly dispose of or repurpose hardware.

**Deliverables from these efforts are:**

- The physical and logical removal of all VESTA devices, configurations, and data.
- All VESTA data securely archived and/or destroyed.
- Electronic Destruction (i.e., shredding, degaussing, etc.) of all data and physical devices.

### 3.6 Project Closeout

C1 and Carbyne will assist WPD/BPD with the Project Closeout phase which will include supporting the following WPD/BPD activities.

- **Final Deliverables Review:** Ensure all project deliverables have been completed and meet the agreed upon standards. This includes software functionality, documentation, and training materials.
- **Stakeholder Approval:** Obtain formal acceptance from stakeholders, including end-users and project sponsors, confirming that the project outcomes align with the agreed upon deliverables.
- **Performance Evaluation:** Assess the project's performance against the initial goals and metrics, including budget adherence, timeline, and quality of deliverables.
- **Project Documentation:** Compile and archive all project documentation, including as built diagrams, project plans, reports, meeting notes, and change request details, for future reference.
- **Financial Closure:** Settle all financial matters, including Final invoicing and payment processing, retuning any unexpended project funds (e.g., contingency budget) and closing Purchase Orders.
- **Lessons Learned:** Organize one or more review sessions to discuss successes and challenges encountered during the project. Document insights that can improve future projects.

**Deliverables from these efforts are:**

- Providing requested deliverables & documentation.
- Assisting with Stakeholder Approval & Performance Evaluations.
- Participating in Lessons Learned.

## 4.0 Project Schedule

The following high-level schedule is representative of this implementation project. A refined and more detailed schedule will be developed based on the actual Project Kickoff date and the outcomes of the Planning Phase.

Task	Duration	Start	Finish	Assigned	Comments
<b>Carbyne Install Project Plan</b>	<b>146d</b>				
<b>Project Initiation</b>	<b>23d</b>				
Contract Completion	0			WPD/BPD , Carbyne, C1	
Project Kickoff	1d			WPD/BPD , Carbyne, C1	
Site Survey	1d			WPD/BPD , Carbyne, C1	
Decision Maker Workshop	1d			WPD/BPD , Carbyne, C1	
Complete Design Activities	2w			WPD/BPD , Carbyne, C1	
<b>Planning Phase</b>	<b>137d</b>				
<b>Circuits</b>	<b>132d</b>				
Masergy Circuits	25d				
Order Circuit	25d			C1	Circuit ordering complete
Circuit Activation				C1	
<b>ESINet</b>	<b>117d</b>				
ESINet Circuit #1 Tested	1d			Customer / Lumen	
ESINet Circuit #2 Tested	1d			Customer / Lumen	
<b>Network and Call Taking Equipment</b>	<b>125d</b>				
Network Hardware	124d			C1	
Order Hardware	20d			C1	
Receipt of Hardware	80d			C1	
<b>Call Taking Hardware</b>	<b>105d</b>			<b>Carbyne, C1</b>	
Order Hardware	19d			C1	
Receipt of Hardware	85d			C1	
Inventory Hardware	20d			C1	
Configuration of Hardware				C1	
<b>Deployment Plan</b>	<b>21d</b>				
Review of Deployment Plan	1d			WPD/BPD , Carbyne, C1	
Finalize Deployment Plan	8d			WPD/BPD , Carbyne, C1	
<b>Execution</b>	<b>135d</b>				
<b>Network</b>	<b>4d</b>				
HLD Approval	1d			WPD/BPD, C1	
Configuration	1d			C1	
Installation of Network	1d			C1	
Testing	1d			C1	
<b>Deployment</b>	<b>64d</b>				
Position Base Installation					
Remote Workstation Setup				Carbyne, C1	

Arbitration	64d				
CTMs shipped to customer	64d			Carbyne, C1	
CTMs arrived	10d			Carbyne, C1	
Validate Pinouts Shared with Radio Vendor	1d			Carbyne, C1	
Installation at position	0.25d			Carbyne, C1	
Connect to workstation to validate 2-way audio	0.25d			Carbyne, C1	
Test 2 way audio with radio	0.1d			Carbyne, C1	
<b>Testing</b>					
Finalize Testing Plans	30d			WPD/BPD , Carbyne, C1	
C1 Testing w/o ESINet	1d			C1	Masergy circuits installed
C1 Complete Testing	1d			C1	ESINet circuits installed
Customer UAT	3d			WPD/BPD , Carbyne, C1	Add C1 testing plan steps
Training	5d				
<b>Training Plan</b>					
Create a draft training plan	5d			WPD/BPD , Carbyne, C1	
Set up LMS Accounts for customer personnel	5d			Carbyne, C1	
Review with customer for approval	5d			WPD/BPD , Carbyne, C1	
Schedule training based on final approval	1d			WPD/BPD , Carbyne, C1	
<b>Configure Training Environment</b>					
Training Environment PSE Setup	3d			Carbyne, C1	
Ship Training Room Laptops to PSAP	3d			Carbyne, C1	
<b>Training</b>					
End User Training & Trainer the Trainer	3d			WPD/BPD , Carbyne, C1	
<b>Go Live</b>					
Review Go Live Plan	1d			WPD/BPD , Carbyne, C1	
Approve Go Live Plan	1d			WPD/BPD , Carbyne, C1	
Go/No-Go Call	1d			WPD/BPD , Carbyne, C1	
Execute plan for Text 2 911	1d			WPD/BPD , Carbyne, C1	
Execute plan for Non-Emergency Calls	1d			WPD/BPD , Carbyne, C1	
Remediation activities	1d			WPD/BPD , Carbyne, C1	
Cutover Complete				WPD/BPD , Carbyne, C1	
<b>Project Closure</b>					

Configuration changes and remediation	2d			WPD/BPD , Carbyne, C1	
<b>Managed Services Handover</b>					
Complete Handover information for Managed Services	2d			WPD/BPD , Carbyne, C1	
Complete handover to Managed Services	2d			WPD/BPD , Carbyne, C1	
Instructions for Customer Staff	2d			WPD/BPD , Carbyne, C1	
Lessons Learned	2d			WPD/BPD , Carbyne, C1	
Project Closed	2d			WPD/BPD , Carbyne, C1	

## 5.0 Financial Details and Billing Plan

### Funding Responsibility

The Jefferson County Emergency Communications Authority (JCECA) shall be responsible for funding this project for the full duration of the initial five (5) year term of this Statement of Work.

### Participating 911 Agencies

The following public safety agencies shall operate the Carbyne APEX applications delivered under this Statement of Work:

- **Westminster Police Department (WPD)**  
9110 Yates Street, Westminster, Colorado 80031
- **Broomfield Police Department (BPD)**  
7 Descombes Drive, Broomfield, Colorado 80020
- **Emergency Backup Center**  
11600 Ridge Pkwy, Broomfield, CO 80021

### Term and Optional Renewal Period

This project and this associated Statement of Work shall have an initial term of five (5) years commencing on the Effective Date.

At the option of Westminster Police Department and Broomfield Police Department, the term may be extended for up to an additional five (5) years (Years 6–10). The annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to 5%.

### Milestone Payments

- **APEX Workstation and Network Hardware/Software**
  - C1 – Carbyne APEX Hardware Solution Quote: OP-000880778/SO-000996935
  - Payment due upon client acceptance of hardware/software shipment(s) and C1 completion of inventory
- **C1 Professional Services Milestone**
  - C1 – Carbyne APEX Hardware Solution Quote: OP-000880778/SO-000996935 = \$10,000.00
  - C1 – Carbyne APEX Solution – 5YRS: OP-000873795/SO-000996924 = \$57,130.00
    - 30% - Project Initiation - Kick-Off Meeting, Resource Assignment
    - 30% - Planning and Design - Project Plan, Design
    - 30% -Customer UAT (User Training & Acceptance) Handoff
    - 10% - Final Customer Acceptance of the Project

### 5.1 Overall Financial Summary

The table that follows details the expected costs associated with the 5-year contract term, totaling \$1,910,591.00. During the first year when the 911 Telephony Carbyne APEX system is being implemented to the extent possible, all non-implementation costs will be prorated from Go Live completion up to the end of the first contract year.

Westminster Police Department	Year 1	Year 2	Year 3	Year 4	Year 5	
Carbyne APEX Licenses	\$ 145,956.00	\$ 145,956.00	\$ 145,956.00	\$ 145,956.00	\$ 145,956.00	\$ 729,780.00
Cloud Connections	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 105,000.00
APEX Hardware Cost	\$ 67,692.00	\$ -	\$ -	\$ -	\$ -	\$ 67,692.00
EOC Hardware Cost	\$ 18,454.00	\$ -	\$ -	\$ -	\$ -	\$ 18,454.00
C1 - Professional Services Cost	\$ 33,565.00	\$ -	\$ -	\$ -	\$ -	\$ 33,565.00
Carbyne - Professional Services	\$ 83,750.00	\$ -	\$ -	\$ -	\$ -	\$ 83,750.00
Carbyne Trigger Module	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00
<b>TOTALS</b>	<b>\$ 377,617.00</b>	<b>\$ 166,956.00</b>	<b>\$ 166,956.00</b>	<b>\$ 166,956.00</b>	<b>\$ 166,956.00</b>	<b>\$ 1,045,441.00</b>
Broomfield Police Department	Year 1	Year 2	Year 3	Year 4	Year 5	
	\$ 110,076.00	\$ 110,076.00	\$ 110,076.00	\$ 110,076.00	\$ 110,076.00	\$ 550,380.00
Cloud Connections	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 105,000.00
APEX Hardware Cost	\$ 66,801.00	\$ -	\$ -	\$ -	\$ -	\$ 66,801.00
EOC Hardware Cost	\$ 18,454.00	\$ -	\$ -	\$ -	\$ -	\$ 18,454.00
C1 - Professional Services Cost	\$ 33,565.00	\$ -	\$ -	\$ -	\$ -	\$ 33,565.00
Carbyne - Professional Services	\$ 83,750.00	\$ -	\$ -	\$ -	\$ -	\$ 83,750.00
Carbyne Trigger Module	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00
<b>TOTALS</b>	<b>\$ 340,846.00</b>	<b>\$ 131,076.00</b>	<b>\$ 131,076.00</b>	<b>\$ 131,076.00</b>	<b>\$ 131,076.00</b>	<b>\$ 865,150.00</b>
C1 - Carbyne PRICESUMMARY						
C1 - Carbyne APEX Total Contract Value (5YRS)	\$ 1,729,190.00					
C1 - Carbyne Hardware Cost (5YRSSW/HW Support)	\$ 181,401.00					
<b>C1 - Carbyne Total Contract Value</b>	<b>\$ 1,910,591.00</b>					

### 5.2 Schedule of Rates for Professional Resources:

- Solutions Architect: \$225/hr.
- Systems Engineer: \$225/hr.
- Network Engineer: \$225/hr.
- Integration Engineer: \$225/hr.
- Technical Account Manager: \$225/hr.
- Project Manager: \$150/hr.

### 6.0 Assumptions and Dependencies

The following Assumptions and Dependencies have been identified while creating this SOW. These will be monitored over the project lifecycle and addressed as necessary by WPD/BPD, C1, and Carbyne.

## 6.1 Assumptions

- C1, Carbyne, WPD/BPD, and any required contractors will have the availability, skills, and tools necessary to deliver the full scope of this project within the estimated duration outlined in the approved, baselined project schedule.
- C1, Carbyne, WPD/BPD, and any required contractors will deliver a high-quality, integrated 911 Telephony Carbyne APEX system that fulfills all project requirements, objectives, and specifications outlined in the project documents.
- User Acceptance Testing will be skillfully executed, with all identified defects deemed Critical or High Priority resolved and successfully retested prior to Go Live.
- Training for the new APEX system will be thorough, with all significant knowledge gaps addressed and successfully evaluated prior to system implementation.

## 6.2 Dependencies

- Internal to the project:
  - Prompt receipt of all hardware and Masergy WAN Circuits.
- External to the project:
  - Electrical power improvements at both 911 Facilities.

## 7.0 Risks and Issues

The following Risks and Issues have been identified while creating this SOW. These will be monitored over the project lifecycle and addressed as necessary by WPD/BPD and C1.

### 7.1 Risks

- If one or more assumptions or dependencies in section 6.0 are inaccurate the project may be negatively impacted effecting the quality, scope, schedule, budget, staffing or any other aspects of the project.
- C1, Carbyne, or WPD/BPD resource unavailability could delay or otherwise negatively impact the project (e.g., contract resource expenses).
- COVID 19 or another pandemic-like event could delay or otherwise negatively impact the project.
- Geopolitical destabilization and/or a natural disaster(s) could delay or otherwise negatively impact the project.

### 7.2 Issues

- No Issues have been identified.

Appendix A - WPD/BPD Requirements Traceability Matrix (RTM)

<b>ID</b>	<b>Requirement Name</b>	<b>Requirement Description</b>	<b>MoSCoW Value</b>	<b>Carbyne Comment</b> <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
1	<b>Use Case Name, User Story, Standard Requirement Name, etc.</b>	<b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b>		
2	<b>Pre-Activity Setup</b>	This section captures requirements for the setup and configuration of the application prior to the WPD/BPD 911 Organization using the application for Emergency and Non-emergency call activities.		
2.1	Emergency Call Taker (ECT) Skills Configuration	Skills are designations assigned to 911 users identifying which 911 activities they are capable of completing. These skills are assigned by 911 managers. A 911 user may have any combination or none (a new hire for example) of these designations at a given time. A user having a specific designation will control access to the telephony application tools and capabilities that a user has access to and how they see it on their screens when using the application.	Must Have	Comply. APEX supports user-defined skill sets, which contains one or more call queues for call processing.

ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
2.2	Caller Role Configuration	The telephony application must support the WPD/BPD 911 organization's caller role configuration. The configured roles, in the current-state application, have the same telephony functionality available to the call taker, but change the queues that a call taker may access.	Must Have.  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	APEX currently supports the following user roles. Additional roles are being developed for more specific access within the system. Call routing and queues assigned are flexible in APEX and are pre-defined via skill set by administrators.  Call Taker - Access to APEX capabilities to handle emergency and non-emergency calls. Trainer - Full access to APEX capabilities, including call monitoring and barge. Administrator - Full access to APEX capabilities, including call monitoring and barge. Full access to Control Center administration. Full access to Control Center applications. Wallboard - Access to wallboard displays. Responder - Full access to Responder Connect platform.
2.2.1	Caller Role Configuration	The telephony application must support the WPD/BPD 911 organization's caller role configuration. The configured roles, in the current-state application, have the same telephony functionality available to the call taker, but change the queues that a call taker may access.	Should Have	APEX queues that a call taker may access is controlled via Skill Sets. A call taker may have one or more Skill Sets. Skill Sets can be changed on-the-fly without log out/in. Skill Sets can be administratively configured using the Control Center browser-based application by authorized (Admin) personnel.
2.2.2	Caller Role Configuration - Text-to-911-only - multi-text functionality	The telephony application must support the WPD/BPD 911 organization's call taker role by allowing a single call taker to engage in multiple text conversations simultaneously.	Should Have	APEX supports one call (session) at a time, for either voice or text. A session can be parked, which will allow the call taker to become available to process another session. This will allow a call taker in a text-only skill set to engage in multiple text conversations simultaneously.

ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
2.3	Positions Configuration	Positions must be configurable within the Telephony application. - Positions designate a physical space for a 911 user to sit and login to telephony hardware and software - Positions are configured with a label that captures the Position Number + Role + Site (primary or secondary) - A 911 users position must be associated with them for the duration of their login	Must Have	Comply. Valid and authorized APEX workstations are installed and configured for Westminster and Broomfield 911 during system deployment. These are the only APEX workstations that my process calls for the Westminster and Broomfield 911 agency. A call taker has unique usernames and passwords which uniquely identify them on the system, and which supply them with the role and skill set(s) they are permitted to use. A user may logon to any valid Westminster and Broomfield 911 workstation to process calls from the call queues they are authorized to access. User role is not coupled with the station, Carbyne supports hot seats so it can be dynamic and changed based on login and eligibility of the user.
2.4	Queues Configuration	The telephony application must have the capability to configure and manage call queues for the WPD/BPD 911 organization. The telephony application must be able configure the below queues, as well as be adaptable to future changes and additions of queues to align with evolving business needs. <ul style="list-style-type: none"> <li>- Emergency Medical Services (EMS)</li> <li>- Fire</li> </ul>	Must Have	Comply. The APEX system supports more than the required 40 call queues. These will be configured by Professional Service Engineers during deployment with guidance from Westminster and Broomfield 911 officials.

ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
2.4.1	Queues Prioritization	The telephony application must have the capability to configure queue prioritization for the WPD/BPD 911 organization. The telephony application must be able to configure the below queues, as well as be adaptable to future changes and additions of queues to align with evolving business needs. <ul style="list-style-type: none"> <li>- 911</li> <li>- Mutual Aid (a partnership line for other safety services and jurisdictions)</li> <li>- Alarms</li> <li>- Non-emergency</li> <li>- Crime Stoppers</li> <li>- Special Events</li> <li>- Westminster and Broomfield Animal Protection (DAP)</li> <li>- Star</li> <li>- Emergency Medical Services (EMS)</li> <li>- Fire</li> </ul>	Must Have	Comply. Call queues are organized based on rank / priority within skill sets. This supports scenarios where the call taker skill set has P1 for the 9-1-1 queue, while the supervisor skill set has P2 for the 9-1-1 queue. In this configuration, the supervisor will only be presented with a 9-1-1 call if all call takers are busy or unavailable.
3	911 User Login Activities	<b>This section captures requirements for the 911 user login process.</b>		
3.1	Login Capabilities	A 911 user and administrators must have the ability to login to the telephony application through the following TS approved access locations: <ul style="list-style-type: none"> <li>- Desktop</li> <li>- Laptop</li> <li>- Web portal (Browser)</li> <li>- Installed Application (i.e., Soft Phone)</li> </ul>	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Partially comply. The APEX system supports desktop and laptop installs on either Windows 10 or 11. Control Center can be accessed via web Browser to make configurations changes, manage the contacts displayed in the platform, manage users and groups, view the Events History and the system activity log and view the Analytics and Wallboard applications.

ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
3.2	Login Process	<p>A 911 user must have the ability to login to different aspects of technology to execute their duties during a shift. These technological aspects include:</p> <ul style="list-style-type: none"> <li>- Position</li> <li>- Workstation</li> <li>- Application</li> <li>- Role</li> </ul> <p>In your response, please describe the telephony application and hardware login processes. Discuss the different types of login technology available to the WPD/BPD 911 organization, including:</p> <ul style="list-style-type: none"> <li>- If unique login requirements may be configured by workstation and role</li> <li>- Traditional Username and Password</li> <li>- Multi-factor Authentication (MFA)</li> <li>- Key Pad Entry (ex. Genovation Keypad)</li> <li>- Biometrics</li> <li>- Other login technology?</li> </ul>	Must Have	Comply. A user may logon to any valid Westminster and Broomfield 911 APEX workstation to process calls from the call queues they are authorized to access. APEX user logins are unique email addresses with complex passwords. If configured, workstations can utilize Two-factor Authentication (2FA) using time-based, one-time password pin numbers.
3.3	Position Login	<p>A 911 user will arrive for a shift and must be able to login to a specific position.</p> <ul style="list-style-type: none"> <li>- A position is a designated physical space with the hardware and software capabilities required for the user to execute their required activities during a scheduled shift.</li> <li>- The position must be associated with the 911 user within the telephony application for the duration of their login.</li> </ul>	Must Have	Comply. A user may logon to any valid Westminster and Broomfield 911 APEX workstation to process calls from the call queues they are authorized to access.
3.4	Workstation Login	<p>A 911 user, typically a call taker but may be a different role, must be able to login to their workstation.</p> <ul style="list-style-type: none"> <li>- A workstation is the hardware and initial operating system that a 911 user will be logging into to access the telephony and software capabilities they will need to execute their duties during a scheduled shift.</li> </ul>	Must Have	Comply. APEX supports SSO via SAML integration with Okta, Microsoft Azure AD, or Auth0. Additional integrations are possible.

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3.5	Application Login	<p>A 911 user must have the ability to login to all of their necessary applications to complete their duties during the duration of their shift.</p> <p>In your response, please identify the following:</p> <ul style="list-style-type: none"> <li>- All of the telephony applications a 911 user may login to based on their role</li> <li>- Please describe the application login process</li> </ul>	Must Have	<p>Comply. A user may logon to any valid Westminster and Broomfield 911 APEX workstation to process calls from the call queues they are authorized to access. In addition, access to the Control Center browser-based application is also available (based on role) for reporting / analytics, contract and speed dial configuration, events history CDR and media playback, user administration, and wallboard status (queue, desk, and video board). Roles may be administratively set using Control Center for users requiring different roles between work shifts.</p> <p>Application login entails supplying the username (authorized email address) and password. If 2FA is enabled, the user is required to utilize a one-time token generator application to supply the secured pin number for access.</p>

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3.6	Role Login	<p>A 911 user must have the ability to login to their assigned role during their shift. Configured roles may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>- Call Taker</li> <li>- 911-only (assigns a call taker to only the 911 and Mutual Aid queues)</li> <li>- ECT Trainer</li> <li>- Dispatcher</li> <li>- Supervisor</li> <li>- Administrator</li> </ul>	<p>Must Have</p> <p>Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.</p>	<p>Partially comply. The currently supported APEX roles listed below may be administratively changed using the Control Center browser-based application for users requiring different roles between work shifts:</p> <p>Call Taker - Access to APEX capabilities to handle emergency and non-emergency calls.</p> <p>Trainer - Full access to APEX capabilities, including call monitoring and barge.</p> <p>Administrator - Full access to APEX capabilities, including call monitoring and barge. Full access to Control Center administration. Full access to Control Center applications.</p> <p>Wallboard - Access to wallboard displays.</p> <p>Responder - Full access to Responder Connect platform.</p> <p>An eligible user can move from one role to another to change his call routing strategy/ queues by assigning different skillset respective to the role in which they need to function</p>
4	Call Delivery Style	<p><b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b></p>		
4.1	Interactive Voice Response (IVR)	<p>The telephony application must have the ability to provide IVR functionality to the 911 Organization.</p>	<p>Must Have</p>	<p>IVR solution for admin lines will be provided by the Amazon LEX via the Carbyne APEX and Amazon Connect integration. Carbyne would like to review Customer's use cases for the IVR.</p>
4.1.1	Nested IVR - Call Tree Configuration	<p>The telephony application must allow the 911 organization to configure Nest IVR - Call Trees within the application. This may be a singular IVR or multiple nested IVRs. These may also be configured as emergent events and organizational requirements dictate (ad hoc).</p>	<p>Must Have</p>	<p>IVR solution for admin lines will be provided by the Amazon LEX via the Carbyne APEX and Amazon Connect integration. Carbyne would like to review Customer's use cases for the IVR.</p>

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4.2	911 Hold Recordings	The telephony application must have the ability to capture and manage hold recordings for the 911 organization.	Must Have	Comply
4.3	Ring Groups	<p>The 911 organization must have the ability to configure and utilize up to 500 ring groups. These ring groups are configure based on Position-level, Role, and Skills.</p> <p>For dispatchers and managers, these ring groups must be dynamic queues with the ability to assign call takers to queues as needed.</p>	<p>Must Have</p> <p>Note: WPD/BPD accepts delivery of this item as outlined in Carbyne’s Comment.</p>	Groups of Ring All queues can be configured within a Skill Set. Each ring all queue can be ranked / prioritized to "ring in progression" based on available call takers.
4.4	Queues	<p>The 911 organization must have the ability to configure and utilize up to 500 queues.</p> <ul style="list-style-type: none"> <li>- Queues must be configurable based on Position-level, Role, and Skills</li> <li>- All queues must have the ability to be dynamic queues. Dynamic queues can be logged into, and out of, at a moment’s notice without the need to exit the application.</li> <li>- A manager or dispatcher must be able to assign a 911 user or call taker to any queue as needed.</li> <li>- Queue functionality required by Westminster and Broomfield 911 includes standard queues and dynamic queues.</li> </ul>	<p>Must Have</p> <p>Note: WPD/BPD accepts delivery of this item as outlined in Carbyne’s Comment.</p>	Partially comply. APEX provides different roles and, based on pre-configured skill-sets, allows any eligible roles to dynamically change their skill-set group. Admin role is able to change users skill-sets and assign them to specific queues. Call-takers will need to log-out/log-in to apply the changes. Automatic agent reskilling is currently a feature gap.
4.5	Automatic Call Distribution (ACD)	<ul style="list-style-type: none"> <li>- All queues must have the ability to perform automatic call distribution to call takers through dynamic queues</li> <li>- All queues must have the ability to 'Force Connect' call takers to calls from the queue</li> <li>- Dispatchers and managers must have the ability to manually select 'Answer' prior to taking a call</li> <li>- ACD options must include Force Connect or Direction Connect</li> </ul>	Must Have	Comply. These setting are configurable based on user preference.

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4.6	Manual Call Distribution	<ul style="list-style-type: none"> <li>- The application should have the ability to allow a manager or dispatcher to manually assign a 911 user or call taker to a queue as needed.</li> <li>- The manager or dispatcher should also have the ability to manually assign individual calls to a 911 user or call taker as needed.</li> </ul>	Should Have	The APEX solution support queue assign via skill set association. This is accomplished using the browser-based Control Center administrative application.
4.7	Personal Greetings	Personal greetings must be recorded configured for each user for each queue. The number of personal greetings includes up to 10 greetings per user, with at least 2000 available configurable personal greetings available for the WPD/BPD 911 organization.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	APEX supports individual personal greeting. These greetings can be recorded / changed on-the-fly by the call taker, and can be turned off as needed (e.g. during times of heavy call volume). APEX supports single greeting per user per queue, which can be updated by call takers at any time.
4.8	Call Taker Status Routing	The telephony application must allow for calls to be routed from queues to call takers based on the Call Taker's Status. An acceptable call status for automatically receiving calls is the 'Ready for Call' status, however, the functionality must be configurable to meet changing business needs.	Must Have	Comply
4.9	Manager Routing	The telephony application must allow managers and dispatchers to manually route calls to call takers as needed, and regardless of status. This manually routing of calls may be to individuals or groups.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	On APEX can be done only when a call-taker is on the eligible status to receive calls (ready)
4.10	CAD Spill	The telephony application must auto-populate call data into a new CAD emergency issue template. This includes the most accurate call address, phone number and raw call detail record. Auto populating the CAD template at the time of call handling saves the call taker time, as well as improves call data accuracy.	Must Have	Comply. CAD spill integration is dependent on the ANI/ALI information received with the call. API integration provide all information
5	Call in-progress	<b>Description of the business need - This can be a high-level Use Case/Package</b>		

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		<b>with a focus on the key feature/capability set.</b>		
5.1	Phone	The telephony application must allow for inbound calls to be taken from digital or analog telephone technology. This is an audio only channel.	Must Have	Comply. If analog, media gateways will be needed.
5.2	Text - Outbound Text	The telephony application must allow outbound text (SMS) messages to the 911 call center to initiate an emergency or non-emergency interaction. As an example, this may include a call taker or dispatcher texting a resident to notify them of a delay in dispatching of resources.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Partially comply. APEX provides SMS "text back" for abandoned calls. On any text911 call, APEX can be configured to send an automated caller greeting message.  APEX provides the ability to send out an SMS to include the Carbyne hyperlink that allows the user to initiate a two-way chat session even if a voice call is not established.  The ability to send an unsolicited outbound free-text SMS is on the roadmap but is not currently available. The release date is TBD and likely closer to 2026.
5.3	Text - Inbound Text	The telephony application must allow inbound text (SMS) messages to the 911 call center to initiate an emergency interaction. Once a text conversation is initiated with a 911 call taker, the call taker must have the ability to respond to a caller in a two-way text conversation.	Must Have	Comply
5.3.1	Text - Conversation Transfer	Once a text conversation is initiated with a 911 call taker, the call taker must have the ability to transfer the text conversation to other 911 call centers in Colorado jurisdictions.	Must Have	This capability is dependent upon the TCC vendor.
5.3.2	Text - Pictures	Once a text conversation is initiated with a 911 call taker, the call taker must have the ability to view incoming pictures or images.	Must Have	Comply

<b>ID</b>	<b>Requirement Name</b>	<b>Requirement Description</b>	<b>MoSCoW Value</b>	<b>Carbyne Comment</b> <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
5.3.3	Text - Picture Blurring	Once a text conversation is initiated with a 911 call taker, the call taker must have the ability to view incoming pictures or images, and these images must be blurred when initially received. The call taker would then have the option to unblur the image at their discretion.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Caller photograph uploads are supported using the over-the-top (OTT) chat capability in APEX. Text to 9-1-1 support for multimedia is dependent upon the TCC vendor. The photos shared by the caller are received in a way that the call taker originally display as a very small thumbnail image within the chat pane. Though not blurred, a call taker would have to intentionally click on the image to enlarge it. Furthermore, APEX can be configured to require an operator to manually send the Carbyne link to initiate rich data/imagery.
5.4	Video	The telephony application must allow a 911 call taker to initiate a video and audio call interaction with a caller as needed. A 911 call taker must send a link via email or text to a call, that once the caller clicks the link, the video and audio call is initiated. Video calls are not initiated by a caller, only a 911 call taker.	Must Have	Comply
5.4.1	Video - Image Blurring	The telephony application must provide the ability to blur incoming video from residents. This includes the full screen blurring of the video image.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Upon caller approval of live video camera access, the video feed is initially blurred within the call-taker's APEX application. The call-taker can choose to view the video and choose to hide the video at any point thereafter. The live video feed can be shared with field responders via Responder Connect whether or not the call-taker chooses to view it themselves. There are multiple configuration options available that can be modified quickly based on the needs of Westminster and Broomfield 911.

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5.5	Translation Services	<p>The telephony application must provide language translation services and capabilities to call takers in the 911 organization. Translation capabilities include, but are not limited to, the translation of foreign languages into English (US). This translation service occurs live during a call within a screen in the telephony application. The translation data from each call is available within the application and associated with the call record, as well as available for recording. Call Translations may be automatically or manually initiated at the discretion of the 911 Organization. The following languages must be available for translation:</p> <ul style="list-style-type: none"> <li>- Spanish</li> <li>- Arabic</li> <li>- Russian</li> <li>- Vietnamese</li> <li>- Mandarin</li> <li>- French</li> <li>- Amharic</li> <li>- Farsi (Persian)</li> <li>- Haitian Creole</li> <li>- Burmese</li> </ul>	<p>Must Have</p> <p>Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.</p>	<p>APEX uses AI technology to automatically detect a caller's foreign language. Once detected (~ 5-10 seconds), the caller's conversation is transcribed in English for the call-taker within the APEX transcription pane. The call-taker conversation is also transcribed in English within the APEX transcription pane and an AI voice will relay the call-taker's words verbally in the caller's native language. The bi-directional voice can be toggled on or off. The historical record of each call is available for review within APEX Events History. The call transcription and voice audio are included in the event. See the attached "Translation Supported Languages" list.</p> <p>NOTE: - Farsi (Persian) is on the roadmap for Q4-2024. Carbyne's 3rd party translation services provider does not currently support Haitian Creole or Burmese. They have advised Carbyne that these languages will likely be supported by the end of Q2 2025.</p>

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5.6	Transcription Services	<p>The telephony application must have the capability to transcribe calls in real time within the application UI and available for a call taker to access. These call transcriptions are an automated ability to turn voice into text. Call transcriptions must be associated with a 911 call template and the data available for recording. The following languages must have the ability to be transcribed:</p> <ul style="list-style-type: none"> <li>- Spanish</li> <li>- Arabic</li> <li>- Russian</li> <li>- Vietnamese</li> <li>- Mandarin</li> <li>- French</li> <li>- Amharic</li> <li>- Farsi (Persian)</li> <li>- Haitian Creole</li> <li>- Burmese</li> </ul>	<p>Must Have</p> <p>Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.</p>	<p>Voice-to-text translation currently supports 14 languages. An additional 50+ languages will be supported in Q4 2024. SMS translation is currently supported in Spanish and additional languages will be on the roadmap with a date TBD. See the attached "Translation Supported Languages" list.</p> <p>NOTE: - Farsi (Persian) is on the roadmap for Q4-2024. Carbyne's 3rd party translation services provider does not currently support Haitian Creole or Burmese. They have advised Carbyne that these languages will likely be supported by the end of Q2 2025.</p>
5.7	Call Location Data - ANI ALI	<p>The telephony application must have the ability to capture ANI ALI call location data from a callers device. ANI ALI represents 'Automated number, location and information' identification and capture from a call device. It includes the following information:</p> <ul style="list-style-type: none"> <li>- Call Address</li> <li>- Phone # (physical, mobile, or soft)</li> <li>- General location</li> <li>- Cell tower location</li> <li>- Integrated with CAD</li> </ul>	Must Have	Comply
5.8	Call Joining	<p>The telephony application must allow managers and call trainers to join in-progress calls. The functionality may include, but is not limited to, the following options:</p> <ul style="list-style-type: none"> <li>- Just Listen (a passive setting for listen-only mode)</li> <li>- Barge In</li> <li>- Join</li> </ul>	Must Have	Comply
6	Call Arbitration	<p><b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b></p>		

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6.1	Automatic Arbitration	The telephony application must have the ability to arbitrage between 911 radio channels and incoming phone calls. When a call taker is listening to 911 radio channels in their headset, the telephony application must automatically arbitrage the radio channel to the external computer speakers so a call taker may receive an incoming phone call in their headset. When the call ends, the radio may go back to the headset, if applicable.	Must Have	Comply. This is more dependent on the radio arbitration device, but APEX does support this.
6.2	Manual Arbitration	The telephony application should have the ability to allow a call taker to decide which device, headset or speaker, the radio channels or phone call will go to when in an arbitration situation.	Should Have	Comply. This is more dependent on the radio arbitration device, but APEX does support this.
7	<b>Call Resolution</b>	This section of business requirements captures the needs of the WPD/BPD 911 organization when resolving a call or interaction.		
7.1	Call Resolution Types	The telephony application must allow call takers to manage the end of their call in the following ways - ECT/NECT ends the call - Caller ends the call - Warm transfer of call to a different call taker - Cold transfer of call to a different call taker - Warm or cold transfer call to other agency, department, or jurisdiction - Initiate a conference call with other call takers or roles - Cancel the transfer or conference selection - 'Park' call functionality	Must Have	Comply. The APEX call handling solution supports consultative transfer, and the Call Taker has the option to confer with the transfer-to party or immediately complete the transfer without consultation.
7.2	Resolution Channels	The telephony application must allow call takers to manage the end of their interaction by all available call resolution types (7.1) across all available channels. Including but not limited to: - Call (telephony) - Text (SMS) - Video - Radio	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Partially comply. Radio integration is currently available for audio arbitration via the Carbyne Trigger Module device. This allows a single headset to be shared between APEX call handling and the radio console (arbitration manager).

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7.3	Abandoned Calls - Call Back	For abandoned calls, the application must provide automatic call back capabilities. This functionality must also place the automatic call back into the queue for assignment to an ECT should a caller respond.	Must Have	Comply
7.4	Queue Position Call Back Functionality	For long call hold times in the NECT queues, the application must provide automatic call back capabilities. This functionality must also place the automatic call back into the queue for assignment to an ECT should a caller respond. This functionality is selected by the caller.	Should Have	The APEX call handling solutions support automatic abandoned text back and callback. If the caller drops due to long wait time in queue, the system will automatically respond to the caller with options for callback. This feature will be supported by the Amazon Connect/Lex integration.
8	Call Recording	<b>The below section describes the 911 organization's requirements for telephony and telephony-related hardware.</b>		
8.1	Roles	The telephony application must have the ability to record interactions between all applicable roles in the 911 organization. Applicable roles may include the following: - Callers (external) - Call takers - Supervisors - Managers - Dispatch	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Partially comply. The browser-based Control Center Events History administrative application provides search and media replay capability for all CDR in the system. Currently, the APEX system does not record internal interactions, unless they are part of an external call.
8.2	Channels	The telephony application must have the ability to record interactions. Interactions include the following channels and their associated metadata: - Calls (telephony) - Text (SMS) - Video - Radio - Transcriptions - Translations - ANI ALI - Geolocation, including Breadcrumbs - Telephony application screen recordings	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	The browser-based Control Center Events History administrative application provides search and media replay capability for all CDR in the system. The solution currently offer screen recording. This capability is usually reserved for a separate (third party) QA-enabled media recording solution.

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8.3	Retention	The telephony recording solution must have the ability to retain interaction recordings and their supporting metadata.	Must Have	Comply.
8.4	Call Exporting	The telephony recording solution must have the ability to allow supervisors and managers to download and send the recordings and audio files via email or link.	Must Have	Comply
8.5	Call Playback - Concurrently	The telephony recording solution should have the ability to allow all roles, including call takers, to playback their call recordings while on the call.	Should Have	Call recordings are available upon call termination within the APEX call handling system (recent calls / call review mode) and the Control Center Events History administrative browser-based application. Call transcription is available during live calls to review caller conversation. There is a possibility that if the recorder you use meet the needs, its URL can be embedded the into APEX for access within the application.
8.5.1	Call Playback - After Call	The telephony recording solution should have the ability to allow all roles, including call takers, to playback their call recordings after a call has concluded within an hour (60min) of the call resolution.	Should Have	Comply
9	Other Requirements	<b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b>		

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9.1	Tie Lines / Ring Down Lines / APIs	<p>The telephony solution must have the ability to assign up to 50 Tie Lines as needed. Tie lines are dedicated phone numbers to department, city, regional, and state organizations whom the 911 organization will need to reach out on a timely and efficient basis.</p> <p>Organizations, internal or external to the city organization and city network, will require the vendor's application to share telephony and CAD data with the tie line organization. Also, tie lines are typically operated between dispatchers in 911 and the corresponding agency, however, other roles must have the ability to use this functionality if configured to do so.</p>	Must Have	Comply. Outside organizations can receive telephony data using APIs.
9.2	Star Codes	The application must have the ability to define Star Codes for call transfers between jurisdictions. The 911 call center will need 50 star codes to cover current usage, as well as future growth and changes to business needs.	Must Have	Comply
9.3	CAD Spill	The telephony application must have the ability to send data to CAD and pre-populate an emergency call template within CAD. The data to be sent includes, but is not limited to, the phone number, location data (ANI ALI) of the caller, and the Raw Call Detail Records (CDR). This CAD Spill functionality may be initiated automatically or manually be a call taker or other 911 call center user on an as needed basis.	Must Have	Comply. CAD spill integration is dependent on the ANI/ALI information received with the call. API integration provides CAD spill data automatically and cannot manually controlled/initiated.
9.4	Training Environment	The telephony application must have the ability to configure a call training environment. This environment will facilitate the different roles, positions, and technology required to train emergency call takers, supervisors, dispatchers, and other roles within the call center environment and telephony application.	Must Have	Comply

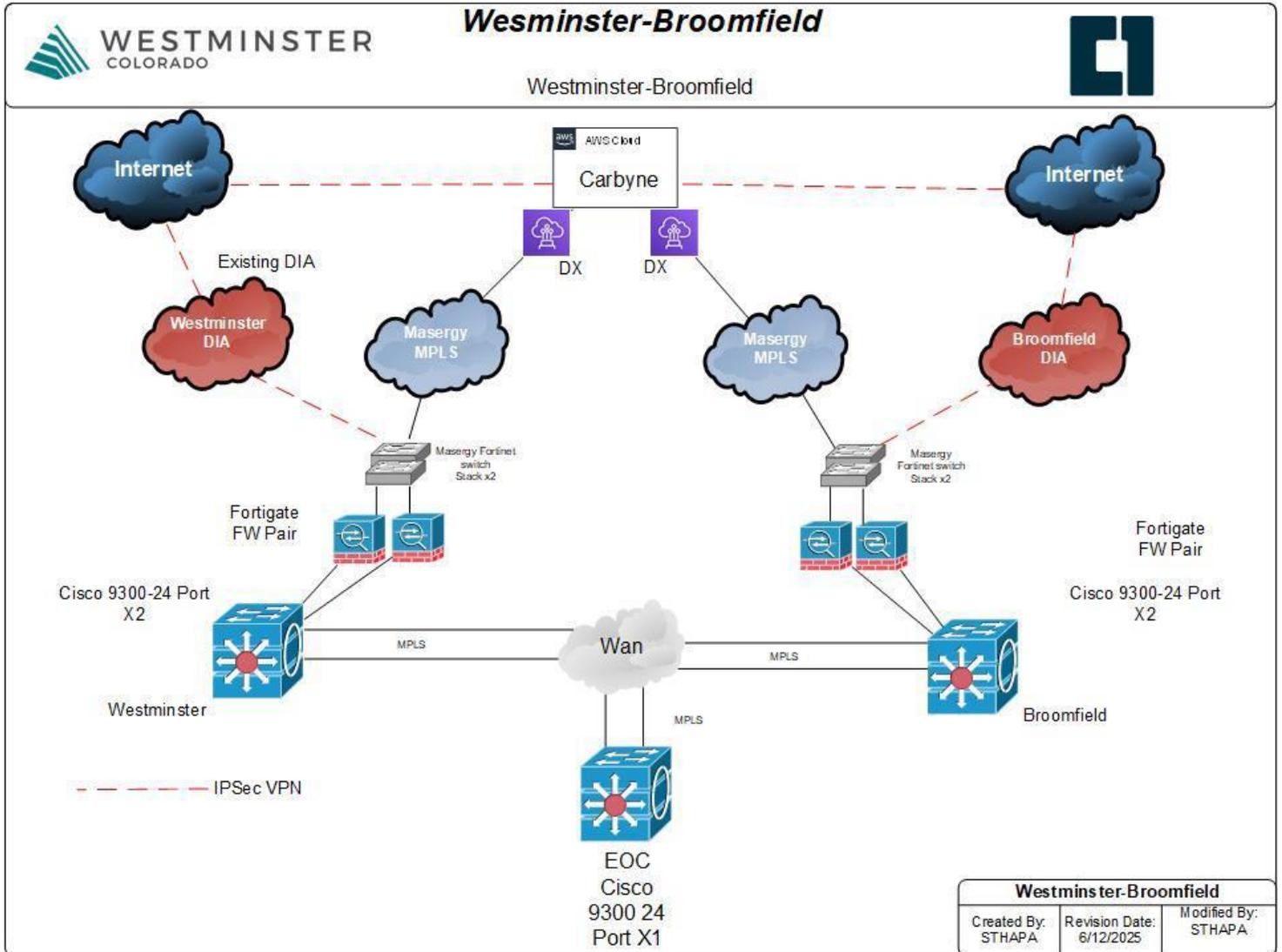
ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
9.5	Configurable	The telephony organization must have the ability to configure a call training environment with variations depending on the training scenario. The following training environment attributes must be configurable: <ul style="list-style-type: none"> <li>- ANI ALI for each training call</li> <li>- Roles and activities</li> <li>- Functionality like conferencing, transfers, text, video, call</li> <li>- Simulated call center activities like recordings and emergency template creation</li> <li>- Configuration of Block Numbers</li> </ul>	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	Partially comply. While APEX does not offer a separate training environment, skillsets can be configured to prioritize call takers in training from certain 10-digit numbers. While ANI/ALI cannot be simulated, full APEX functionality would be available to personnel in "training" including Carbyne location, roles and activities, conferencing, transfers, text, video, recordings, etc.
9.6	Customer Advisory Board	The 911 organization must have a Membership to the Customer Advisory Board to have prioritized input into future product releases	Must Have	Comply
10	<b>Integration Requirements</b>	<b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b>		
10.1	SSO	The Telephony application must support Single Sign-On.	Must Have	Comply. APEX supports SSO via SAML integration with Okta, Microsoft Azure AD, or Auth0. Additional integrations are possible.
10.2	CAD	Each city's Computer Aided Dispatch application, CentralSquare/Tyler. It is used for managing call taker emergency issue templates. The application must integrate with CAD to associate the call and other communications and data with the appropriate emergency issue information. It must also complete the following activities: <ul style="list-style-type: none"> <li>- Populate the Emergency Call Template with applicable telephony data, including call location</li> <li>- ANI ALI will populate automatically within the Emergency Call Template to create a call</li> </ul>	Must Have	Comply. The APEX call handling solution supports the standard NENA CAD spill interface for the purpose of automatically creating a pending incident in CAD upon answer of the inbound 9-1-1 call. In addition, APEX includes a RESTful Webhook API that exposes all data and media for each call. This API allows Westminster and Broomfield911 to integrate call handling with their CAD system as they deem necessary.
10.3	eCATS	The telephony application must integrate with the eCATS application to support WPD/BPD reporting needs.	Must Have	Comply. Support for ECaTS integration is completing the R&D / QA phase and will be available Q4 of 2024.

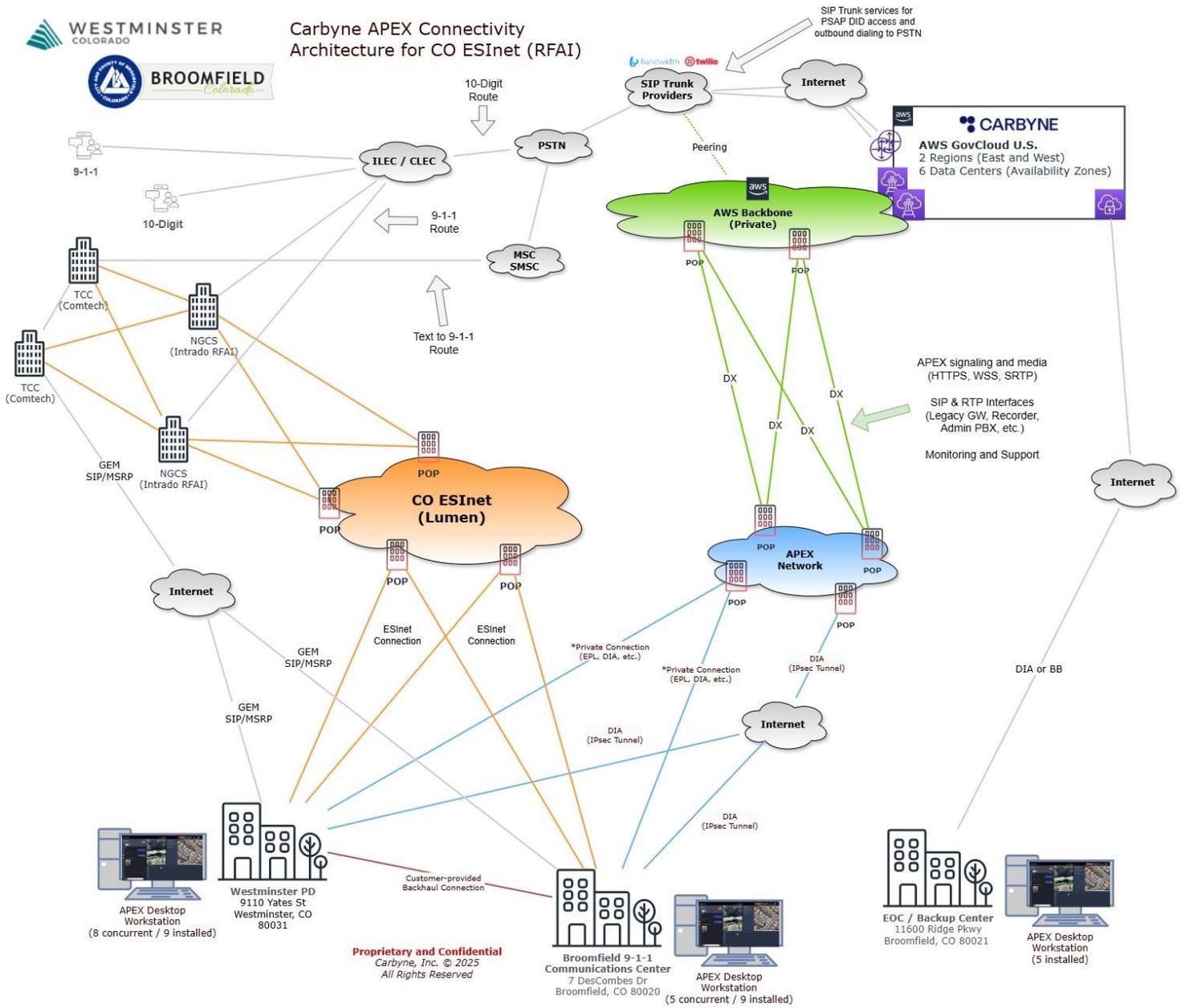
ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
10.4	RapidSOS	Rapid SOS is the city's advanced mobile location services provider. The RapidSOS application and advanced location data will be integrated within the telephony application, without the need for 'dual screening' or multiple open application windows. The integration must have the following characteristics: <ul style="list-style-type: none"> <li>- Full API integration</li> <li>- Availability of all advanced mobile location services (AML)</li> <li>- Breadcrumb tracking</li> </ul>	Must Have	Comply. RapidSOS AML data integration is included with the APEX call handling solution.
10.5	Call Recording – Verint/NICE	This vendor provided application records all communications and data associated with an emergency issue. The 911 telephony application must integrate with the call recording application to provide data including: <ul style="list-style-type: none"> <li>- Phone calls</li> <li>- Texts</li> <li>- Videos</li> <li>- Location data (ANI ALI)</li> <li>- Language Translation</li> <li>- Call Transcription</li> <li>- CAD screen recording</li> </ul>	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne’s Comment.	The solution currently does not record screens of the call handling solution or CAD solution. This capability is usually reserved for a separate (third party) QA-enabled media recording solution.
10.6	Learning Management System (LMS)	The telephony application should have the ability to associate user records and content to LMS records and trainings. Records and trainings should be associated with, and not limited to, the following: <ul style="list-style-type: none"> <li>- Users of the telephony application</li> <li>- Training scores with training categories</li> <li>- Quizzes and assessments</li> <li>- Assigned training materials</li> </ul>	Should Have	The APEX solution includes both in-person (on-site) training as well as regular access to online training via Learning Management System (LMS).
11	User Management	<b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b>		

ID	Requirement Name	Requirement Description	MoSCoW Value	Carbyne Comment <i>(The information in this column is Confidential &amp; Proprietary to Carbyne.)</i>
11.1	Multiple Role Assignment	An administrator must have the ability to assign multiple roles to a single user.	Must Have  Note: WPD/BPD accepts delivery of this item as outlined in Carbyne's Comment.	An administrator may assign the following system roles: Call Taker - Access to APEX capabilities to handle emergency and non-emergency calls (based on skillset assigned). Trainer - Full access to APEX capabilities, including call monitoring and barge. Administrator - Full access to APEX capabilities, including call monitoring and barge. Full access to Control Center administration. Full access to Control Center applications. Wallboard - Access to wallboard displays. Responder - Full access to Responder Connect platform.  Users can be assigned to a single role, but to multiple skillsets that affect how calls are routed to them. Users then can switch from one role to another based on the "role" they need to fulfill during a shift.
12	Event Management	<b>Description of the business need - This can be a high-level Use Case/Package with a focus on the key feature/capability set.</b>		
12.1	Soft Phone	The telephony application must have the ability to provide soft phone functionality while users, such as call takers, EMS, or Fire, are in the field on a laptop or mobile device. This functionality may be a soft phone available via a mobile device, laptop, or web application. Ability to access with or without VPN.	Should Have	The APEX client application utilizes an embedded soft phone and uses standards based WebRTC protocols for remote connectivity. APEX cannot be installed on mobile devices.

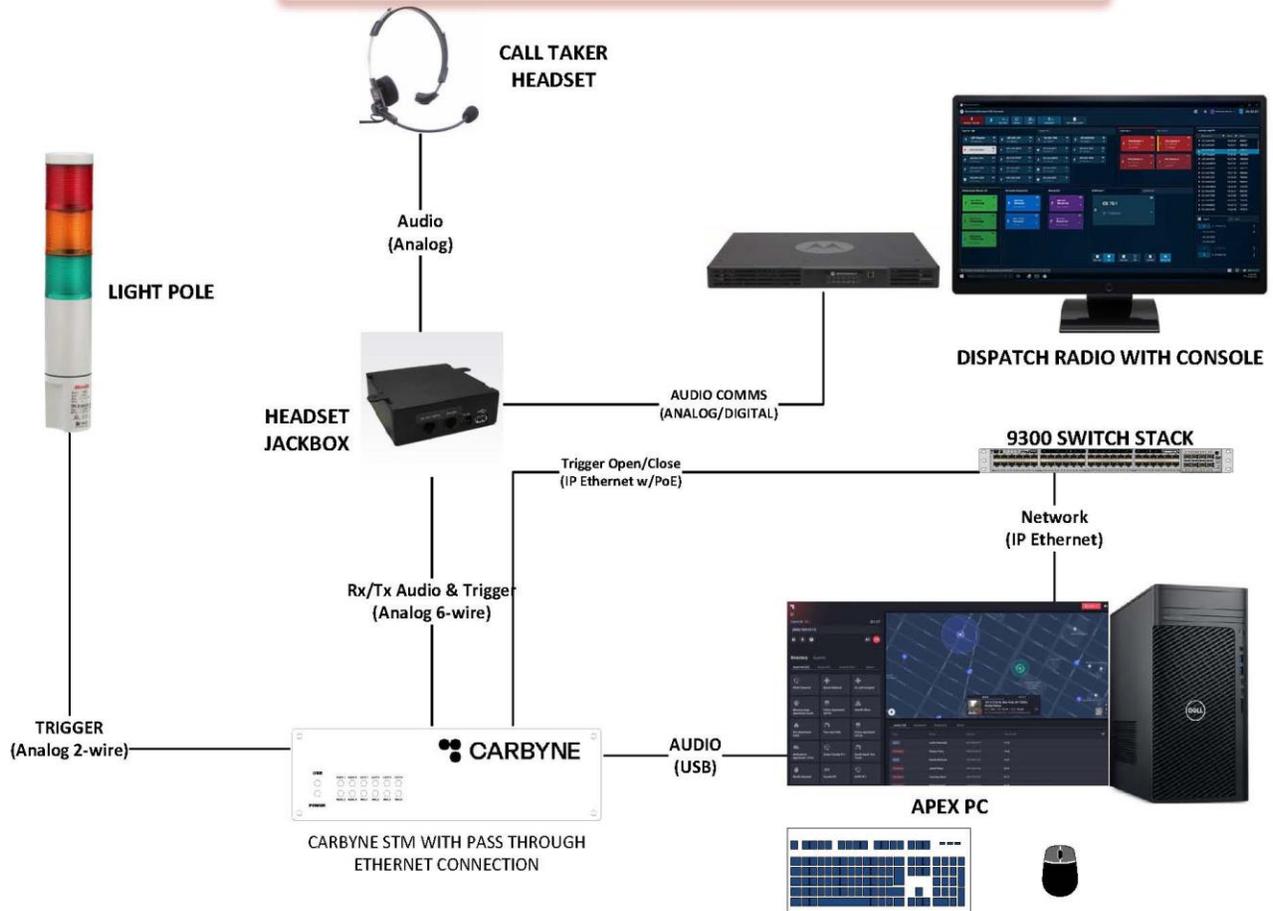
Appendix B - Design Diagrams

Logical Architecture: High Level Connectivity





# CARBYNE POSITION SCHEMATIC RADIO INTEGRATION



## Appendix C - Consolidated Project Deliverables

TOC #	TOC Title	Deliverables
3.1	911 Telephony Carbyne APEX Implementation Design	Approved Final Design Document encompassing all scope elements and final design diagrams, unless otherwise agreed to by all parties (e.g., omitting Integration - 3.2.1). Approved Final Bill of Materials encompassing all items included in the Approved Design deliverable being provided by C1, Carbyne, and WPD/BPD*. *Note: This includes any WPD/BPD provided materials not specified in this SOW (e.g., Data Center Cabinets or Racks, CAT6 Cabling, etc.) Procurement by C1, Carbyne, and WPD/BPD of their respective items from the Approved Final Bill of Materials and any additional WPD/BPD provided items
3.2.1	APEX SaaS Software	WPD/BPD Approved APEX Call Handling Software that supports the Business Requirements and approved Design. Creation of the Production and Staging APEX Call Handling Software environments.
3.2.2	APEX Integrations	WPD/BPD Approved Integration Design and Configuration Documentation. Individually configured integrations in each of the two (2) SaaS environments, which have been successfully unit tested and are ready for further WPD/BPD testing (e.g., End-to-End and User Acceptance Testing).
3.2.3	APEX Call Handling Equipment IT Life Cycle Services (ITLS)	WPD/BPD Approved Base Image. Fully imaged, asset tagged, & functioning systems delivered to the respective WPD/BPD Locations. Complete Inventory Reporting.
3.2.4	APEX Call Handling Equipment Deployment and Installation	<ul style="list-style-type: none"> <li>Equipment Installed, cabled, and successfully tested at each Position.</li> <li>Removal of existing equipment.</li> <li>Position specific documentation of the installed equipment.</li> </ul>
3.2.5	APEX Network Equipment Configuration and Installation	<ul style="list-style-type: none"> <li>Configured equipment, racked, and cabled/connected at the respective locations.</li> <li>Equipment powered on and successfully tested at the respective locations.</li> <li>Detailed rack elevation and configuration documentation.</li> </ul>
3.3.1	MASERGY WAN Circuits	<ul style="list-style-type: none"> <li>Circuit diagram with individual circuit details (e.g., end points, path, types, size, etc.).</li> <li>Detailed Report containing the connectivity test results of each circuit.</li> </ul>
3.3.2	MASERGY LAN Networking	<ul style="list-style-type: none"> <li>Configured equipment, racked, and cabled/connected at the respective locations.</li> <li>Equipment powered on and successfully tested at the respective locations.</li> <li>Detailed rack elevation and configuration documentation.</li> </ul>
3.4.1	User Acceptance Testing and Defect Resolution	WPD/BPD Approved User Acceptance Test Plan. Detailed Test Cases covering all functionalities and the testing steps to execute the tests. Defined UAT duration, defect reporting/resolution, and formal acceptance process.
3.4.2	APEX Training Materials	Detailed, step by step, electronic Training Materials covering all areas of WPD/BPD's APEX functionality and all user types, roles, and permissions. Training materials that develop and maintain skills and knowledge. Unlimited access to Carbyne's online LMS.
3.4.3	APEX Training Profiles	Fully configured and tested Training Profiles that emulate the Production Call Taking rolls, which are ready for further WPD/BPD testing (e.g., End-to-End and User Acceptance Testing).

TOC #	TOC Title	Deliverables
		Carbyne will provide one week of onsite Training for each agency.
3.4.4	Production Deployment, Hypercare, & Support Transition	<ul style="list-style-type: none"> <li>• Approved C1 and Carbyne Production Deployment Plan, including Roll Back Plan.</li> <li>• Final Go/No Decision.</li> <li>• Successful Go-Live of the Carbyne APEX NG911 Phone System.</li> <li>• Fully completed Acceptance Testing and at minimum, resolution of all Priority 1 and Priority 2 defects.</li> <li>• Defined and executed Hypercare Support Period.</li> <li>• Completed Transition to Operational Support.</li> </ul>
3.4.5	911 Telephony Carbyne APEX Production Support	<ul style="list-style-type: none"> <li>• 911 Telephony Carbyne APEX Production Support that adheres to the E911 Managed Services and Service Level Agreements (SLA).</li> </ul>
3.5	VESTA Phone System Decommissioning	<ul style="list-style-type: none"> <li>• The physical and logical removal of all VESTA devices, configurations, and data.</li> <li>• All VESTA data securely archived and/or destroyed.</li> <li>• Electronic Destruction (i.e., shredding, degaussing, etc.) of all data and physical devices.</li> </ul>
3.6	Project Closeout	<ul style="list-style-type: none"> <li>• Providing requested deliverables &amp; documentation.</li> <li>• Assisting with Stakeholder Approval &amp; Performance Evaluations.</li> <li>• Participating in Lessons Learned.</li> </ul>



**NAMED INSUREDS:**

**CONVERGEONE HOLDINGS, INC.**

**CONVERGEONE, INC.**

**SPS-PROVIDEA LIMITED**

**CONVERGEONE GOVERNMENT SOLUTIONS, LLC DBA STRATEGIC PRODUCTS AND SERVICES**

**CONVERGEONE UNIFIED TECHNOLOGY SOLUTIONS, INC.**

**CONVERGEONE MANAGED SERVICES, LLC**

**CONVERGEONE TECHNOLOGY UTILITIES, INC.**

**CONVERGEONE SYSTEMS INTEGRATION, INC.**

**CONVERGEONE DEDICATED SERVICES, LLC**

**NETSOURCE COMMUNICATIONS, INC.**

**AAA NETWORK SOLUTIONS, INC.**

**NUAGE EXPERTS, LLC**

**INTEGRATION PARTNERS CORPORATION**

**PVKG MIDCO, LLC**

**PVKG INTERMEDIATE HOLDINGS INC.**

**PVKG INVESTMENT HOLDINGS, INC.**

**ONETECH SOLUTIONS, LLC**

**CONVERGEONE 401(K) PLAN**

CONVERGEONE, INC.; 1373931



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- Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email [kcasu@lockton.com](mailto:kcasu@lockton.com) to request one.
- If you received this letter with a certificate via email, no further action on your part is necessary.
- If you no longer need this certificate, please contact us at [kcasu@lockton.com](mailto:kcasu@lockton.com), reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

**Lockton Companies**  
**Account Services Unit**

## Carbyne Terms and Conditions

These Carbyne Terms and Conditions (“**Agreement**”) govern your access to and use of the Solution offered by us or our Affiliates. By using the Solution, or upon your agreement to the Quote for the Solution, you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. “**Carbyne**”, “**us**”, “**we**” or “**our**” refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Quote, on behalf of itself and its Affiliates, and “**Customer**”, “**you**” and “**your**” refers to the customer signing below.

### DEFINITIONS

**Affiliates** means any other person that directly or indirectly controls, or is controlled by or under common control with a party, with ‘control’ as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

**Authorized User** means you or your employees, consultants, agents or contractors who are granted access to the Solution by you as part of their support of your internal business or operations.

**Confidential Information** means information (whether oral, written or in some other tangible form) disclosed by one party (the “disclosing party”) to the other party (the “receiving party”) that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

**Documentation** means the then-current standard product sheet provided or made available by us with respect to the Solutions which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

**Intellectual Property Rights** means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.

**License Designation** refers to the permitted Software installation and Solution use rights as follows:

(a) **Primary License**: you may install the Software on your workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations.

(b) **Backup License**: you may install the Software on your backup workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations only for backup purposes.

(c) **Concurrent License**: you may install the Software on your workstations up to the number of licenses specified on the Quote, and you may access and use the Solution from only up to 50% of such workstations at any given time (unless otherwise indicated in the Quote).

If no License Designation is provided on the Quote, the License Designation is considered a Primary License.

**Platform** means the hosted platform, software as a service and/or other hosted product or service which we or our Affiliate(s) make available to you pursuant to this Agreement. The Platform excludes Software.

**Privacy Policy** means the policy found at <https://carbyne.com/privacy-policy-2/>, which describes how we use personal data you and your Authorized Users provide to us, including personal data which is shared with us in connection with your use of the Solutions.

**Quote** refers to the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Solution (including the number of Software licenses, as applicable) and Support Services you wish to purchase from us and the applicable fees.

**Solution** means the Software and Platform which we or our Affiliate(s) make available to you pursuant to this Agreement. The Solution does not include Third Party Content.

**Software** means the software in object code we provide to you for download under this Agreement which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with the Support Terms and Service Level Agreement. Software excludes the Platform.

**Subscription Term** means the duration of your subscription to use the Solution specified in the applicable Quote.

**Support Services** means the maintenance and support services provided in connection with your use of the Solution in accordance with the Support Terms and Service Level Agreement.

**Support Terms and Service Level Agreement (or SLA)** means the document provided by us describing the Support Services

provided by us, which includes our commitment regarding the performance of the Platform, as updated and which is incorporated into this Agreement by this reference.

**Supplemental Terms** means additional terms and conditions that apply to specified products and services or address specific requirements, as mutually agreed upon between the parties in writing, which are made part of this Agreement.

**Third Party Content** means applications, materials, data and information, such as location and transcription and translation services, which are provided by a third party and are made available to you through your use of the Solutions.

**Third Party Services** means services such as porting phone numbers, voice services provided by Bandwidth and Twilio and broadband circuits provided by a third party which we pass through to you for use with the Solution.

**Your Data** means data (including personal data of callers), records, reports, recordings and files you or your Authorized Users enter into the Solution, including the content of any message, video, or chat sent or received using the Platform, or which are otherwise generated by you or your Authorized Users through access or use of the Solution. Your Data includes log information from your use of the Platform, such as log data from your use of the Solution which is stored in Events History. Your Data does not include Third Party Content.

## 1. USE AND LICENSE OF PRODUCTS

1.1 Carbyne offers a Solution comprised of a cloud-based Platform accessed by Authorized Users through Software installed on an Authorized User's computer. During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software; (ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. In accordance with the specified License Designation, you may install the Software up to the number of licenses set forth in the Quote, and you may access and use the Solution for your internal business purposes only. If we provide you with our hardware or equipment, such as a serial-to-IP device or audio trigger module, for your use with the Solution, unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return this hardware or equipment to us.

1.2 You may permit Authorized Users to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any unauthorized use of the Solution or any breach of this Agreement by an Authorized User.

1.3 You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers, workstations, hardware and operating systems) and for the security of your systems, including the Software installed on your systems, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You and your Authorized Users may use the Platform to send and receive messages, and you are solely responsible for any such messages and their content.

1.4 As part of your use of the Solution and Support Services, you may receive access to Third Party Content and Third Party Services. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content and Third Party Services. We make any Third Party Content and Third Party Services available "AS IS" without support (unless otherwise specified), representations or warranties of any kind and we have no responsibility or liability for the availability, quality or accuracy of Third Party Content and Third Party Services which you use or rely upon. We recommend you verify any Third Party Content made available in the Solution. We may suspend or terminate provision or availability of any Third Party Content or Third Party Services at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

## 2. Orders and Fees

2.1 Orders for the Solution, and any related services, are placed when you agree in writing to a Quote issued by us. Quotes are subject to this Agreement. The subscription start date for the Solution is as set forth in the Quote. If your subscription term to the Solution is more than one year, or your Quote states otherwise, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.

2.2 You agree to pay the fees set forth on the applicable Quote. We may also invoice you for additional fees if you exceed the permitted use. Unless otherwise specified in the Quote, fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by us in writing, or such other account as may be designated by us from time to time. Any fees specified on the Quote are exclusive of applicable taxes.

2.3 If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Quote, in addition to any

other rights and remedies available to us, we may suspend or limit your access to the Platform until all outstanding fees have been paid.

2.4 You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Solution, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

### **3. Professional Services and Your Cooperation**

3.1 You may request professional services, such as installation and integration services, in connection with your use of the Solution ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.

3.2 You acknowledge that the timely provision of and access to your systems, equipment, assistance, cooperation, complete and accurate information and data ("Your Cooperation") are essential to performance of any services, including Professional Services, under this Agreement and our performance of such services is dependent on Your Cooperation. This may also include providing appropriate contacts and facilitating discussions with any third-party vendor or subcontractor you have engaged, whose services are required to interact or connect with the Solution or is required for us to provide the Solution to you. We will use commercially reasonable efforts to integrate the specified interfaces with the Solution. If you are unable to or fail to timely perform your obligations under this Agreement or a SOW, you relieve us of any dependent obligations to the extent of such delay.

### **4. Your Obligations and Restrictions**

4.1 You represent and warrant (i) that no third party agreement prevents you from using the Solutions as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.

4.2 You shall not, directly or indirectly: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and

other proprietary notices contained on or in Solution; (iv) make derivative works of the Solution or copy any part or content of the Solution other than for your own internal business purposes as specifically permitted in this Agreement; (v) use the Solution or any part of the Solution to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Solution (in whole or part), grant non-Authorized Users access to the Solution or use the Solution to provide a hosted or managed service to others (except to the extent expressly permitted in this Agreement). You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

4.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email, robocalls or other messages, promotions, advertising or solicitations (or "spam").

### **5. Platform Availability and Support**

5.1 You may request Support Services, as described in the Support Terms and Service Level Agreement. We will make the Platform available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Platform, your only remedy is as set forth in the SLA or to cease use of the Platform. Our obligations and commitments in the Support Terms and Service Level Agreement only apply to the Solution and not to any other hardware, equipment, software, products or services. Unless otherwise specified on the Quote, all hardware and third-party licenses and any other equipment, applications, and materials (collectively "Equipment") used with our products and services are your responsibility. Our support obligations and warranties do not extend to such Equipment.

5.2 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We may share information about future products, features, enhancements or other changes to the Solution in advance, but you should not rely upon this information when deciding to subscribe. We have no obligation to make these products, features, enhancements and changes generally available, and we are unable to promise or guarantee they will be compatible with your systems. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality. We will

make available to you any additional terms and/or technical requirements applicable to generally available new or enhanced products and services in advance. You may choose to purchase a subscription to generally available new or enhanced products and services subject to written agreement to the applicable quote and terms and conditions.

5.3 If we materially degrade or remove a functionality from the Solution that affects your use of the Solution, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use of the Solution after the effective date of any change is deemed as acceptance of the modified Solution.

## 6. Confidentiality

6.1 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

6.2 Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement

and/or without any use of or reference to the Confidential Information.

6.3 This Section 6 does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws which apply to you ("Public Disclosure Laws"), provided that, to the extent permitted, material terms of this Agreement (such as representations and warranties, indemnity and limitation of liability) and trade secrets, non-publicly available pricing, product road maps or business strategies are redacted.

## 7. Data, Data Privacy

7.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to communicate with you about the Solution and send you information we think may be of interest to you based on your marketing communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional Supplemental Terms governing data privacy, if necessary to comply with applicable privacy laws.

7.2 You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide Support Services and Professional Services. You retain all rights, title and interest, including Intellectual Property Rights, in and to Your Data. You are solely responsible for all Your Data. You represent and warrant that you own all Your Data, or you have all consents and rights that are necessary to share Your Data with us and to grant us the rights to Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data through the Solution, nor our use of Your Data to provide the Solution, Support Services or Professional Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.3 Unless you provide us with written instruction otherwise, we will retain Your Data which you submit to the Platform or which is recorded or stored in the course of your use of the Solution, for a period of two years during the Subscription Term (the period we retain your data referred to as the "Data Retention Period"). Your Data is automatically deleted thirty days after (a) the Data Retention Period, (b) the expiration of the Subscription Term or (c) termination of the Subscription Term for any reason; however, at any time prior to such deletion, you may download Your Data which has been stored on the Platform. You acknowledge you are responsible for your compliance with any applicable data retention laws. You will be

solely responsible for any data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after the deletion of Your Data.

7.4 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use such anonymized and aggregated data for our own internal purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

## **8. Compliance**

8.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

8.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the Solution (but not Your Data) to verify your compliance with this Agreement at any time. If your use of the Solution exceeds the License Designation, we will provide you with notice of any additional fees or increases in the annual subscription fee for the next annual period. Furthermore, if we reasonably believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

## **9. Warranties; Disclaimer**

9.1 Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

9.2 We warrant that the Solution provided to you under this Agreement are in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore the non-conforming Solution so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Solution and refund to you any prepaid amounts for such Solution on a pro-rata basis for the remainder of the Term. You acknowledge we have no responsibility for

breach of such warranty to the extent due to the operation of any third-party computer programs, software, hardware, lines, or equipment, including but not limited to computer equipment, and peripherals, server equipment, communications equipment, and data lines.

**9.3 YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER. ANY SUCH THIRD PARTY SERVICES PROVIDED TO YOU ARE ONLY PASSED THROUGH TO YOU AS A CONVENIENCE IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOUR USE OF THIRD PARTY SERVICES MAY BE SUBJECT TO THE TERMS OF THE APPLICABLE SERVICE PROVIDER.**

**9.4 YOU ACKNOWLEDGE THAT WE DO NOT MAKE ANY REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE WE OFFER, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO YOUR INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. YOU ARE RESPONSIBLE FOR MAKING YOUR OWN LEGAL DETERMINATION ON WHETHER YOU CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES WE OFFER FOR YOUR INTENDED USE.**

**9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SOLUTION (INCLUDING ANY INFORMATION AND DATA MADE AVAILABLE THROUGH THE SOLUTION OR ANY FEATURE), SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. YOUR USE OF THE SOLUTION AND ANY INFORMATION OR DATA MADE AVAILABLE TO YOU IS AT YOUR DISCRETION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.**

## **10. Intellectual Property Rights; Our Indemnity; Customer Responsibilities**

10.1 As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Solution, Support Services, Professional Services and

Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

10.2 Provided you comply with Section 10.3 below, we will defend you from any claims brought by a third party alleging your use of the Solution in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Solution outside the scope of this Agreement; (ii) combination or use of the Solution with third party equipment, hardware, materials, components or applications; or (iii) use of the Solution after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.2.

10.3 To receive the benefit of Section 10.2, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.

10.4 You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 4 (Your Obligations).

## 11. Limitation of Liability

11.1 NOTHING IN THIS AGREEMENT LIMITS A PARTY'S LIABILITY FOR WILLFUL MISCONDUCT OR FRAUD, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, ITS RESPECTIVE OBLIGATIONS UNDER SECTION 10 (INDEMNITY; RESPONSIBILITIES), OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

11.2 SUBJECT TO SECTION 11.1, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING

TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU TO US DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

11.3 SUBJECT TO SECTION 11.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING YOUR DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 12. Term; Termination

12.1 The Subscription Term and start date are set forth on the Quote. The subscription shall automatically renew for additional 12 month periods (each a "Renewal Term") after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Quote or unless the Agreement is terminated in accordance with the terms of this Section 12.

12.2 Either party may terminate an Quote or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Solution. Outstanding Quotes are automatically terminated upon termination of this Agreement.

12.3 Upon expiration of the Subscription Term or termination of the Quote, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Solution. Furthermore, any Third Party Services which are passed through to you for use with the Solution will automatically terminate unless you contract directly with the third party providers for such services prior to the subscription expiration or termination, and we will have no further obligation to provide Third Party Services to you following expiration or termination of your subscription for any reason. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.4, 6, 7, 9.2, 9.3, 9.4,

9.5, 10, 11, 12.3, 13.2 and 14 shall survive any expiration or termination of this Agreement.

### **13. Trial Services; Free of Charge Services**

13.1 We may enable you to access and use a Carbyne feature, product or service (which may not be generally available) for use with the Solution for beta-testing or evaluation purposes, as specified in a Quote, and to provide feedback to us (which we may use freely) (each a "Trial Service"). We may also give you access to a generally available Carbyne feature, product or service for use with the Solution without additional fee for your internal use in accordance with this Agreement (each a "Free of Charge Service"). If we do so, you may use the Trial Service and Free of Charge Service only for the permitted purpose.

13.2 Any use of a Trial Service or Free of Charge Service is at your own risk. Trial Services and Free of Charge Services are provided "AS IS" WITHOUT WARRANTY OF ANY KIND AND "AS AVAILABLE". The SLA and any security standards in this Agreement do not apply to Trial Services and Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Trial Services and Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out of or related to your use of Trial Services and Free of Charge Services will not exceed in the aggregate USD \$1,000.00 (or equivalent in local currency).

### **14. General**

14.1 The Solution is a commercial product that was developed exclusively at private expense. If the Solution is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Solution is considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Solution may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Unless otherwise expressly required, we will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

14.2 Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

14.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

14.4 We may reference you as a customer or user of our products in our publicity or general marketing communications and activities.

14.5 This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and a Quote, the Quote, then the Supplemental Terms, will take precedence to the extent of such conflict and only with respect to the applicable Solution, Support Services and any Professional Services under such Quote and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

14.6 You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

14.7 Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

14.8 If you provide any ideas or feedback regarding any products and services offered by Carbyne (including Free of Charge Services), such as suggestions for changes or enhancements and new product ideas, (collectively

"Feedback"), you agree Feedback is not considered your Confidential Information, intellectual property or trade secret. You hereby assign any rights you may have in the Feedback to us, and accordingly we may use Feedback freely without restriction. In the event such assignment is not feasible or is deemed invalid for any reason, you grant us an irrevocable, sublicensable, perpetual, worldwide, royalty free right and license to use the Feedback freely.

14.9 If you are entering into this Agreement with Carbyne, Inc. this Agreement is governed by the laws of the State of New

York, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in New York, New York. If you are entering into this Agreement with Carbyne Ltd. or Carbyne911 Mexico S. de RL de CV, this Agreement is governed by the laws of Israel, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Israel. Notwithstanding the foregoing, if you are a public entity and your state law requires you to contract under your state law, then your state law shall apply to this Agreement.



# Support Terms & Service Level Agreement (Support Terms)



**v2.21**

December 2025  
US-EN

## Notice

This document does not constitute an offer of any nature whatsoever and does not create any binding obligations on CARBYNE to enter into an agreement with any third party. All information contained herein is for informational purposes only. The products and/or systems described in this document are furnished under the terms and conditions of a specific license agreement or non-disclosure agreement and only such written agreement shall be binding on CARBYNE. All information included in this document, such as text, graphics, photos, logos, and images, is the sole and exclusive property of CARBYNE, which is the proprietary confidential information of CARBYNE and/or its licensors and is protected by applicable national and international copyright. Any other duplication, distribution, re-transmission, or modification of the information in this document, whether in electronic or hard copy form, without the express prior written permission of CARBYNE, is strictly prohibited. In the event of any permitted duplication, redistribution, or publication of copyrighted material, no changes in, or deletion of, author attribution, trademark legend, or copyright notice shall be made.

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## Definitions

Term	Definition
<b>Hot Fixes</b>	A software patch, software version, file, or script that Carbyne provides to remedy any fault which is out of Carbyne's regular software version release cycle.
<b>Integrated Product Scheduled System Unavailability</b>	Any scheduled and pre-announced unavailability period of an Integrated Third-Party Component.
<b>Integrated Product Unscheduled System Unavailability</b>	Any unscheduled System Unavailability of an Integrated Third-Party Component.
<b>Integrated Third-Party Components</b>	Any component that is provided by a third party and is embedded in the Platform and/or Software. An example of such a component is Google Maps, which is viewed in APEX.
<b>Integration with External Interfaces</b>	Any software or hardware that is not owned or provided by Carbyne and which you require Carbyne to write code and/or connect physically to use with the Platform and/or Software.
<b>Key Performance Indicator (KPI)</b>	Any measured indicator of performance of the Platform which is tracked and reported (e.g., System Unavailability, availability) as described in these Support Terms.
<b>NOC</b>	Network Operations Center
<b>Platform</b>	The hosted platform, software as a service and/or other hosted product or service which Carbyne or its affiliate(s) make available to you pursuant to the applicable agreement between you and Carbyne. The Platform excludes Software.
<b>Professional Services (PSE)</b>	Professional Services, such as installation and integration services, Tier-3 Support Services, and complex support escalations from Tier-2 Support Services (such tiers as described in these Support Terms). A description of the Professional Services will be set forth in a Statement of Work.
<b>Services</b>	The services provided or required to be provided by or through Carbyne, such as Support Services and Professional Services.
<b>Software</b>	The software in object code we provide to you for download which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with these Support Terms. Software excludes the Platform.
<b>Statement of Work or SOW</b>	A detailed plan of work that describes professional services (such as installation and integration services) to be agreed upon in writing by the parties.
<b>Support Services</b>	The maintenance and support services provided in connection with your use of Platform and/or Software, as applicable, in accordance with these Support Terms.

# Chapter 1

## Support Terms Overview

These Support Terms outline the maintenance and technical support for Carbyne's products and services. As used in these Support Terms, "Carbyne", "us", "we" or "our" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as applicable, and "Customer", "you" and "your" refers to the customer who purchased or subscribes to Carbyne's products and services.

These Support Terms remain valid until superseded by revised or updated Support Terms that Carbyne provides or makes available to the Customer.

The Carbyne Customer Support department operates a 24/7/365 global services and support center staffed by Carbyne's product, security and IT experts who provide remote management of Carbyne products and services.

Under these Support Terms, Carbyne also provides proactive support to maintain the Platform's operation. Tasks may include the systematic inspection, testing, measurement, adjustment, detection, and correction of suspected issues in the Platform and/or Software, either before they occur or before they develop into major defects. Carbyne does not provide support services for any of Customer's IT infrastructure, ancillary services and equipment, which include without limitation internet, electricity, modems, servers, workstations, hardware and operating systems, and the security of Customer's own systems.

The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance.

# Chapter 2

## Support Services

We offer Support Services during the period for which you have purchased Support Services from Carbyne as specified in the applicable valid purchase order or valid contract between you and Carbyne ("Maintenance & Support Period").

### 2.1 Reporting Technical Issues to Carbyne

#### Our Support Service Responsibilities

Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the Platform system health including:

- Cloud services and infrastructure
- Carbyne platform
- Third-Party platform services integrated with the Platform

Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

You may submit a Support Services ticket by contacting us as described in Chapter 3 below. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

#### Your Responsibilities

- All technical support requests should be directed to the Technical Support Center as described below.
- When submitting a service request, include the following information:
  - Name of your organization and location
  - Contact name and email address (including an alternate contact)
  - Detailed information regarding the technical issue
- The individual requesting support should be knowledgeable and properly trained on the operation of the Platform, including the Software, if applicable.
- Provide us with any additional information as requested regarding the technical issue as in order to assist us in resolving it.
- Provide timely feedback to our Support Services team regarding case status and resolution.

- Provide remote access (if required and in compliance with your security policies) to enable us to detect Platform availability and performance stats.
- Notify our Support Services team or Customer Success Management of any activity that impacts the Platform (such as software installation, hardware upgrades, network upgrades, firewall changes, ISP changes or deactivation).
- The Platform must be updated to the latest version or n-1, as required in section 2.4 in these Support Terms. Versions older than n-1 may be not supported.

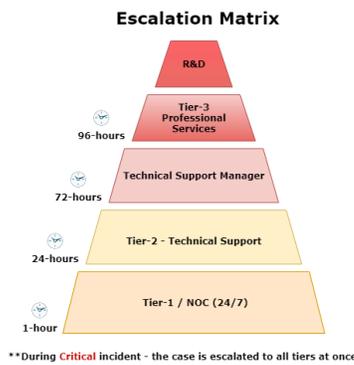
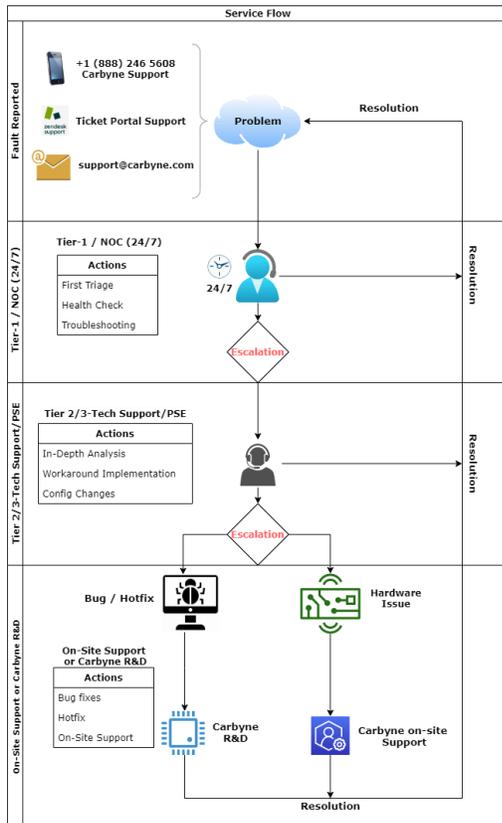
## 2.2 Escalation

The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Technical Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to the described escalation flow, as described on the next page:

### Internal Escalation Flow:



## 2.3 Software Upgrades

We make Platform upgrades available at no additional cost, typically four (4) times a year (“Quarterly Release”), during the Maintenance & Support Period. These upgrades generally include newly released versions and “Hot Fixes” but may exclude new features that are made available separately.

Upgrade dates will be announced by the Customer Success Manager (CSM) via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

## 2.4 Supported Products and Versions

Support Services will be provided for the then-current version of the Platform and/or Software (and applicable features) and one version back. We will support earlier versions on a best reasonable effort basis and for critical faults only.

Support Services shall not cover, and will not be provided to address, errors caused by amendments, alterations or modifications to the Platform and/or Software, which you, or a third party, have made without Carbyne’s written consent, or errors caused by using the Platform and/or Software in a manner that violates Carbyne Terms and Conditions (or the applicable agreement between you and Carbyne) or instructions provided by Carbyne.

Carbyne does not offer assistance with, or pair with, any third-party integrator which is not provided by Carbyne. This includes any third-party hardware or software installations, uninstallations, modifications, or any other types of configurations, which may impact the Platform and/or Software.

Carbyne does not advise, recommend, prefer or consult on any third-party provider or integrator which is not related to the Platform and/or Software.

Carbyne is not responsible for the correction of issues resulting from a third-party software, equipment or any other third-party vendor which is not related to the Platform and/or Software.

# Chapter 3

## Support Work Procedure

### 3.1 Communication

- a. You may communicate with our Support Services team by email ([support@carbyne.com](mailto:support@carbyne.com)), a secured customer internet portal, or by phone (24/7/365):
  - US Support** - +1 (888) 246-5608
  - MX Support** - +52 (55) 8526-5076
  - IL Support (24/7)** - +972 (53) 982-1236
  - CO Support (24/7)** - +57 (604) 204-0675
 All communications related to Support Services will be in English unless otherwise agreed upon for specific customers.
- b. Our Support Services team will respond according to the ticket severity as defined in section 4.1.a below.

### 3.2 Ticket Escalation Matrix (by Level)

- a. Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the Position as part of this escalation process as we deem appropriate.

Level	Position	Contact Email
Level 1	Support Operations Leads	Support.Leads@carbyne.com
Level 2	Director of Customer Services	OpsLeads@carbyne.com
Level 3	Director of Professional Services Director of Network Engineering	
Level 4	VP of Global Operations	

### 3.3 Ticket Classification (Severity Levels)

We will determine the severity of a Support Service ticket based on the impact of the issue. Ticket classification levels are described in the table below:

<b>Problem Severity</b>	<b>Description</b>
<b>Critical [P1]</b>	A system-wide service degradation resulting in System Unavailability
	Malfunction or inaccessibility of critically defined product or feature core capabilities (as described in the ADDENDUM)
	For <b>APEX</b> , when requiring ingress 911 calls traffic re-route
<b>Major [P2]</b>	Data transmission delays but without any loss of information
	An incident with significant performance degradation of one or more Platform core capabilities, that causes a major impact on business operations for a significant number of end-users
	User interface problems causing significant difficulty in performing basic operations
	For <b>APEX</b> , when 50% or more of available workstations are unusable (no voice) and/or location feature degradation for all Call Handling positions.
<b>Minor [P3]</b>	Non-critical user interface issues
	Problems in non-critical components that do not affect system users
	Significant delay in video initialization and/or latency issues
	For <b>APEX</b> , when a third-party interface is inaccessible
<b>Other [P4]</b>	May reflect any problem that does not fit into one of the above categories

### 3.4 Ticket Handling

- a. A support ticket will be opened when the customer contacts Carbyne support via one of the approved communication channels as described above.
- b. Upon receipt of a Support Services ticket through the secure customer internet portal, we will deliver a ticket to you via the secure customer internet portal.
- c. The progress of the issue will be recorded and documented in the secure customer internet portal ticketing system, where you can also track the progress.
- d. You agree to provide the necessary details as required under Section 2.1 above.
- e. We will identify the reported Error as a Minor, Major, or Critical Severity based on our initial evaluation. If you disagree with our classification, we will work together with you to jointly determine the Error classification. If after such good faith efforts the parties do not come to a joint determination, our determination of the Error classification will apply.

- f. We will respond to Support Service requests in accordance with anticipated response times as described in Chapter 4 below. During the handling of Support Service tickets, we will regularly update you on the resolution progress via email or phone.
- g. Ticket Resolution. A reported issue is considered resolved when:
  - i. The applicable Platform and/or Software conforms substantially to its specifications as detailed in the product Documentation; or
  - ii. We have advised you on how to correct or bypass the Error; or
  - iii. The correction to the Error will be available through a future Software upgrade or Software patch; or
  - iv. You have confirmed to us that the issue has been resolved or is no longer occurring.
- h. If the resolution of a Support Service ticket requires a fix to the Platform and/or Software code (i.e. "we"), we will provide a fix in the upcoming minor or major release.
  - i. Note that in some cases, when the upcoming release is already in the "Code Freeze" stages, the relevant release might be the one after it.
- i. In some cases, we may issue an ad-hoc fix (i.e. "Hot-Fix") in parallel to include this fix in the upcoming release. These cases will be discussed on a per-case basis between Carbyne support personnel and the customer's point of contact.
- j. Requests for enhancements to the Platform and/or Software (i.e. requests to change and/or augment the Platform to support a new feature) will be documented and taken into consideration for the product roadmap. We have no obligation to add requested enhancements to the Platform, Software or any product offering.

# Chapter 4

## Support Level for Support Services

### 4.1 Support Level Time Definition

We provide the following target response time to Support Service tickets:

- a. Submission hours: Email, Carbyne's support portal, and phone support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Carbyne** (see Chapter 5.2):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	Response Time	Progress Report	
<b>Critical [P1]</b>	By phone	By Phone < 5 mins By Email < 30 mins By Portal < 30 mins	< 1 hour	< 3 hours for a temporary fix Permanent fix in the next maintenance window
<b>Major [P2]</b>	By email receipt notification		< 12 hours	< 72 hours for a temporary fix Permanent fix in the next maintenance window
<b>Minor [P3]</b>	By providing ticket ID		< 96 hours	< 10 Business days
<b>Other [P4]</b>			N/A	Next version release

Target response times do not apply in the event of "**Force Majeure**" \*

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Customer** (see Chapter 5.3):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	Response Time	Progress Report	
<b>Critical [P1]</b>	By phone  By email receipt notification  By providing ticket ID	By Phone < 10 mins By Email < 60 mins By Portal < 60 mins	< 3 hours	Best Effort
<b>Major [P2]</b>			< 2 days	
<b>Minor [P3]</b>			< 7 days	
<b>Other [P4]</b>			N/A	

Target response times do not apply in the event of "**Force Majeure**" \*

- b. We provide remote support when a remote connection is available.

- c. We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing. On-site Support Services may be subject to additional fees.
- d. **Target On-Site Response Times** are related to **Hardware which we have provided or resold to you with APEX** in accordance with the following table:

Severity	Target On-Site Response Times			Resolution Time
	Acknowledgement Procedure	On-Site arrival	Progress Report	
<b>Critical [P1]</b>	By phone	< 2 hours	< 30 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
<b>Major [P2]</b>	By email receipt notification	< 4 hours	< 60 mins	
<b>Minor [P3]</b>	By providing ticket ID	Next business day	Next business day (or as required)	Next business day

Target response times do not apply in the event of "**Force Majeure**" \*

- e. In the event the issue relates to third party hardware (i.e. hardware which we have resold to you), we will contact the applicable hardware manufacturer or vendor within the specified resolution time.
- f. We are not responsible for any hardware that was not installed at your site by us, and is part of our infrastructure (such as equipment, racks, ladder, enclosures, cable trays, etc.) which was bonded to the grounding system by you.
- g. In the event that hardware is affected by poor grounding, and it is necessary to replace the hardware at a cost, it will be your responsibility to pay for the replacement.
- h. **VoIP services included with APEX are provided by Twilio or Bandwidth.** We will contact the applicable provider, Twilio or Bandwidth, for Support Services tickets which relate to voice services included with APEX in accordance with the following table:

Severity	Target Response Times		Target Resolution Time
	Acknowledgement Procedure	Progress Report	
<b>Critical [P1]</b>	By phone	< 60 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
<b>Major [P2]</b>	By email receipt notification	< 120 mins	
<b>Minor [P3]</b>	By providing ticket ID	Next business day (or as required)	< 2 business days

Target response times do not apply in the event of "**Force Majeure**" \*

\* "**Force Majeure**" refers to any System Unavailability or issues that are the result of events or conditions beyond Carbyne's reasonable control. Such events might include but are not limited to any acts of a common enemy, the elements, earthquakes, floods, fires, epidemics, and the inability to secure products or services from other persons or entities.

# Chapter 5

## IP Connectivity Services (for APEX)

We offer IP Connectivity Services to assist you in establishing IP Connectivity between your call center and our cloud-native APEX platforms. The scope of our IP Connectivity Services is a Managed Dedicated IP Connectivity.

### 5.1 Managed Dedicated IP Connectivity

Managed Dedicated IP Connectivity is provided by one of our third party IP Access Managed Service Providers ("IP Access MSP") on our behalf using managed equipment. We use IP Access MSPs to enable the movement of data more efficiently, securely and quickly to and from our cloud infrastructure. IP Access MSPs may also use local points-of-presence (POPs) built on the IP Access MSP's high-speed core backbone that they own, provision, and maintain. To achieve greater fault tolerance, we require a High Availability (HA) architecture. Fault tolerant capabilities will be built into the Managed Dedicated IP Connectivity Services, so if a single on-premises device or cable fails, or a physical or logical connection fails, you will not completely lose service, however you may experience a reduced level of service.

You may choose from the following types of telecommunications circuit connectivity:

- **Ethernet Private Line over two circuits ("EPL")** - EPL provides a dedicated and direct point-to-point connection between two locations. This connection is private, which means it is not shared with other customers nor does it route over the public internet. EPL access circuits allocate bandwidth to the specified customer, and are typically used to provide the Customer with direct access to the IP Access MSP core backbone network.
- **Direct Internet Access over two circuits ("DIA")** - DIA is a connection, delivered via ethernet or private-line circuits, that is not directly shared or used with others. While DIA provides dedicated bandwidth to the specified customer, the bandwidth traverses into core carrier networks that may be shared with others.

Our connectivity responsibilities for Managed Dedicated IP Connectivity:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

If you do not use Managed Dedicated IP Connectivity, you may choose to provide your own connectivity:

- **Customer Provided Internet ("CPI")** - CPI is an internet connection sourced and managed directly by the customer or the user, as applicable. Unlike dedicated circuits provided by carriers, by using CPI, the customer or its user relies on its own the customer's existing internet service to connect to the network, potentially sharing bandwidth with other users on the same service. CPI can vary in quality and reliability based on the customer's or user's chosen internet service provider.

Your connectivity responsibilities for Customer Provided Internet:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

## 5.2 Connectivity Service Levels Provided by Carbyne

The following sets forth the service level (uptime) for the specified connectivity service:

Initials	Connectivity Name	SLA (Uptime)
EPL (Over Two Connections)	Ethernet Private Line	99.999%
DIA (Over Two Connections)	Dedicated Internet Access	99.999%

The **Product and Feature Service Level Agreement (SLA)** table listed in the **ADDENDUM** to these Support Terms is calculated based on the **SLA (uptime)** percentage of the **Connectivity Service Level** table above.

Carbyne will provide a 99.999% SLA only for the connectivity options included in the APEX solution (such as last mile connectivity, MultiProtocol Label Switching (MPLS), AWS DirectConnect (DX), and Managed Equipment).

## 5.3 Connectivity Service Levels Provided by Customer

The following set forth the service level (uptime) for the Customer Provided Connectivity:

Initials	Connectivity Name	SLA (Uptime)
ESInet	Customer Provided ESInet	Best Effort
CPI	Customer Provided Internet	Best Effort

Any connectivity services not specifically provided or managed by Carbyne or any of its partners, including those which are customer or user-provided, fall beyond Carbyne's control. As such, Carbyne does not offer any service level guarantees (SLGs) for Managed Shared IP Connectivity or any connectivity services that the customer or a user obtains or manages independently. The customer is solely responsible for obtaining and managing support for their own connectivity services. Carbyne does not provide support for these services, and any assistance offered is on a best-effort basis and is not subject to the support response and resolution times specified in these Support Terms.

With respect to use of Customer Provided Connectivity, Customer understands, acknowledges, and agrees that:

- Customer must meet Carbyne APEX System Requirements & Solution Reference document;
- Carbyne is not providing an internet connection for Customer

Carbyne does not control and is not responsible for:

- Customer's internet connection;
- The quality of Customer's internet connection;
- Any third-party products and/or services related to Customer's internet connection; or
- Issues with the Services that are caused by or related to Customer's internet connection.
- Carbyne will not contact any internet providers and/or service or product providers on Customer's behalf.

# Chapter 6

## On-Site Support Services

The On-Site Support Services are not included in Essentials Support Services. On-site Support Services are available for additional fees, including travel costs and fees for time and labor. On-Site Support is also available if you have purchased Premium Support Services.

### 6.1 On-Site Support Services Description

The purpose of on-site Support Services is to provide assistance with issues that require smart-hands troubleshooting and restoration at your site and which cannot be resolved remotely.

On-Site Support Services may be provided by third-party vendors.

On-Site Support Services includes quarterly preventive and routine maintenance reviews (four per year) of your system which is connected to the Platform and/or Software. We may also provide installation of Software updates, if applicable.

### 6.2 Our On-Site Support Services Responsibilities

- If the reported problem cannot be resolved remotely, we may recommend dispatching a technician to your site
- We will collaborate with your personnel to analyze applicable components (such as those provided by Carbyne or third party components which are connected to the Platform) to help resolve the issue

### 6.3 Your Responsibilities

- Perform responsibilities as detailed in the Report 2.1.b section
- Provide remote connectivity access (if required)
- Team with our on-site technical support personnel to perform all reasonable or necessary actions towards resolving the issue

We do not provide any technical assistance or Support Service with respect to any third party components that are not part of the Platform and/or Software. Such third party components may include any cable, hardware, or software operation activities, or any other network changes.

# Chapter 7

## Monitoring Services

The Monitoring Services are not part of Essentials Support Services, and are available if you have purchased Premium Support Services.

### 7.1 Monitoring Services Description

Monitoring Services are offered to provide you with remote visibility of the Platform, through a managed dashboard hosted by a third party (currently operated by Datadog).

By using the Monitoring Services, you will receive up to date information regarding the Platform health, such as Platform usage insights.

If you purchase this service, we will make a dashboard available to you and your authorized personnel.

### 7.2 Our Monitoring Services Responsibilities

- We will work with you to design the Monitoring Services dashboard.
- We will provide training to your authorized personnel who will access and use the Monitoring Services dashboard.
- If an issue on the Platform is detected, the Carbyne NOC representative will use reasonable efforts to address the issue.
- We will work with you to help optimize and improve the monitoring dashboard if there are changes to any integrations with the Platform.

### 7.3 Your Responsibilities

- Assign the champion to work with us to design, build and maintain the Monitoring Services dashboard.
- Update Carbyne's NOC with any changes to the authorized personnel contact information.
- Validate network connectivity to the relevant IPs, listed under the Carbyne APEX System Requirements & Solution Reference document document.
- Inform Carbyne's NOC prior to any scheduled changes to your systems which may inadvertently trigger the Monitoring Services dashboard.

# Chapter 8

## Remote Operating System Maintenance and Update Services (for APEX customers)

The Remote Operating System Maintenance and Update Services are not included with Essentials Support Services, and are available for additional fees.

### 8.1 Service Description

The purpose of Remote Operating System Maintenance and Update Services is to verify the APEX Platform is running on up-to-date operating systems which we have tested for compatibility with APEX. This service is currently available only for APEX.

### 8.2 Our Remote Operating System Maintenance and Update Service Support Responsibilities

- We will download and install Operating System updates for workstations or computers which we have provided to you (i.e. workstations or computers we have provided to you through an authorized reseller) and which have APEX installed. We are not responsible for any other workstations or computers.
- We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.

### 8.3 Your Responsibilities

- Whitelist port 80 for HTTP and port 443 for HTTPS to obtain updates.
- Whitelist the following domains to obtain updates:
  - [http://\\*.microsoft.com](http://*.microsoft.com)
  - [https://\\*.microsoft.com](https://*.microsoft.com)
  - [http://\\*.windowsupdate.com](http://*.windowsupdate.com)
  - [https://\\*.windowsupdate.com](https://*.windowsupdate.com)
- Restart your work stations or take other action as required by Microsoft for updates to take effect.

# Chapter 9

## Premium Offerings

### Support Level Subscription Plans

We offer two levels of Support Services as follows. Essential Technical Support is included in your subscription to the Platform. Premium Technical Support is available for an additional fee.

Support Service	Essentials	Premium
Communications via email, global support line, and customer support portal	Included	Included
SLA-based response and resolution	Included	Included
On-demand ticket reports	Included	Included
24×7×365 NOC	Included	Included
Third-party ticket management	Included	Included
Ticket summary meetings and reports	Not included	Monthly
Direct contact with Tier-2 support with escalation to Tier 3-4	Not included	Via a designated remote engineer
Preventive maintenance and troubleshooting	Not included	Up to 4 times per year
External Dashboards and usage monitoring	Not included	Tailored to Customer's needs
Advanced Performance Tuning	Not included	Detailed performance analysis to help optimize system efficiency and resource utilization
Root Cause Analysis Report	Root cause stated in the ticket	Incident report with root cause analysis, actions taken, and preventive measures (within 5 business days)
Disaster Recovery Planning and Testing	Not included	Collaborate on disaster recovery planning, conduct regular testing, and refine procedures to minimize downtime and data loss
Purchased Hardware Support	Standard maintenance as agreed in the contract	Proactive hardware maintenance designed to keep hardware in peak condition

# ADDENDUM

## Product and Feature Service Level Agreement (SLA)

We currently use Amazon Web Services (AWS) to host the Platform. Our back-end applications are clustered and deployed globally, designed to provide redundancy with disaster recovery capabilities and minimal service restoration time ("Carbyne's System").

During any calendar month, uptime for core capabilities of the applicable Product shall be operational no less than:

Product	Feature	Uptime*	System Unavailability Example
<b>APEX</b>	Inbound 911 Call Flow (911 Voice Call, Text2911, TTY, RTT, 911 Location)	99.999%	26s
	Carbyne Location, AML, Chat, Imagery	99.99%	4m 22s
	Audio Recordings, NLP, Live Video	99.95%	21m 54s
<b>Universe</b>	Carbyne Location, Chat	99.99%	4m 22s
	Live Video	99.95%	21m 54s
<b>Bridge Desk</b>	Presenting Units, Map Layers, Weather Capabilities	99.9%	43m 49s
<b>Customer Control Center, APEX Analytics</b>	Customer Control Center Features Call Control Live Data Call Control Analytics	99.5%	3h 37m 21s
<b>Smart API</b>	Emergency Communications as a Service (ECaaS) Carbyne Connect IoT Capability	99.9%	43m 49s

*Artificial Intelligence (AI) powered features and products (such as Admin Assist, Emergency Call Triage, Transcription & Translation, and Event Assist) are provided on a best efforts basis due to the nature of third party AI components which are incorporated in such features and products.*

*\* The Uptime specified in this ADDENDUM excludes Planned Maintenance (as defined below) of the Platform. We are not responsible for System Unavailability caused by your IT infrastructure (such as internet services, electricity, modems, servers, workstations, hardware and operating systems), applications, by Third-Party integrations (such as your use of the Platform with your applications, software and equipment) over which we have no control or by Integrated Third-Party Components. Such System Unavailability will not count against the service levels specified in this SLA and Support Terms document. In addition, the Uptime will be defined based on the connectivity type described in Chapter 5.2 and 5.3 in this SLA and Support Terms document.*

## 1. System Availability and Scheduled System Unavailability

“Planned Maintenance” refers to our scheduled System Unavailability period.

- a. We may require Planned Maintenance for the reasons such as following:
  - i. Upgrade or installation of software components (which is usually done without service implication on end-users)
  - ii. Maintenance procedures required to upkeep the system
  - iii. Database or cloud services configuration changes
- b. We will use reasonable efforts to notify you of any Planned Maintenance no less than 2 business days before the System Unavailability period as follows:
  - i. By email to your contacts registered in Carbyne’s support portal
  - ii. Published in Carbyne’s support portal under the relevant message board
- c. We will not exceed more than sixty (60) minutes of Planned Maintenance for any of the core functionalities of the applicable Platform in any consecutive 30-day period.
  - i. Planned Maintenance for non-core functionality - Monday-Thursday during business hours
  - ii. Planned Maintenance for core functionalities (excluding 911/10 digit emergency call flow) - Monday and Thursday between 02:00-05:00 am EST (no longer than 60 minutes, or upon predefined notification agreed with the customer)
- d. We will not exceed more than twenty six (26) consecutive seconds at a time of service degradation for the 911/10 digit emergency call flow.
- e. We shall use commercially reasonable efforts to provide prompt notification (by email or phone) as soon as we become aware of any actual or potential unscheduled System Unavailability of the applicable Platform (or a functionality of the Platform) as well as provide regular updates during the unscheduled System Unavailability regarding progress in restoring the service and the estimated timeframe when the Platform (or the affected functionality) will be available.

- f. "System Unavailability" is defined as the percentage of seconds per month during which the feature or core functionality of the Platform, as applicable, is completely unavailable for your use. System Unavailability does not include any unavailability attributable to: (a) any Planned Maintenance; (b) your acts or omissions; (c) to connectivity issues resulting from third-party-managed integrations which access the Platform servers or from your internal network problems; (d) defects or bugs in the Platform or Software caused by any city, county or business, any PSAP Users, or any employee, agent or independent contractor of city, county or business; or (e) any other cause(s) beyond our reasonable control, including but not limited to those caused by Third-Party Data services over which we have no control (e.g. customer's internet service provider), Third-Party Components or a Force Majeure event. You are responsible for immediately notifying Carbyne of all third-party-managed related access, internal or external (e.g. internet service provider) network problems that arise.

## 2. System Availability with Third-Party Integrations

**a.** The Integrated Third-Party Component which is integrated with the Platform to provide additional external data to the Platform through an Application Program Interface (API) will be operational no less than 99.9% (43 minutes and 28 seconds System Unavailability in a calendar month) for a calendar month, excluding any scheduled maintenance of such Integrated Third-Party Component, whether scheduled by Carbyne or by the Third-Party Provider. This specified uptime applies only to the Integrated Third-Party Component as integrated with the Platform and/or Software and not to the Integrated Third-Party Component itself. We will use commercially reasonable efforts to schedule any Planned Maintenance for such integrations on minimal traffic days. Carbyne shall use commercially reasonable efforts to not schedule more than sixty (60) minutes of any such Planned Maintenance in any consecutive 30-day period.

**b.** We will use commercially reasonable efforts to provide you with notice as soon as we become aware of any actual or potential unavailability of a third party application, software or service which is integrated with the Platform which is outside of Planned Maintenance, as well as provide regular updates during the Integrated Product Unscheduled System Unavailability regarding the progress in restoring the service and the estimated timeframe when the integrated product will be available.

**c.** You will provide us with prompt notice, and in no case fewer than thirty (30) days advance notice, of any planned upgrade, whether by you or by any other third-party provider, of software or applications integrated with the Platform that we have no control of, such as power outages, ISP connections, IP or LAN connections or PBX maintenance, upgrades or updates of IT related hardware or software. Any downtime as a result of such upgrades or updates does not count against the service levels specified in this SLA.

**d.** In case of degradation of inbound or outbound non-emergency voice capability (provided by Twilio or Bandwidth) which results in failure to meet the SLA in Section 2(a) above, we will reach out to the applicable service provider (Twilio or Bandwidth) to submit a Critical Severity request. If possible, we may failover the voice services from one provider to the other while resolving such initial degradation of services.

### 3. Service Credits

#### Calculation

If we do not meet the applicable uptime for the features in the SLA table set forth above, you may be eligible for credits which may be applied toward your subscription fees (the "Service Credits"), as follows:

Service Credits are calculated as a percentage of the monthly subscription fee for the applicable product or feature based on the System Unavailability as described below. You may receive up to a maximum Service Credit of the percentage of one month's subscription fee paid for such product or feature. Service credits will not apply if the issue was resulted in by a Third-Party integration, as described in Chapter 2 above in this Addendum.

System Availability	Product (see SLA table in this Addendum for specific features)	Service Credit Percentage
Less than 99.999% but equal to or greater than 99.99%	APEX Platform, Call Control (only Inbound 911 Call Flow)	2%
Less than 99.99% but equal to or greater than 99.9%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	2%
	APEX Platform, Call Control	4%
Less than 99.9% but equal to or greater than 99.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	4%
	APEX Platform, Call Control	6%
Less than 99.5% but equal to or greater than 99.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	6%
	APEX Platform, Call Control	8%
Less than 99.0% but equal to or greater than 98.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	8%
	APEX Platform, Call Control	10%
Less than 98.5% but equal to or greater than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	12%
	APEX Platform, Call Control	15%
Less than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	20%
	APEX Platform, Call Control	25%
Equal or less than 75.0%	APEX Platform, Call Control	100%

## Requesting Service Credits

To receive a Service Credit, you must notify us using one of the following options:

- Open a "Service Credit Request" ticket by emailing to [support@carbyne.com](mailto:support@carbyne.com), or by using the customer portal; or
- In writing at 45 W 27th St. Floor 2, New York, NY 10001, US, Attn: Legal Department, with a copy to [legal@carbyne.com](mailto:legal@carbyne.com), or such other address provided by Carbyne from time to time

The request should be submitted within fifteen (15) days following the end of the month in which the System Unavailability occurred.

Claims must include the words "Service Credit Request" in the subject line; the dates and times of each System Unavailability incident; and any documentation to corroborate your claim of System Unavailability. You are required to remove or redact any confidential or sensitive or personal information in these logs.

All claims are subject to our review and verification before any Service Credits are granted. We will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will use reasonable efforts to inform you of whether such a claim request is approved or denied within thirty days from receipt of the request.

If we confirm that the applicable uptime has not been met in the applicable calendar month, for which the Customer already paid, we will issue a Service Credit within one billing cycle from such confirmation. If you do not meet the submission requirements above, you will not be eligible to request a Service Credit for the applicable System Unavailability.

Service Credits will not entitle you to any refund or other payments from us and Service Credits are non-transferable. Service Credits will be provided only to a customer who has purchased and paid for the applicable Platform and has entered into a valid agreement with us governing such Platform, and followed the above process to request Service Credits.

The parties acknowledge and agree that Service Credits are intended as genuine pre estimates of loss that may be suffered as a result of any failure to achieve the applicable uptime specified above and are not deemed as penalties. To the extent legally permitted, our issuance of a Service Credit is your sole and exclusive remedy for our failure to meet the applicable uptime level specified above.



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Lynn Merwin

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM  
**Agenda Category:** Consent Items  
**Agenda Item:** 6F  
**Subject:** Resolution - Vista Pointe Fee Waiver Request

- Resolution No. 2026-07 approving a fee waiver request for Vista Pointe

**Goals:** Thriving, Diverse, Safe and Welcoming Community

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com)  
[View Presentation](#)

Blueline Development, on behalf of owner Broomfield Housing Alliance, has submitted a request for an alternative arrangement regarding development fee incentives to support the development of a 55-unit, income-aligned apartment building planned at 7000 W. 119th Avenue in the Vista Pointe subdivision. The project is 100% affordable and includes affordable units between 40% and 80% AMI, with an average affordability of 60% Area Median Income (AMI) for all units in the building.

### **Attachments**

[Vista Pointe Apartments Fee Waiver Request - Council Memo.pdf](#)  
[Resolution No. 2026-07 Vista Pointe Apartments Fee Waiver Request.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

[Broomfield Voice Webpage](#)

Blueline Development, on behalf of owner Broomfield Housing Alliance, has submitted a request for an alternative arrangement regarding development fee incentives to support the approved development of a 55-unit, income-aligned apartment building planned at 7000 W. 119th Avenue in the Vista Pointe subdivision. The project is 100% affordable and includes affordable units between 40% and 80% AMI, with an average affordability of 60% Area Median Income (AMI) for all units in the building.

On December 23, 2025, after the Land Use Review Commission approved the Site Development Plan/Urban Renewal Site Plan and Final Plat, the Blueline Development, on behalf of BHA, submitted a request for a reduction of 100% of building permit fees and 100% of plan review fees as outlined in the [Fee Waiver Request Letter](#). In this letter, BHA states that the same additional waivers granted in regards to The Grove at Cottonwood allowed for them to incorporate design elements to further improve the experience of residents and granting the additional waivers for Vista Pointe Homes, “will ensure that the development can provide an enhanced quality of materials and features in the units, as well as the indoor and outdoor amenity spaces.”

The [Broomfield Municipal Code 17-76-040 - Incentives for On-Site Compliance](#) allows incentives for developments that meet at least 20% at 60% AMI for multifamily rental units, including an automatic reduction of 50% for all of the requested fees. A request for a 100% reduction of building permit fees and of plan review fees, however, requires the approval of an alternative arrangement by City Council pursuant to the Code.

Blueline Development/BHA is not requesting any waiver of public land dedication fees beyond those automatically included in the Broomfield Municipal Code, they are only requesting a further reduction of the building permit and plan review fees since this is a 100% affordable housing project. Award of any additional incentives requires approval by the City Council.

## Financial Considerations

The proposed development project will receive a fiscal benefit from a number of programs, including partial plan and review fee waiver (50% pursuant to section 17-76-020 B.M.C.) and through Broomfield Housing Alliance’s (BHA) Special Limited Partnership (SLP) participation tax waivers for the City/County Use Tax and the real and business property tax exemption.

The specific value of the development project is still being finalized. Applying a similar project (the Northwest Apartments in Broomfield - a 50 unit income-restricted apartment building serving households earning between 30% and 100% Area Median Household Income (AMI)) as a guide, the projected financial benefit to the development from those program savings is estimated to reduce construction and operational costs by approximately \$1.8M over 40 years.

The current request seeks a full waiver (100%) of the Building Plan Permit and Review Fees, rather than the standard 50% waiver. This increased waiver adds approximately \$50,000 in additional City/County support beyond what the standard waiver provides.

The project's fiscal impact to the City and County is an estimated net negative of \$80,000-\$100,000 annually, due to the cost of municipal operations, programs and services typically associated with a residential development.

#### Materials:

- [Vista Pointe Fee Waiver Request](#)

### Prior Council Action

- City Council approved the Vista Pointe Filing No. 1 Final Plat and PUD Plan on August 12, 2008.
- City Council approved the [Vista Pointe PUD Third Amendment](#) on July 30, 2024.

### Boards and Commissions Prior Actions and Recommendations

The Land Use Review Commission approved the Vista Pointe Filing G (Vista Pointe Apartments), a Site Development Plan/Urban Renewal Site Plan and Final Plat, on Monday, [December 8, 2025](#). The application was eligible for call up by City Council to consider the application at a public hearing. City Council did not choose to call up this project, and approval is now final.

### Proposed Actions / Recommendations

If Council desires to approve the fee waiver request, the appropriate motion is...  
**That Resolution 2026-07 be adopted.**

### Alternatives

Council could deny the request for additional building permit and plan review fee waivers.

## Current Request - Detailed Description and Staff Review

### Description

The current request is only for an alternative arrangement to waive additional building permit and plan review fees for this project from a 50% fee reduction to a 100% fee reduction.

On December 8, 2025, the Land Use Review Commission (LURC) reviewed and unanimously approved the [Vista Pointe Filing No. 1 Replat G Final Plat and Site Development Plan/Urban Renewal Site Plan](#). The approved site plan includes 55 units and over 35,000 square feet of private open area, including a private courtyard that would include a community garden, playground, tables and seating, and other amenities for residents as generally depicted in this [color site plan for the site](#). Due to the small size of the development, the Vista Pointe Apartment project qualified for call-up under B.M.C. 17-38-190. No members of City Council elected to call-up the project for further consideration, so the LURC approval became the final approval for the project.

In addition to the additional fee reduction for the building permit and plan review fees, the request also notes a 50% reduction of service expansion fees and a 50% reduction of Use Taxes. These reductions to the service expansion fees and use taxes are already waived per [Broomfield Municipal Code Section 17-76-040 - Incentives for On-Site Compliance](#), and are therefore not included in Resolution No. 2026-7.

If approved, Resolution No. 2026-07 will approve 100% fee waivers for the building permit and plan review fees for the Vista Pointe Apartment development. If City Council grants the additional fee waiver, the waiver will be documented in the Memorandum of Understanding that is signed by the City and the Applicant as part of the Inclusionary Housing Ordinance requirements.

## Applicable Standards for Consideration

### Incentives for On-Site Compliance

#### **17-76-040 - Incentives for On-Site Compliance.**

- (A) To promote the construction of on-site affordable units, any applicant that provides the required number of on-site affordable units pursuant to section 17-17-020 B.M.C. is eligible for the following incentives for the applicable residential development:
- (1) A reduction of 50% from the collection of any applicable building permit fees and plan review fees owed for each on-site affordable unit required pursuant to section 17-76-020 B.M.C.
  - (2) A reduction of 50% from the collection of any applicable use tax owed for each on-site affordable unit required pursuant to section 17-76-020 B.M.C. For purposes of calculating the 50% waiver, any portion of the use tax that is dedicated to parks and open space (currently 0.25% of the total 4.15%) is hereby exempt and shall not be included in calculating the incentive.
  - (3) A reduction of 50% from the collection of any applicable service expansion fee (SEF) owed for each on-site affordable unit required pursuant to section 17-76-020 B.M.C. For purposes of calculating the 50% waiver, any portion of the service expansion fee (SEF) that is reserved for joint-use opportunities with the school districts (currently 50% of the overall SEF fee collected) is hereby exempt and shall not be included in calculating the incentive.
- (B) Persons providing on-site affordable units pursuant to section 17-76-020 B.M.C. which meets some but not all of their On-Site Affordable Unit obligation may be eligible upon request to receive all or a portion of the incentives available in subsection (A) above. Requests will be reviewed by the city on a case by case basis and any incentive awarded shall be approved by the city council.
- (C) Persons who have entered into an alternative agreement with the city pursuant to section 17-76-020 B.M.C. may be eligible upon request to receive all or a portion of the incentives available in subsection (A) above. Requests will be reviewed by the city on a case by case basis and any incentive awarded shall be approved by the city council.
- (D) Additional incentives that may be considered by the city include a partial waiver of the public land dedication requirements. Any award of these additional incentives shall be a prerogative of the city and shall be approved by the city council.

# RESOLUTION NO. 2026-07

A Resolution Approving an Additional Fee Waiver Request for Vista Pointe Filing No. 1 Replat G Final Plan and Site Development Plan/Urban Renewal Site Plan

## Recitals

Whereas, the applicant, Blueline Development, on behalf of the owner, Broomfield Housing Alliance, submitted an application for a Final Plat and Site Development Plan/Urban Renewal Site Plan for an income-aligned apartment project which was approved at a public hearing before the Land Use Review Commission on December 8, 2025 (the “Project”).

Whereas, following approval of the application, on December 23, 2025 Blueline Development submitted a request for an additional fee waiver which was not considered with the formal application for the Project.

Whereas, Broomfield Municipal Code Section 17-76-070 provides “Options for Alternative Compliance” with respect to compliance with the Broomfield’s Inclusionary Housing requirements, provided that any such alternate arrangement is approved by City Council.

Whereas, due to the timing of the request, Blueline Development and its partner the Broomfield Housing Alliance, are requesting a waiver of 100% of the building permit and plan review fees rather than the 50% that is already authorized by Code, and such request must be approved by City Council pursuant to B.M.C. 17-76-070.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The City and County of Broomfield authorizes the waiver of 100% of the building permit and plan review fees for the Vista Pointe Filing No. 1 Replat G Final Plan and Site Development Plan/Urban Renewal Site Plan and such request is hereby approved.

## Section 2.

The City and County Manager or her designee is directed to take the necessary action to implement the additional fee waiver consistent with this resolution and authorizes the City and County Manager to sign, in form approved by the City and County Attorney, the documents necessary to effectuate the additional waiver.

## Section 3.

This resolution is effective on the date of approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield,  
Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved As To Form:

*NCR*

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City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council  
**From:** Jennifer Hoffman, City and County Manager  
**Presented By:** Ken Rutt

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM  
**Agenda Category:** Action Items  
**Agenda Item:** 7C  
**Subject:** Resolution - Outlook Lift Station Final Design Agreement

- Resolution No. 2026-09

**Goals:** Financial Sustainability and Resilience

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com) (link to project page OR remove if not applicable)  
[View Presentation](#)

Proposed Resolution No. 2026-09 would approve an amendment to the design services agreement with Burns & McDonnell Engineering Co., Inc. (B&M) for final engineering services and construction document development for the Outlook Lift Station Site Application and Rehabilitation Project.

### **Attachments**

[Memo Resolution - Outlook Lift Station Final Design Agreement.pdf](#)  
[Resolution 2026-09 Outlook Lift Station Final Design.pdf](#)  
[Amendment 1 - Final Design\\_BMcD Signed.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2026-09 would approve an amendment to the design services agreement with Burns & McDonnell Engineering Co., Inc. (B&M) for final engineering services and construction document development for the Outlook Lift Station Site Application and Rehabilitation Project.

The Colorado Department of Public Health and Environment (CDPHE) is the governing state agency for sewer lift stations within the state of Colorado. Municipalities are required to receive approval from CDPHE to build and operate lift stations by submitting site applications for each station.

Of the 13 existing lift stations Broomfield operates, there are four lift stations in which staff and CDPHE were unable to locate any existing/historical records or information on the site applications. These four stations were designed and constructed in the 1980s. Since the written records for the site applications cannot be located, CDPHE has notified Broomfield of their noncompliance and is requiring Broomfield to bring these four lift stations into compliance with current regulations. Other municipalities that constructed sewer lift stations during the same timeframe are in similar circumstances and are being required to comply with CDPHE regulations.

The 2021, 2022, 2023, 2024, and 2025 Budgets have provided funding for the Site Application process and complete rehabilitation work. Broomfield is working with B&M and Moltz Construction to sequentially design and construct the necessary improvements to the four lift stations in priority order. The four lift stations include the Interlocken Lift Station, Lac Amora Lift Station, Sunridge Lift Station, and Outlook Lift Station.

[Outlook Lift Station is located south of Berthod Trail, north of Powderhorn Trail and west of Outlook Trail.](#) It is located within Tract C of the Outlook Filing, No. 2 Final Plat. Tract C was designated as Open Space as a perpetual utility and drainage easement. [The plat can be found at this link.](#) The station was constructed in 1986 with the development of the Outlook subdivision.

Improvements to the Sunridge lift station along Miramonte have started. Industrial Lane and Lac Amora Lift Station along Oak Circle are complete.

Proposed Resolution No. 2026-09 would approve an amendment to the consulting agreement for the final engineering design and construction document development services with Burns & McDonnell Engineering Co., Inc. in an amount of \$330,214. The resolution also authorizes the City and County Manager or a designee to approve change orders in an aggregate amount not to exceed ten percent (\$33,021).

If approved, B&M would begin the final design and development of the construction documents.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Sewer Lift Station Compliance (45-70621-55200, 21Q0038)	7,347,836
Amendment to the Consulting Agreement with Burns & McDonnell for the Preliminary Design of the Outlook Lift Station	-\$330,214
Design Contingency for Amendment One	-\$33,021
Estimate - Permitting Fees CDPHE	-\$50,000
Estimate - Geotechnical Study and Site Survey	-\$100,000
<b>Projected Balance</b>	<b>\$6,834,601</b>

## Prior Council or Other Entity Actions

Council authorized Resolution [2021-27](#) for a Consulting Agreement with Burns & McDonnell, Inc., for the Interlocken Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2021-133](#) for Amendment One to the Consulting Agreement with Burns & McDonnell for the Interlocken Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2021-141](#) for a Construction Agreement with Vortex, Inc. for the Interlocken Lift Station Utilities Project.

Council authorized Amendment One Resolution [2021-163](#) for a Construction Agreement with Moltz Construction, Inc. for the Interlocken Lift Station Rehabilitation Project.

Council authorized Resolution [2021-193](#) for Amendment Two to the Consulting Agreement with Burns & McDonnell for the Lac Amora Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2023-32](#) for an Amendment to the Construction Agreement with Moltz Construction, Inc. for the Lac Amora Lift Station Rehabilitation Project.

Council authorized Resolution [2023-58](#) for the Third Amendment to the Consulting Agreement with Burns & McDonnell for the Lac Amora Lift Station Rehabilitation Project.

Council authorized funds in the [2024 Budget](#) for the Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2024-152](#) for the Construction Agreement with Moltz Construction Inc. for the Sunridge Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2024-153](#) for the Consulting Agreement with Burns & McDonnell for design services for the Sunridge Lift Station Site Application and Rehabilitation Project.

Council authorized Resolution [2025-27](#) for the Consulting Agreement with Burns & McDonnell for preliminary engineering services and coordination with the state agencies for the Outlook Lift Station Site Application and Rehabilitation Project.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the project; the appropriate motion is...

**That Resolution 2026-09 be adopted.**

## Alternatives

Decide not to continue with the Outlook Lift Station Site Application and Rehabilitation Project; continue to be in violation with CDPHE and possibly encounter fines for non-compliance with CDPHE.

# RESOLUTION NO. 2026-09

A Resolution Approving an Amendment to the Consulting Agreement between The City and County of Broomfield and Burns & McDonnell Engineering Co., Inc. for the Outlook Lift Station Site Application Project

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The Amendment to the 2025 Consulting Agreement by and between the City and County of Broomfield and Burns & McDonnell Engineering Co., Inc., in the amount of \$330,214, for consulting services for the Outlook Lift Station Site Application Project is approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign, and the office of the City and County Clerk to attest the Amendment, in form approved by the City and County Attorney.

## Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

## Section 4.

This resolution is effective upon its approval by the City Council.

Approved on January 27, 2026

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN  
THE CITY AND COUNTY OF BROOMFIELD AND BURNS & MCDONNELL ENGINEERING CO.,  
INC. FOR ENGINEERING SERVICES RELATED  
TO THE BROOMFIELD'S SITE APPLICATION PROJECT: OUTLOOK LIFT STATION

1. PARTIES. The parties to this First Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Burns & McDonnell Engineering Co., Inc., a Missouri corporation, (the "Consultant"), collectively, the "Parties," or individually, a "Party."
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
  - 2.1. The Parties entered into a Consulting Agreement dated July 28, 2025 (Agreement), in which the Consultant agreed to provide consulting services for the Site Application Project: Outlook Lift Station Project.
  - 2.2. The parties to this First Amendment desire to amend paragraph 3.1.2 Basic Services, and paragraph 3.4.2 Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Paragraph 3.1.2, Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
  - 3.2. Paragraph 3.4.2, Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City. The total amount shall not exceed \$330,214 including reimbursables.
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and this original Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1

Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

*[The remainder of this page is intentionally left blank.]*

This Agreement is executed by the Parties hereto in their respective names as of January 27, 2026.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City and County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney

Burns & McDonnell, Inc.  
A Missouri corporation

  
By: Jason Maynard  
Title: Vice President

## Exhibit A-1

### Exhibit A – DESIGN SCOPE OF SERVICES:

The design fee estimate is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- ▶ Detailed design of the Outlook Lift Station
- ▶ Permitting documents for the Outlook Lift Station

## Task Series 100 – Continuation of Project Management

### Task 101 – Project Management

The project manager will review project status, review project schedule, review project deliverables and align resources including sub-consultants. The task also includes an internal bi-weekly progress meeting.

### Task 102 – Progress Meetings/Conference Calls

Engineer will conduct bi-weekly design progress meetings. These meetings will be held either at the Owner's offices or by Microsoft Teams. This task assumes a total of three (3) onsite meetings for this task.

### Task 103 – Quality Control/Quality Assurance

The project team will follow BMCd's QA/QC program. This task includes internal review of the project by qualified staff.

## Task Series 400 – Detailed Design

### Task 401 – 90% Design Documents

Drawings and specifications will be provided by Engineer at the 90% design level. The 90% Drawings will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 30% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one week to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

### Task 402 – 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Engineer will conduct a 90% design review meeting. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the IFP design documents as appropriate.

### Task 403 – 90% Engineer's Opinion of Probable Construction Cost

Based on the 90% design documents, Engineer will prepare the engineer's opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or

projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

## Task Series 500 – Permitting

### Task 501 – Issued for Permitting Design Documents

Drawings and specifications will be provided by Engineer at the IFP design level. The IFP Drawings will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 90% design package, brought to IFP completion
- ▶ Additional detail drawings needed for final design
- ▶ Engineer's seal, where applicable

The Owner will be given at least one week to review the drawings and specifications prior to holding the IFP Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

### Task 502 – IFP Design Review Meeting

After the Owner has had an opportunity to review the IFP design documents, Engineer will conduct an IFP design review meeting. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the IFC design documents as appropriate.

### Task 503 – Building Department Permitting

Engineering will work with the City Building Department for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Owner for signature and submittal as required.

### Task 504 – CDPHE Basis of Design Report Permitting

Engineer will complete the CDPHE Basis of Design Report Application forms and permitting process for the project as defined in Regulation 22 and Policy DR-1. Permit applications and necessary documents will be prepared and provided to Owner for signature and submittal as required. All permitting fees will be paid directly by Owner to permitting agencies.

## Assumptions, Clarifications, and Exceptions

1. Engineer has not included cost/time associated with construction phase engineering services in this proposal. It is assumed that an amendment will be issued after the completion of this phase.
2. Engineer has not included cost/time for alternative funding coordination (SRF, USDA, etc.)
3. Engineer has not included cost/time for floodplain permitting.
4. Engineer has not included cost/time for environmental assessment.
5. Engineer has not included cost/time for water sampling/testing and/or flow monitoring, and if required will be arranged and paid directly by CCOB.
6. Engineer has not included Permit Fees including CDPHE (responsibility of CCOB).
7. Permits other than those specifically listed or described herein are unknown at this time. Additional permits and time/costs associated with obtaining permits has not been included.
8. Engineer assumes record drawings supplied by Owner as being accurate and inclusive of all modifications and improvements made.
9. Engineer has not included hydraulic modeling of the existing collection and conveyance system.





# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Branden Roe, Planning Manager

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM

**Agenda Category:** Action Items

**Agenda Item:** 7A

**Subject:** Public Hearing - Resolution - North Park Filing No. 2 Replat J Final Plat

- Resolution No. 2026-13 North Park Filing No. 2 Replat J Final Plat

**Goals:** Thriving, Diverse, Safe and Welcoming Community

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com)

[View Presentation](#)

McWhinney has submitted an application for a final plat to create four lots and two tracts, and dedicate necessary right-of-way for the extension of Promenade Street within the North Park subdivision (the Baseline community). The subject property consists of approximately 204.77 acres.

The project area includes property owned by McWhinney and Poudre Valley Health (a/k/a UC Health). UC Health and McWhinney entered into a private agreement outlining infrastructure obligations, notably that UC Health consented to the processing of this application and the clear delineation that Promenade Street improvements are not the obligation of UC Health.

### **Attachments**

[North Park Filing No\\_2 Replat J Final Plat Council Memo.pdf](#)

[Resolution No. 2026-13 North Park Filing No. 2 Replat J Final Plat.pdf](#)

# Summary

[View Correspondence](#) and [BroomfieldVoicePage](#)  
[View Presentation\(s\)](#)

**Property Owner:** McWhinney CCOB Land Investments, LLC & Poudre Valley Health Care Inc. (owner of Lot 3, Block 1, North Park Filing No. 2 Replat B)

**Applicant:** McWhinney CCOB Land Investments, LLC

**Location:** Generally east of Sheridan Parkway and south of CO-7

McWhinney has submitted an application for a final plat to create four lots and two tracts, and dedicate necessary right-of-way for the extension of Promenade Street within the North Park subdivision (the Baseline community). The subject property consists of approximately 204.77 acres.

The project area includes property owned by McWhinney and Poudre Valley Health (a/k/a UC Health). UC Health and McWhinney entered into a private agreement outlining infrastructure obligations, notably that UC Health consented to the processing of this application and the clear delineation that Promenade Street improvements are not the obligation of UC Health.

This application is limited to subdividing the existing 204.77 acres into new lots and tracts and dedicating the Promenade Street right-of-way.

There are no deviations requested as part of this application, and there are no key issues identified as part of this application.

## Application Materials:

- [Project Narrative](#)
- [Final Plat](#)

## Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC), City Council, and/or the Broomfield Urban Renewal Authority (BURA) must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC, Council and BURA as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City's website.

## How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

## Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...

**That Resolution 2026-13 be adopted.**

## Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

# Applicable City and County of Broomfield Plans

## Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed Use Commercial”. The proposed final plat is consistent with the Comprehensive Plan’s land use designation and the land use assumptions established for the property in the Long-Range Financial Plan.

## Financial Plan

The proposed application is limited to replatting of land and dedicating previously anticipated public right-of-way for Promenade Street. As such, there are no impacts to the financial plan.

## Economic Outcomes

As this application is limited to the replatting of land and dedication of right-of-way, there is no community economic impact anticipated at this time. The community economic impact for the proposed development will be analyzed when formal development is proposed (actual site design with buildings and uses).

## Relationship to Neighborhood/Sub Area Plan

The project area is located within the I-25 Sub Area Plan, and the proposed plat is consistent with this plan.

## Relationship to Urban Renewal Plan

The project area is located within the Baseline Urban Renewal Area Plan, and the proposed plat is consistent with this plan.

# Prior Council or Other Entity Actions

## Prior Council Action

- [November 10, 2020](#) - Council approved Resolution No. 2020-247 related to the North Park Filing No. 2 Replat D Final Plat, Site Development Plan, and Subdivision Improvement Agreement
- [January 20, 2026](#) - Council heard a Baseline Development Update presented by the developer

# Zoning, Previously Approved Plans and Status of the Development

## Zoning and Previously Approved Plans

The project area is zoned Planned Unit Development (PUD) and is governed by the North Park PUD Plan and supplemental binder. Roadway infrastructure, including the proposed extension of Promenade Street, is consistent with the underlying zoning.

The subject properties are vacant land but were part of prior plats, specifically North Park Filing No. 2 Replat B (a minor subdivision plat) and North Park Filing No. 2 Replat D (a final plat).

## Status of the Development

The property is vacant, but is surrounded by previously approved development within the Baseline (North Park) development. This surrounding development consists of residential uses, including constructed units, units actively under construction, and zoning-approved but unconstructed units.

## Concept Review Plans

Concept reviews are not required for Final Plats, and as such, no concept review was held for this proposal.

## Area Context

The area for this proposed application is generally located east of Sheridan Parkway, south of CO 7, and generally west of the current Huron Street alignment. The overall plat area is identified in the map below.

In a broader context, the CO 7 corridor has and continues to see ongoing development, especially between Sheridan Parkway and I-25. To the north of Baseline is the Highlands development, which continues to progress toward build-out. There is an established retail area generally adjacent to Sheridan Parkway and CO 7. Internally to the Highlands development, there are two new multi-family projects that are approaching construction completion.

To the east of the Highlands development, also north of Baseline, is the Palisade Park development. The Brownstones multi-family development and the park and amphitheater amenity were recently completed (generally west of Children's Hospital), a QuikTrip and Bank of America were recently approved by City Council and will be located on pad sites adjacent to CO 7 in front of the Amphitheater. There are a number of other vacant parcels around the amphitheater that are anticipated to be non-residential uses.

To the east of Palisade Park is the vacant Northland development. That property is currently owned by IKEA, and at this time, a concept review application for a hospital within a mixed-use development was recently submitted by UC Health for this site.

To the west of the project area is Sheridan Parkway and Baseline West Village, including the Park 40 Apartments. To the south is Parkside West and the Big Green, which include additional residential and open lands within Baseline. To the east of the project area is additional vacant land within the Baseline development and a concept review application was recently submitted for a hospital for this site.

All of the adjacent properties are designated as Mixed Use Commercial or Commercial in the 2016 Comprehensive Plan Land Use Map.



*Project Location Map*

## Current Application - Detailed Description and Staff Review

### Description

McWhinney has submitted an application for a proposed final plat. The final plat is primarily intended to dedicate the right-of-way for the northern extension of Promenade Street. The final plat also creates four lots and two tracts.

### Final Plat

The applicant's proposed final plat would replat the entire 204.77 acres of what is currently Lots 2 and 3 of Block 1 of North Park Filing No. 2 Replat B and Lot 1, Block 12 and Lot 1, Block 13 of North Park Filing No. 2 Replat D. The new plat dedicates the right-of-way for the extension of Promenade Street and creates four lots and two tracts. The Promenade Street right-of-way accommodates curb-to-curb improvements for the roadway; future streetscaping and sidewalks along the east and west sides of Promenade Street will be accommodated on private development or within easements. The two tracts being dedicated as part of this plat are intended to accommodate a future 10-foot sidewalk along the eastern side of the Promenade Street extension, north from the road's current terminus at W 167th Avenue to CO-7. These tracts have public access easements dedicated over them. The sidewalks along this eastern side of Promenade Street will be constructed with the roadway infrastructure. The future western sidewalks will be constructed with the development of the lots adjacent to Promenade Street.

As part of the formal application, the applicant submitted their required engineering reports (traffic report, utility report, drainage report, and geotechnical report). Those reports were reviewed and approved by the Engineering Division.

## Adjacent and Nearby Infrastructure Improvement Status and Timing

While the specific infrastructure involved in this subject application is limited to the extension of Promenade Street from its current terminus at W 167th Avenue north to CO 7 (see map below), this is part of the larger Baseline Development, and there are a number of other roadway infrastructure projects that are ongoing or anticipated in the future along the CO 7 corridor and surrounding area. Those projects are summarized below for contextual purposes, but are not part of this application.



*Exhibit of Promenade Street Extension Location*

- **CO 7 Widening and Restriping**
  - **North Side Widening** - CO 7 has been widened to its final alignment on the north side from Sheridan Parkway to Huron Street (northern portion). The only remaining section of the north side of CO 7 to be widened is adjacent to the Northlands property, currently owned by IKEA. That section is anticipated to be completed with the development of the Northlands property in the future.
  - **South Side Widening** - McWhinney intends to widen CO 7 to its final alignment on the south side from Sheridan Parkway to Promenade Street with the development of the Center Street District, but it is not part of this development application under review this evening. Widening to the east of Promenade Street will continue to be completed by McWhinney as those areas develop.
  - **CO 7 Restriping** - This is a CIP project that is anticipated to be completed in January 2026. The project included an eastbound right-turn lane along CO 7 at Sheridan Parkway, restriping the CO 7 corridor from Sheridan Parkway to I-25 to include two through lanes in the east and west directions, and a mill/overlay of the pavement from Sheridan Parkway to I-25.
  - **CO 7 Median** - Once the entire CO 7 corridor has been widened on both the north and south sides from Sheridan Parkway to I-25, a separate project would be required to construct the center median. This would be either a CDOT or Broomfield project. As the highway widening along the corridor is by private development that is market-driven; we do not currently have an anticipated completion date for this future median project.
-

- **Huron Street Realignment and Widening**
  - **Huron Street Realignment from CO 7 to W 160th Avenue** - The realignment of Huron Street from its current configuration to the future alignment would be completed by McWhinney when development occurs on the east side of Baseline.
  - **Huron Street Widening South of W 160th Avenue** - A conceptual feasibility study was completed by Broomfield in 2024, and the current 5-year CIP Plan anticipates design beginning in 2029, with construction to occur after design is complete (no specific date established for construction start).

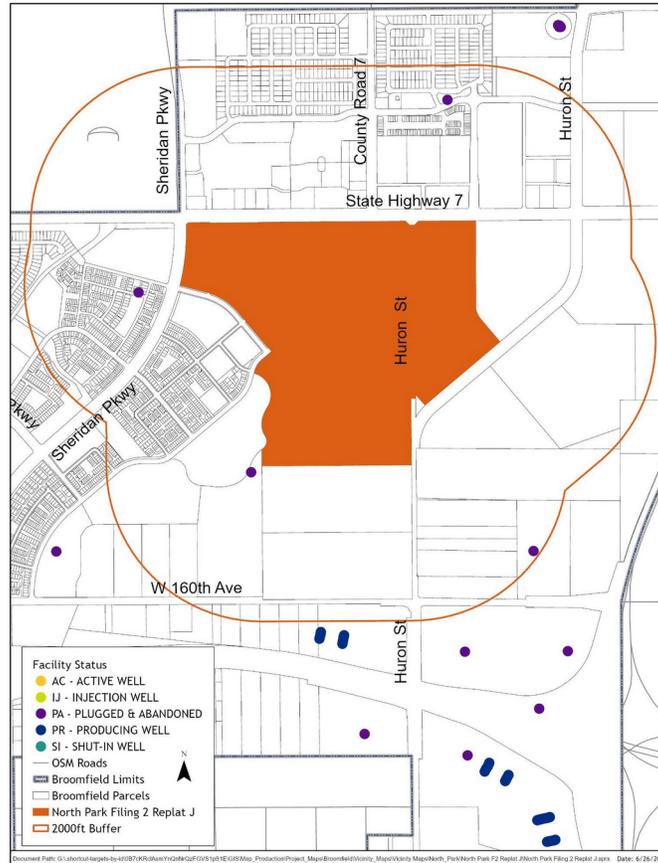
It is important to note that there are existing agreements between the City and County of Broomfield and McWhinney regarding the Baseline development, including the Managed Growth and Development Agreement (MGDA), which specifies how public infrastructure will be phased within the Baseline development area. The above timelines and allocations of responsibility are consistent with the requirements of the existing agreements in place regarding this development.

## Deviations and Special Exceptions

The applicant is not requesting any deviations from the Broomfield Municipal Code or the North Park PUD Plan. There are also no requests for special exceptions from the landscape or sign codes within the Broomfield Municipal Code.

## Oil and Gas Facilities

The property is within 2,000 feet of four plugged and abandoned oil and gas wells. The four plugged and abandoned wells are all located outside of the plat boundaries. There are three plugged and abandoned wells located within the Baseline development: one west of the project area on the opposite side of Sheridan Parkway, one south of the project area, and the third to the southeast of the project area north of W 160th Avenue. The fourth plugged and abandoned well is located to the north within the Palisade Park development. At this time, no residential developments are proposed within the plat boundaries. At such time when residential developments are contemplated, compliance with the oil and gas well requirements in BMC 16-28-180 will be addressed. It is anticipated that further plats will be submitted as this area develops, and residential developments within this area are anticipated to meet any setback requirements within the Broomfield Municipal Code.



2,000 Foot Oil and Gas Buffer Map

## Subdivision / Improvement Agreement

The subject proposal includes a two-party subdivision improvement agreement (SIA) between the developer and the City and County of Broomfield (City). [Poudre Valley Health \(UC Health\) and McWhinney executed a separate easement agreement.](#) UC Health is not party to the SIA. The SIA includes an itemized list of public improvements and associated cost estimates (Exhibit C) for the development. This agreement is subject to approval by the City Manager’s Office following council’s action on the development proposal. The special provisions of the agreement are summarized below. :

### 15.0 Special Provisions.

#### 15.1. Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all Public Improvements listed in an agreed-upon exhibit and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

15.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable,

the Developer shall complete all private improvements listed in an agreed-upon exhibit and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping and private lift station, unless other arrangements acceptable to the City have been made for the completion of the private improvements.

- 15.2. **Oil and Gas Notifications.** The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.
  - 15.2.1. **Written Notice Requirements.** The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:
    - 15.2.1.1. The text in the notice must be 14 point font or larger;
    - 15.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.
    - 15.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.
    - 15.2.1.4. The notice must, at a minimum, state, “As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that North Park Filing No. 2 Replat J is within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Energy & Carbon Management Commission (formerly known as the Colorado Oil and Gas Conservation Commission).” An example form of notice is attached hereto as Exhibit E.
    - 15.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code.
- 15.3. **Regional Roadway Improvements.** Prior to the issuance of any Certificate of Occupancy within the Property the following regional roadway improvements shall be completed, inspected and approved for public use by the construction inspection supervisor:
  - 15.3.1. **Promenade Street from W 167th Avenue North to CO 7.** Prior to the issuance of the first Certificate of Occupancy within the Property, the full extent of Promenade Street, including, but not limited to, sidewalks, street lighting, utilities, curb and gutter, restriping, and CO 7 traffic signal, shall be completed from the intersection with W 167th Avenue north to the intersection with CO 7.
- 15.4. **Cash-in-Lieu Payments**
  - 15.4.1. **Promenade Street (County Road 7) and CO 7 Signal.** The developer shall construct, or cause to be constructed, traffic signals at the intersection of Promenade Street and CO 7 prior to the first certificate of occupancy on the Property. The developer shall be responsible for twenty-five percent (25%) of the total traffic signal costs for such traffic signal. Once the traffic signal is constructed and accepted by the City, the City shall use its best efforts to collect reimbursements for such portions of any traffic signal costs that exceed the obligation of the Developer from the owners of neighboring properties.
- 15.5. **Maintenance Obligations**
  - 15.5.1. **Promenade Enhanced Intersections.** The Developer acknowledges that they will sign an additional maintenance agreement related to the enhanced intersections within the Promenade Street ROW. Such agreement shall be executed prior to the issuance of any

acceptance of the improvements within Filing 2 Replat J. In such an event, the separate agreement is not executed, the City will take responsibility for maintenance of these intersections with the understanding that maintenance operations will be performed as the City deems necessary, and the future condition of said enhanced intersections may be changed from what is shown on these Site Plans.

- 15.6. **CDOT and Broomfield Coordination.** The Developer acknowledges its ongoing responsibility to coordinate the widening and restriping projects with the City and County of Broomfield and CDOT, respectively. This ongoing coordination is a condition of this Agreement and subsequent development adjacent to CO 7.

## Neighborhood Outreach and Communication

The City and County of Broomfield standard public notice requirements have been met for this case. These requirements include:

- Mail notices were sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) were posted on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

A neighborhood meeting was held for the entire Center Street District development, including this final plat and the roadways it encompasses. This meeting was held on January 22, 2025, in advance of the application's submittal (see the [neighborhood meeting notes](#)). Public notice requirements for this neighborhood meeting are as follows:

- A sign posted on the property ten days in advance to advertise the conceptual review hearing
- Mail notice to property owners within 1000 feet of the parcel boundaries

A [project website](#) was created for this development on the BroomfieldVoice platform for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. Any public comments received by 12 Noon in advance of the hearing will be added to the correspondence folder for this application.

# Prior Actions and Recommendations by Boards and Commissions

## Land Use Review Commission

On December 8, 2025, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously to approve the proposal with one condition related to the council call-up provision.

## Staff Review of Key Issues

Staff has not identified any key issues as part of this application.

# Applicable Standards for Consideration

## Final Plat

### **16-20-090 Review standards (Final Plat)**

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110, B.M.C., and is generally consistent with an approved preliminary plat, if there is one. No final plat will be approved until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

### **16-16-110 Review standards. (Preliminary Plat)**

The recommendation of the land use review commission and the decision of the city council shall be based on whether the applicant has demonstrated that the proposed preliminary plat meets the following standards:

- (A) The project should not create, or should mitigate to the extent possible, negative impacts on the surrounding property.
- (B) The project should provide desirable settings for buildings, make use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- (C) The project should preserve natural features of the site to the extent possible.
- (D) The proposed traffic flow and street locations should be consistent with the city's master plan, should be in accordance with good engineering practice, and should provide for safe and convenient movement.
- (E) The lots and tracts should be laid out to allow efficient use of the property to be platted.
- (F) The proposed public facilities and services should be adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- (G) The proposal should comply with the design standards of chapter 16-28, the improvement requirements of chapter 16-32, and the standards and specifications of chapter 14-04.
- (H) The proposal should be consistent with the need to minimize flood damage.
- (I) The proposal should have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and designed to minimize flood damage.
- (J) The proposal should have adequate drainage provided to reduce exposure to flood damage.  
(Ord. 724 §1, 1987; Ord. 769 §2, 1988; Ord. 1111 §7, 1995; Ord. 1935 §18, 2011)

# RESOLUTION NO. 2026-13

A Resolution approving North Park Filing No. 2 Replat J Final Plat

## Recitals

Whereas, the owner and applicant, McWhinney CCOB Land Investments, LLC submitted a development review application for a Final Plat to create four lots and two tracts, and dedicate necessary rights-of-way for the extension of Promenade Street within the North Park subdivision (the Baseline community).

Whereas, a public hearing was heard by the Land Use Review Commission on December 8, 2025 at which time the Land Use Review Commission by formal resolution recommended approval of the final plat.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on January 27, 2026.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1. Findings

Giving consideration to the Broomfield master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the City Council makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Land Use Review Commission and the case file is hereby incorporated into the record.
- B. That the hearing before the City Council was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.

### Final Plat Findings

- C. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- D. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from noise and traffic for residents and the public.
- E. The proposed final plat preserves natural features of the site to the extent possible.

- F. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- G. The proposed final plat lots and tracts are laid out to allow efficient use of the property to be platted.
- H. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- I. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.
- J. The proposed final plat is consistent with the need to minimize flood damage.
- K. The proposed final plat has public utilities and facilities, such as sewer, gas, electrical, and water systems, which are located and designed to minimize flood damage.
- L. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

## Section 2. Action

On the basis of the above and pursuant to the provisions of Chapter 16-20 of the Broomfield Municipal Code, the North Park Filing No. 2 Replat J Final Plat is hereby approved.

## Section 3.

This resolution is effective on the date of approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Branden Roe, Planning Manager

**Meeting Date:** Tuesday, January 27, 2026, 6:00 PM

**Agenda Category:** Action Items

**Agenda Item:** 7B

**Subject:** Public Hearing - Resolution - North Park Filing No. 7 Final Plat and Site Development Plan

- Resolution No. 2026-14 North Park Filing No. 7 Final Plat and Site Development Plan

**Goals:** Thriving, Diverse, Safe and Welcoming Community

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## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com)

[View Presentation](#)

McWhinney has submitted an application for a final plat to create six lots and dedicate necessary rights-of-way for internal public roadways within the proposed North Park Center Street District (located on the southeast corner of Sheridan Parkway and CO 7). The subject property consists of approximately 59.29 acres.

The application also includes a Site Development Plan for the internal roadways within the proposed North Park Center Street District (located on the southeast corner of Sheridan Parkway and CO 7). This Site Development Plan is limited to infrastructure and does not depict any streetscaping, vertical construction, parking, or other site design elements. Those items will be part of future site development plan(s) anticipated as early as later in Q1 of 2026.

### **Attachments**

[North Park Filing No. 7 Final Plat and SDP Council Memo.pdf](#)

[Resolution No. 2026-14 North Park Filing No. 7 FP/SDP.pdf](#)

# Summary

[View Correspondence](#) and [BroomfieldVoicePage](#)  
[View Presentation\(s\)](#)

**Property Owner:** McWhinney CCOB Land Investments, LLC

**Applicant:** McWhinney CCOB Land Investments, LLC

**Location:** Generally east of Sheridan Parkway and south of CO-7

McWhinney has submitted an application for a final plat to create six lots and dedicate necessary rights-of-way for internal public roadways within the proposed North Park Center Street District (located on the southeast corner of Sheridan Parkway and CO 7). The subject property consists of approximately 59.29 acres.

The application also includes a Site Development Plan for the internal roadways within the proposed North Park Center Street District (located on the southeast corner of Sheridan Parkway and CO 7). This Site Development Plan is limited to infrastructure and does not depict any streetscaping, vertical construction, parking, or other site design elements. Those items will be part of future site development plan(s) anticipated as early as later in Q1 of 2026.

There are no deviations requested as part of this application, and there are no key issues identified as part of this application.

## Application Materials:

- [Project Narrative](#)
- [Final Plat](#)
- [Site Development Plan](#)

## Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC), City Council, and/or the Broomfield Urban Renewal Authority (BURA) must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC, Council and BURA as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City's website.

## How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

## Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...  
**That Resolution 2026-14 be adopted.**

## Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

# Applicable City and County of Broomfield Plans

## Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed Use Commercial”. The proposed final plat is consistent with the Comprehensive Plan’s land use designation and the land use assumptions established for the property in the Long-Range Financial Plan.

## Goals and Policies

Elements of the proposed project could help meet the following Comprehensive Plan goals:

- **Goal TS-C: A Connected Transportation System** - Create and collaborate on an interconnected transportation system that facilitates safe travel for all modes, allows for seamless connections between modes, and provides linkages between neighborhoods and to neighboring communities.

## Financial Plan

The proposed application is limited to replatting of land and dedicating public rights-of-ways for multiple streets within the Center Street district. There is a Site Development Plan (SDP) associated with this application, but the SDP is limited to the roadway designs. There is no development proposal including buildings, uses, or other site design elements; and as such, there are no impacts to the financial plan.

## Economic Outcomes

As this application is limited to the replatting of land and dedication of rights-of-ways, there is no community economic impact anticipated at this time. The SDP associated with this application is limited to just this infrastructure as well. The community economic impact for the proposed development will be analyzed when formal development is proposed (actual site design with buildings and uses).

## Relationship to Neighborhood/Sub Area Plan

The project area is located within the I-25 Sub Area Plan, and the proposed plat is consistent with this plan.

## Relationship to Urban Renewal Plan

The project area is located within the Baseline Urban Renewal Area Plan, and the proposed plat is consistent with this plan.

# Prior Council or Other Entity Actions

## Prior Council Action

- [November 10, 2020](#) - Council approved Resolution No. 2020-247 related to the North Park Filing No. 2 Replat D Final Plat, Site Development Plan, and Subdivision Improvement Agreement
- [January 20, 2026](#) - Council heard a Baseline Development Update presented by the developer

# Zoning, Previously Approved Plans and Status of the Development

## Zoning and Previously Approved Plans

The project area is zoned Planned Unit Development (PUD) and is governed by the North Park PUD Plan and supplemental binder. Roadway infrastructure, including the proposed internal Center Street roadways, is consistent with the underlying zoning.

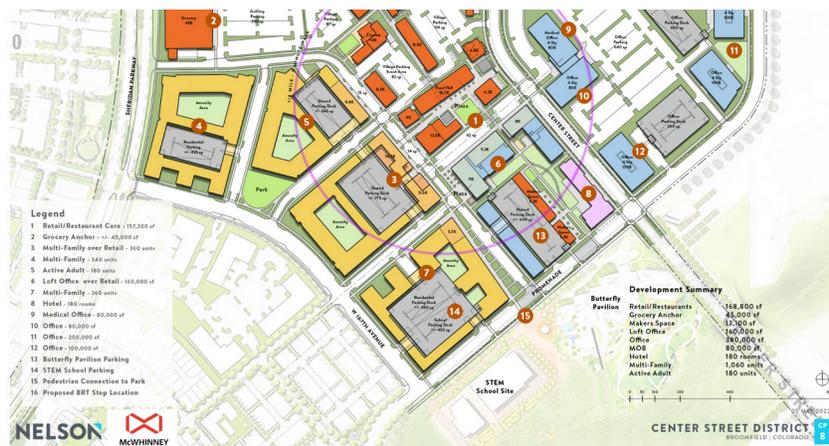
The subject properties are vacant land but were part of prior plats, specifically North Park Filing No. 2 Replat J.

## Status of the Development

The property is vacant, but is surrounded to the south and west by previously approved development within the Baseline (North Park) development. This surrounding development consists of residential uses, including constructed units, units actively under construction, and approved but unconstructed units.

## Concept Review Plans

A [concept review](#) was held on June 21, 2022, for the proposed Center Street District within the Baseline (North Park) Development. The concept review covered the entire development, including the conceptual vertical development within the project. The 2022 conceptual plan is included below. It should be noted that since the 2022 concept review meeting, the applicant has revised their site design, including roadway alignments. The revised and proposed roadway alignments are discussed in detail later in this memorandum. The site design will be part of a future site development plan that will require City Council review and approval.



2022 Center Street Conceptual Site Plan

## Area Context

The area for this proposed application is generally located east of Sheridan Parkway, south of CO 7, and generally west of the current Huron Street alignment. The overall plat area is identified in the map below.

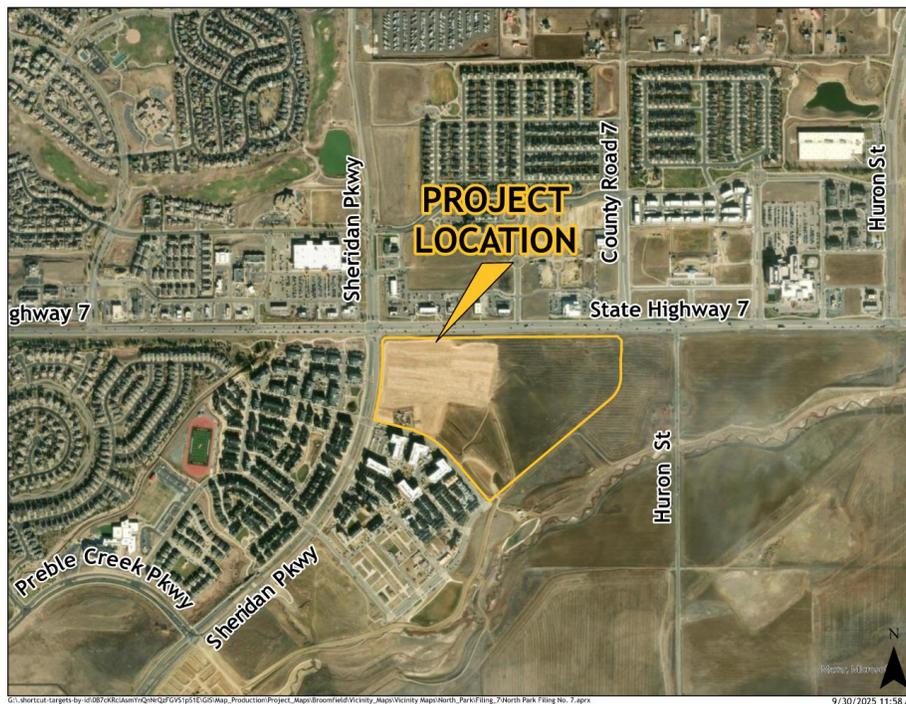
In a broader context, the CO 7 corridor has and continues to see ongoing development, especially between Sheridan Parkway and I-25. To the north of Baseline is the Highlands development, which continues to progress toward build-out. There is an established retail area generally adjacent to Sheridan Parkway and CO 7. Internally to the Highlands development, there are two new multi-family projects that are approaching construction completion.

To the east of the Highlands development, also north of Baseline, is the Palisade Park development. The Brownstones multi-family development and the park and amphitheater amenity were recently completed (generally west of Children's Hospital), a QuikTrip and Bank of America were recently approved by City Council and will be located on pad sites adjacent to CO 7 in front of the Amphitheater. There are a number of other vacant parcels around the amphitheater that are anticipated to be non-residential uses.

To the east of Palisade Park is the vacant Northland development. That property is currently owned by IKEA, and at this time, there are no development applications under review for the property.

To the west of the project area is Sheridan Parkway and Baseline West Village, including the Park 40 Apartments. To the south is Parkside West and the Big Green, which include additional residential and open lands within Baseline. To the east of the project area is additional vacant land within the Baseline development.

All of the adjacent properties are designated as Mixed Use Commercial or Commercial in the 2016 Comprehensive Plan Land Use Map.



Project Location Map

# Current Application - Detailed Description and Staff Review

## Description

McWhinney has submitted an application for a proposed Final Plat and Site Development Plan for North Park Filing No. 7. The final plat is primarily intended to dedicate the right-of-way for internal roadways for the Center Street District and to create six lots to accommodate future development.

## Site Layout

The applicant's proposed site development plan encompasses approximately 4.34 acres of North Park Filing No. 7. The site development plan is limited to just the right-of-ways for Osage Street, Center Street Place, Lexington Street, and Mariposa Street. All of the streets are 40-foot-wide right-of-ways. These include two 11-foot-wide travel lanes and 8-foot-wide parallel parking along both sides of the roadways.

Center Street Place and Mariposa Street both include raised concrete crosswalks/pedestrian crossings and flush concrete intersections. Broomfield's Public Works Department was not supportive of taking on maintenance of these concrete features, as they often present maintenance challenges, and matching the colors of existing and replacement concrete is challenging, which can cause aesthetic issues.

The applicant acknowledged these concerns but was adamant in their desire for the use of the concrete for these features in an effort to advance their placemaking strategy for the Center Street District. Broomfield's Public Works Department was open to these features remaining in the plans, with an understanding that an agreement be created between the developer and Broomfield outlining the carving out of maintenance responsibilities for these features and placing those responsibilities with the developer (or their assignee(s)). Such agreement shall be executed prior to the issuance of any acceptance of the improvements within North Park Filing No. 7. In such an event, the separate agreement is not executed, Broomfield will take responsibility for maintenance of these intersections with the understanding that maintenance operations will be performed as Broomfield deems necessary, and the future condition of said enhanced intersections may be changed from what is shown on the Site Development Plan.

As part of the formal application, the applicant submitted their required engineering reports (traffic report, utility report, drainage report, and geotechnical report). Those reports were reviewed and approved by the Engineering Division.

## Final Plat

The applicant's proposed final plat would replat the entire 59.29 acres of what is currently Lot 1 of North Park Filing No. 2 Replat J. The new plat also dedicates the right-of-ways for Osage Street, Center Street Place, Lexington Street, and Mariposa Street. All of these streets are public roadways and will be dedicated to Broomfield for ownership and maintenance. The plat also identifies a number of utility easements which were dedicated as part of the North Park Filing No. 2 Replat J final plat. Prior to recording this plat, staff will write in the recording information for North Park Filing No. 2 Replat J as necessary.

## Adjacent and Nearby Infrastructure Improvement Status and Timing

While the specific infrastructure involved in this subject application is limited to the creation of internal roadways to serve the proposed Center Street District, this is part of the larger Baseline Development, and there are a number of other roadway infrastructure projects that are ongoing or anticipated in the future along the CO 7 corridor and the surrounding area. Those projects are summarized below for contextual purposes, but are not part of this application.

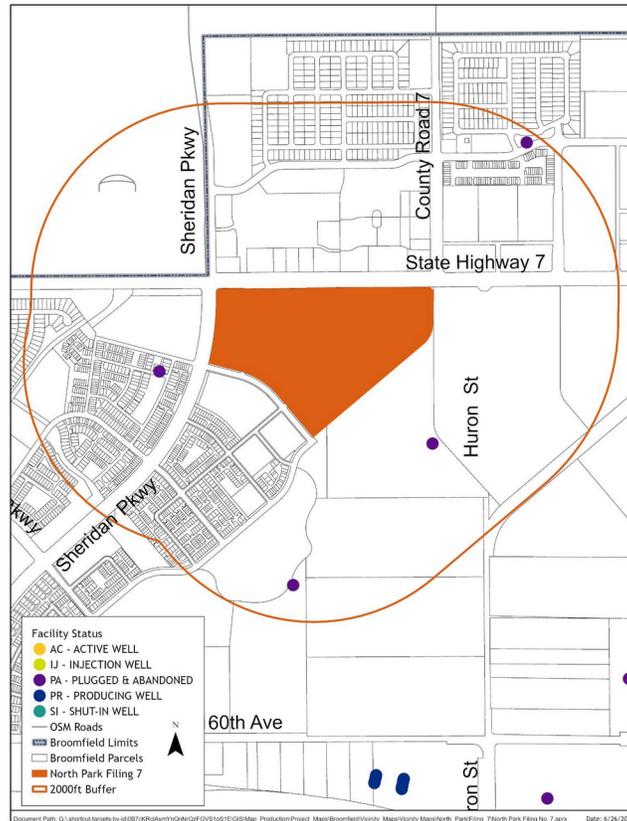
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2,000 Foot Oil and Gas Buffer Map

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#### 15.1. Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all Public Improvements listed in an agreed-upon exhibit and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

15.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in an agreed-upon exhibit and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping and private lift station, unless other arrangements

acceptable to the City have been made for the completion of the private improvements.

- 15.2. **Oil and Gas Notifications.** The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.
  - 15.2.1. **Written Notice Requirements.** The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:
    - 15.2.1.1. The text in the notice must be 14 point font or larger;
    - 15.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.
    - 15.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.
    - 15.2.1.4. The notice must, at a minimum, state, “As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that North Park Filing No. 2 Replat J is within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Energy & Carbon Management Commission (formerly known as the Colorado Oil and Gas Conservation Commission).” An example form of notice is attached hereto as Exhibit E.
    - 15.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code.
- 15.3. **Promenade Street Improvements Timing.** The Developer acknowledges the required timing of regional roadway improvements noted in the North Park Filing 2 Replat J Subdivision Improvement Agreement, and that such timings are applicable to this project as well.
- 15.4. **Coordination with Future RTD Improvements.** The Developer acknowledges its ongoing responsibility to coordinate the widening and restriping projects with the City and County of Broomfield and the Colorado Department of Transportation. The Developer also acknowledges that there is required coordination with RTD related to planned bus infrastructure on CO 7 and the adjacent properties, which includes, but is not limited to, bus lanes, bus stops and a grade-separated crossing. This ongoing coordination is a condition of this Agreement and subsequent development adjacent to CO 7.
- 15.5. **Widening of CO7 to Ultimate Condition.** Prior to the first CO, the CO 7 widening improvements adjacent to the development, approximately between Sheridan Parkway and Promenade St, shall be constructed. The work shall include constructing the southern half of CO 7, including, but not limited to, asphalt, curb, gutter, striping, lighting, and landscaping.
  - 15.5.1. **City Striping Project Coordination.** The Developer acknowledges the ongoing efforts of the City to complete a striping project that facilitates additional lanes on eastbound CO 7. The Developer shall continue to coordinate with the City to ensure improvements associated with this development are included, planned for, and accommodated in any additional projects in the area being performed by the City and others.
- 15.6. **Center Street District Enhanced Intersections.** The Developer acknowledges that they will sign an additional maintenance agreement related to the enhanced intersections within the Center Street District Rights-of-Way. Such agreement shall be executed prior to the issuance of any

acceptance of the improvements within Filing 2 Replat J. In such an event the separate agreement is not executed, the City will take responsibility for maintenance of these intersections with the understanding that maintenance operations will be performed as the City deems necessary and the future condition of said enhanced intersections may be changed from what is shown on these Site Plans.

## Neighborhood Outreach and Communication

The City and County of Broomfield standard public notice requirements have been met for this case. These requirements include:

- Mail notices were sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) were posted on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

A neighborhood meeting was held for the entire Center Street District development, including this final plat and the roadways it encompasses. This meeting was held on January 22, 2025, in advance of the application's submittal (see the [neighborhood meeting notes](#)). Public notice requirements for this neighborhood meeting are as follows:

- A sign posted on the property ten days in advance to advertise the conceptual review hearing
- Mail notice to property owners within 1000 feet of the parcel boundaries

[A project website](#) was created for this development on the BroomfieldVoice platform for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. Any public comments received by 12 Noon in advance of the hearing will be added to the correspondence folder for this application.

## Prior Actions and Recommendations by Boards and Commissions

### Land Use Review Commission

On December 8, 2025, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously to approve the proposal with one condition related to the council call up provision.

## Staff Review of Key Issues

Staff has not identified any key issues as part of this application.

## Applicable Standards for Consideration

A public hearing is required. At the conclusion of the public hearing, the City Council reviews and makes a decision on the application based on the following standards of the Broomfield Municipal Code:

## Final Plat

### 16-20-090 Review standards (Final Plat)

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110, B.M.C., and is generally consistent with an approved preliminary plat, if there is one. No final plat will be approved until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

### 16-16-110 Review standards. (Preliminary Plat)

The recommendation of the land use review commission and the decision of the city council shall be based on whether the applicant has demonstrated that the proposed preliminary plat meets the following standards:

- (A) The project should not create, or should mitigate to the extent possible, negative impacts on the surrounding property.
- (B) The project should provide desirable settings for buildings, make use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- (C) The project should preserve natural features of the site to the extent possible.
- (D) The proposed traffic flow and street locations should be consistent with the city's master plan, should be in accordance with good engineering practice, and should provide for safe and convenient movement.
- (E) The lots and tracts should be laid out to allow efficient use of the property to be platted.
- (F) The proposed public facilities and services should be adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- (G) The proposal should comply with the design standards of chapter 16-28, the improvement requirements of chapter 16-32, and the standards and specifications of chapter 14-04.
- (H) The proposal should be consistent with the need to minimize flood damage.
- (I) The proposal should have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and designed to minimize flood damage.
- (J) The proposal should have adequate drainage provided to reduce exposure to flood damage.  
(Ord. 724 §1, 1987; Ord. 769 §2, 1988; Ord. 1111 §7, 1995; Ord. 1935 §18, 2011)

## Site Development Plans and Site Development Plan Amendments

### 17-38-220 - Review standards.

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed site development plan meets the following standards:

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for private open area at a rate of not less than 30% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
  - (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
  - (K) The proposal should be consistent with the approved PUD plan.
  - (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

# RESOLUTION NO. 2026-14

A Resolution approving North Park Filing No. 7 Final Plat and Site Development Plan

## Recitals

Whereas, the applicant and owner, McWhinney CCOB Land Investments, LLC and NP Development Inc. (an affiliate of McWhinney), submitted an application for a Final Plat and Site Development Plan for internal roads serving the proposed Center Street District.

Whereas, a public hearing was heard by the Land Use Review Commission on December 8, 2025 at which time the Land Use Review Commission by formal resolution recommended approval of the final plat and site development plan.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on January 27, 2026.

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1. Findings

Giving consideration to the Broomfield master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the City Council makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Land Use Review Commission and the case file is hereby incorporated into the record.
- B. That the hearing before the City Council was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.

### SDP Findings

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.

- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- I. The land uses within the proposal are compatible with one another and with nearby properties.
- J. The proposal is only dedicating streets at this time but there is adequate facilities to provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 of the Broomfield Municipal Code during future development of the subject property.
- K. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- L. There are no proposed deviations from the Broomfield Municipal Code.
- M. The proposal is consistent with the approved PUD plan.

#### Final Plat Findings

- N. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- O. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from noise and traffic for residents and the public.
- P. The proposed final plat preserves natural features of the site to the extent possible.
- Q. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- R. The proposed final plat lot and tract are laid out to allow efficient use of the property to be platted.
- S. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- T. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.
- U. The proposed final plat is consistent with the need to minimize flood damage.

- V. The proposed final plat has public utilities and facilities, such as sewer, gas, electrical, and water systems, which are located and designed to minimize flood damage.
- W. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

## Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the North Park Filing No. 7 Final Plat and Site Development Plan is hereby approved.

This resolution is effective on the date of approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney



C. Resolutions - Nonprofit Amendment Approvals for Department of Human Services

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:00 PM	Action Items Item: 7C.
Presented By	
Mandy Walke, Nonprofit & Community Engagement Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

# Overview

[View Correspondence](#)

[View Presentation](#)

This memo addresses resolutions to approve nonprofit grant agreement amendments with A&I Avenues, Broomfield FISH, Clinica Family Health & Wellness, and the Broomfield Community Foundation, which require Council approval. Additionally, the memo provides information on all 2026 nonprofit agency services, awards, and the granting process.

### Attachments

[Memo for DHS Nonprofit Grants 2026-01-27.pdf](#)

[Resolution 2026-10 \(A&I\).pdf](#)

[Resolution 2026-11 \(FISH\).pdf](#)

[Resolution 2026-12 \(CFHW\).pdf](#)

[A&I Avenues Amendment 1 2026 \(NP\) - signed by A&I.pdf](#)

[A&I COI 2025-26.pdf](#)

[A&I Avenues COI 2025-26 \(1 of 1\).pdf](#)

[FISH Amendment 1 2026 \(NP\) - signed by FISH.pdf](#)

[FISH COI 2025-26 \(1 of 1\) \(1\).pdf](#)

[CFHW Amendment 1 2026 \(NP\) - signed by CFHW](#)

[Clinica FHW COI 2-24-25 to 2-24-2026.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

This memo addresses resolutions to approve nonprofit grant agreement amendments with A&I Avenues, Broomfield FISH, and Clinica Family Health & Wellness. The original agreements, approved in 2025, permit three renewal terms. Amendments are needed at this time to renew the agreements for 2026. Because the amounts for 2026 for these service providers exceed \$200,000, this requires Council approval pursuant to Code. An amendment is also needed for the Broomfield Community Foundation at the amount of \$20,990, which is an amendment that can be approved by the Director of Human Service pursuant to policy. Additionally, the memo provides information on all 2026 nonprofit agency services, awards, and the granting process.

On August 13, 2024, City Council approved [Resolution 2024-108](#) amending the policy on community outlays for public purposes for the Department of Human Services (DHS) Nonprofit Grant Program. This policy designates that Case Management Agencies (CMA) will have their funding request reviewed directly by City Council as part of the City’s annual budget process. In addition, agencies identified as providing critical community, human services-related needs as determined by DHS will provide an initial application to have their funding request reviewed directly by DHS Management and where applicable, enter into base plus three-year agreements and be provided with direct funding. This includes the Broomfield Community Foundation (BCF) for the Broomfield Community Services Network (BCSN) because of the unique role it serves in the community.

All other requests for grants or awards of funds for the public purposes of supporting the health, welfare, and human services for the residents of the City and County of Broomfield are directed to the Broomfield Community Foundation (BCF) and the Department of Human Services (DHS) based on funding tiers. BCF is the primary agency administering and reviewing Tier 1 and Tier 2 grants. For Tier 2 grants, BCF collaborates with DHS in reviewing applications. DHS is solely responsible for administering and reviewing Tier 3 grants. Both agencies utilize a formal, competitive application review process to evaluate proposals, ensuring they augment existing programs or address unmet needs in the community that are not already fulfilled by DHS or other organizations. These grants shall be limited to organizations that provide services that benefit City and County of Broomfield residents. The 2026 Budget for these purposes is \$1,857,803 plus an additional \$115,000 contributed by BCF.

The proposed resolutions would authorize the renewal of the agreements for A&I Avenues, Broomfield FISH, and Clinica Family Health & Wellness, approve the stated amounts, and delegate authority to the City and County Manager or Director of Human Services to renew those agreements for the remaining two possible renewal terms, subject to annual appropriations.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Developmentally Disabled and Mental Health (08-90100-53164)	\$1,857,803

Sources and Uses of Funds	Amount
A&I Avenues	-\$328,312
Broomfield FISH	-\$300,000
Clinica Family Health and Wellness	-\$345,000
Broomfield Community Foundation	
2027 Grant Administration Fee	-\$30,000
2026 Tier 1 & 2 Funding from Broomfield	-\$833,501
Broomfield Community Services Network Grant	-\$20,990
<b>Projected Balance</b>	<b>\$0</b>

\*The Broomfield Community Foundation is contributing One Hundred and Fifteen Thousand dollars (\$115,000.00) in addition to the City and County of Broomfield’s amount for Tier 1 and 2 funding so the total Tier 1 and 2 funding from both organizations is Nine Hundred Forty-Eight Thousand Five Hundred and One dollars (\$948,501.00).

Of note, Broomfield has no mill levy dedicated to IDD or mental health services. A broader "Social Services" category mill levy is currently set at 2.25 for Human Services. Currently, official legislation allows, but doesn’t require, counties to set mill levies to purchase services and support for persons with intellectual and developmental disabilities (See [§ 25.5-10-206\(6\), C.R.S.](#)). CCBs are required to obtain 5% of their funding from local matching funds, but this doesn’t obligate local county governments to be the sole provider of that match (See [10 CCR 2505-10 8.603.5 G-J](#) Colorado Department of Health Care Policy and Financing).

### Prior Council or Other Entity Actions

[Resolutions No. 2024-22, -23, and -24](#) - Council approved the 2024 grant funding to nonprofit agencies.

[Resolutions No. 2024-100, -107, and -108](#) - Council approved the 2024 additional grant funding to nonprofit agencies and the amended policy and process.

[Resolution No. 2025-29, -30, -31, and -32](#) - Council approved the 2025 grant funding to nonprofit agencies.

[Resolution No. 2025-159](#) - Council approved the 2026 Tier 1 and 2 and 2027 Grant Administration Fee to the Broomfield Community Foundation.

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to approve the contract amendment with A&I Avenues, the appropriate motion is...  
**That Resolution 2026-10 be adopted.**

If Council desires to approve the contract amendment with Broomfield FISH, the appropriate motion is...  
**That Resolution 2026-11 be adopted.**

If Council desires to approve the contract amendment with the Clinica Family Health & Wellness, the appropriate motion is...

**That Resolution 2026-12 be adopted.**

## Alternatives

Do not approve the contract amendments.

## BACKGROUND

### Community Grants Policy Overview

In August 2024, Council approved [policy updates](#) to the Department of Human Services (DHS) Nonprofit Grant Process. These policy updates included [CCB Case Management Redesign](#), codifying the Broomfield Community Foundation Partnership for grant administration services, and piloting direct funding to critical community, human services-related needs to enter into base plus three-year agreements with agencies aligned with addressing those critical needs. The policy on community outlays for public purposes states that other agencies that wish to receive grant funds from the City and County for public purposes of supporting the health, welfare, and human service needs of Broomfield residents must apply for grant funds through DHS. A grant review committee reviews applications from a variety of agencies and recommends the grants that are awarded.

### Continuous Process Improvement

Human Services continually seeks to refine and improve the grant application and funding process. For that purpose, the following changes have been implemented in recent years:

- Phase I (2019):
  - Timely funding distribution to coincide with calendar year funding
  - Alignment of funded proposals with Council Priorities, DHS Strategic Priorities, and the Community/Behavioral Health Improvement Plan
- Phase II (2020-2021):
  - Enhanced performance metrics, measurable outcome indicators, and grant reporting
- Phase III (2022):
  - Tiered funding levels/requirements
  - Direct alignment with strategic priorities and associated funding allocation
  - Focus of Diversity, Equity, Access, and Inclusion efforts
  - Mandatory non-profit consortium meetings in 2022 for all Tier 3 agencies and for Tier 2 agencies providing housing and/or mental health services to discuss goals, performance metrics, outputs and outcomes, collaboration, and impact on community priorities. (Tier 1 and remaining Tier 2 agencies were also encouraged to attend.)
- 2023/24 partnership with the Broomfield Community Foundation for grant administration:
  - Pre-qualifying form to ensure agencies adhered to funding restrictions.
  - Strategic allocation of Tier 1 funding through a partnership with the Broomfield Community Foundation (BCF):
    - BCF to focus on new and smaller organizations by supporting these organizations' development and improving their ability to achieve outcomes for Broomfield residents;
    - DHS to work more closely with larger established community partners on systems-level collaboration for greater community-wide impact;

- BCF, DHS, and all of our community partners to use a shared language for measurement and outcomes thereby increasing collaboration and effectiveness in the Broomfield community network;
- Awarded funding indicates the endorsement of both BCF and DHS.
- 2024 Process Improvements:
  - Tier 3 funding for critical community services, e.g., IDD, Mental/Behavioral Health, Family Resource Center;
  - Pilot of multi-year grant agreement contingent on available funding in the City and County budget;
  - Data system integration through the [Unite Us](#) closed loop referral platform (mandatory for Tier 3 agencies);
  - Synthesizing of the Non-Profit Consortium with the Broomfield Community Services Network.
- 2025 Process Improvements:
  - Updates to policy including changes from CCB to CMA, codifying BCF grant administration involvement, and base plus three year agreements and direct funding for the Broomfield Community Foundation's Broomfield Community Services Network and other identified agencies providing critical community, human services-related needs.

### Grant Application Review Process

- Building on its partnership with the Broomfield Community Foundation (BCF), the Department of Human Services (DHS) has refined its 2026 Grant Review process to create a more collaborative model of grant management. BCF, which manages grants and supports nonprofits serving Broomfield residents, now oversees most aspects of the process—including prequalification, application review, interviews, volunteer coordination, and notifications for Tier 1 and Tier 2 organizations. This year, BCF managed 67 of 79 initial applications and will also handle contracting and reporting for 2026 awards. This shift reduces administrative workload for DHS staff, allowing greater focus on strategic priorities and direct service delivery.
- The grant application and reporting format historically include the basic principles of the Results-Oriented Management and Accountability (ROMA) Logic Model with additional components that, through Data Source and Collection/Reporting, ensures effective progress in addressing the specified community need.
- The following provides an overview of the timeline and processes used to develop grantee recommendations:
  - An informational meeting was held on August 14, 2025, to allow interested agency representatives an opportunity to learn more about the BCF/DHS grant funding process.
  - A notice of request for pre-qualifying forms for grant applications was released in August 2025. Grant application availability was announced through City and County and DHS websites, Twitter, Facebook, NextDoor, the Broomfield Community Services Network, and was distributed electronically to all agencies on the DHS and BCF non-profit grants distribution list. Twelve organizations either did not qualify or failed to complete the grant application after being qualified. Grant applications were due to BCF/DHS on or before September 26, 2025.
  - The application identified the following general criteria: Project Relevance and Community Impact, Organizational Capacity and Sustainability, Financial Accountability and Transparency, Impact Measurement and Evaluation, Applicant Readiness and Responsiveness, and Community-Specific Engagement. The application also included alignment with City and County Community Goals—Thriving, Diverse, Safe and Welcoming Community—and DHS Foundational Principles, including Access and Equity, Whole Family Success, and

Collaboration. In addition, funding for vital services was considered an important factor in the review process.

- For the 2026 grant cycle, the Broomfield Community Foundation (BCF) combined Tier 1 and Tier 2 applications. A total of 59 Tier 1 applications and 8 Tier 2 applications were submitted. Applications were divided among 7 subcommittees for review, with 37 grant committee members participating. Tier 2 applications were split into and reviewed by three committees, and Mandy Walke, Nonprofit & Community Engagement Manager for DHS attended all of these meetings. Each Tier 2 subcommittee included at least one City and County of Broomfield (CCOB) employee, representing departments such as Development, Diversity, Equity and Inclusion; Library, Arts, and History; Police; Public Health and Environment; and Senior Services. Additionally, each of the seven subcommittees included a BCF Board member and at least one community or Board member with expertise in finance.
- The Tier 3 committee included the above staff except for BCF staff/Board/volunteers.
- Dion West, Executive Director of BCF attended every Tier 1 & 2 committee meeting to facilitate the review process, during which application scores were evaluated, and grant award recommendations were determined.
- On September 29th, all reviewers participated in at least one informational and instructional session designed to ensure a thorough understanding of the review process and access to online materials.
- Each reviewer was then provided with online access to review application packets submitted by the organizations. These packets included a completed online application, a Final Report for previously funded grants (if applicable), financial documents such as a Profit & Loss Statement, Balance Sheet, and Form 990, an audit and/or annual report (if available), and letters of support. Tier 2 applications included additional questions that focused on demonstrating evidence of community need through research and assessments, engaging stakeholders for feedback, projecting measurable outcomes, and maintaining program quality through established standards.
- After the initial review, committee members submitted questions for grantees. These questions were shared with the respective organizations, and their responses were reported back to the subcommittees for further deliberation.
- Eighteen organizations were selected for 30-minute virtual interviews. Due to a record number of new applicants (24) and limited staff capacity, interview invitations prioritized organizations: 1) completely new to BCF (i.e. those not previously funded through any BCF grant programming, or no active involvement in BCSN, or without a history of any prior meetings with BCF executive staff); and 2) applicants for whom the committee had significant questions. Each interview was attended by at least two BCF staff members and available reviewers from the volunteer pool, providing applicants an opportunity to share background information, answer questions, and discuss projects related to their grant requests. All interviews were recorded and made available to the relevant subcommittee for review.
- Committee members then completed application reviews using a structured online scoring form designed to evaluate proposals across four primary areas: Grant Narrative, Broomfield-Specific Impact, Program Spending Plan, and Organizational Financial Health. Reviewers assessed the clarity of the organization's mission and community impact, its understanding of future challenges and opportunities, staff well-being and development practices, and the overall importance and scale of the proposed program. Additional criteria examined how effectively programs target and track Broomfield residents, measure outcomes, and demonstrate cost efficiency and sustainability. Financial review considered budget reasonableness, revenue diversification, contingency planning, and supporting documentation such as financial statements, 990s, audits, and letters of support. Scores were assigned based on demonstrated impact, effectiveness, fiscal responsibility, and alignment

with funding priorities to ensure grant dollars are used responsibly and advance meaningful, measurable outcomes for Broomfield residents.

- BCF administered 59 Tier 1 grant applications and 8 Tier 2 applications. DHS reviewed the eight Tier 2 applications and the one Tier 3 application, as well as the renewal per the [amended policy](#) of the three Tier 3 grant renewals and one Tier 1 renewal: Broomfield Community Foundation for its BCSN program because of the inherent conflict of interest.
  - For 2025, DHS identified A&I Avenues, Broomfield FISH, and Clinica Family Health Services as the Tier 3 agencies that will receive direct funding via base plus three year agreements contingent upon available funding and meeting contract deliverables. These three agencies' amendments to renew for year two are included in this Council Memo item.
- All subcommittees convened to discuss and finalize scoring in order to make recommendations to the BCF Board and/or DHS Management.
- A funding pool of \$1,857,503 (plus a \$115,000 grant from BCF) is available for 2026 grant awards.
- Out of 59 Tier 1 applications, the committees recommended 51 agencies to receive grant awards totaling \$409,501. For Tier 2, eight applications were reviewed, and the Scoring Committee recommended funding for nine agencies, totaling \$509,000. For the one new application reviewed by the Tier 3 Scoring Committee, that agency was recommended to receive a grant award totaling \$150,000, which will place it in the Tier 2 category to be administered by BCF. All agency grant awards are listed in more detail, further on in this memorandum.
- BCF will administer all grant contracts and reporting functions for Tier 1 & 2 organizations. DHS service agreement amendments will be executed with three Tier 3 agencies and BCF's Tier 1 agreement to ensure that grant funds are expended in the manner outlined in the grant proposal. Granted agencies will be required to submit quarterly financial reports if they receive over \$200,000 in grant funding and semi-annual financial reports if they receive over \$50,000 up to \$200,000. Those agencies receiving up to \$50,000 will only be required to provide annual reports. All reporting will include information on how the funds were spent, the unduplicated number of Broomfield residents served, and outcome metrics.
- Non-Profit Consortium Meetings will continue in 2026 in tandem with the Broomfield Community Services Network (BCSN) according to the following criteria:
  - Broomfield Community Foundation
    - Tier 1: Awards of \$25,000 or under - attendance at two (2) BCSN meetings
    - Tier 1 & 2: Awards over \$25,000 and up to \$200,000 - attendance at a minimum of nine (9) BCSN meetings, which may include regular and/or special session meetings
    - Waivers to these requirements may be issued based upon special circumstances and/or limited staffing capacity of the organization.
  - Department of Human Services
    - Tier 3: Over \$200K
      - Attend regular BCSN meetings
      - Lead Strategic Partners or Community Conversations on their specific community priority (i.e. Community-Centered Board and/or Intellectual/Development Disability Services, Behavioral Health priorities, Family Resource Center and/or Basic Needs Services)

2026 Grant Awards

67 non-profits submitted Tier 1 & 2 grant applications requesting a total of \$1,694,144. The total budgeted amount available plus a \$115,000 contribution to Tier 1 applicants by Broomfield Community Foundation is 56% of the total requested amount. Agencies new to the DHS/BCF grant process could only apply as Tier 1 agencies requesting a maximum amount of \$10,000. The DHS grant scoring committee met to finalize scoring of the one new Tier 3 Grant Application and make recommendations to DHS management.

2025 Non-Profit Agency Descriptions and Award Outcomes

Tier 1 Grant Requests (grant process administered by Broomfield Community Foundation)

Below is a description of non-profit agency applicants with awards at or below \$50,000 and their proposed services:

Organization Name	2024 Award	2024 Additional Award	2025 Award	2026 Request	2026 Award
Adaptive Adventures	n/a	n/a	n/a	\$10,000	\$7,000
AgeWise Colorado	n/a	n/a	n/a	\$10,000	\$1,000
Anchor House	\$5,000	n/a	n/a	\$10,000	\$5,700
Association for Community Living	\$10,000	n/a	\$13,000	\$13,000	\$10,000
Audio Information Network of Colorado	\$7,500	n/a	\$7,500	\$10,000	\$0
Benefits in Action	n/a	n/a	\$0.00	\$10,000	\$0
Best Buddies International, Inc.	n/a	n/a	\$5,000	\$10,000	\$7,000
Blossoming Trees to Empower Communities	n/a	n/a	n/a	\$14,027	\$3,500
Boulder County AIDS Project (BCAP)	\$14,000	n/a	\$7,500	\$10,000	\$5,000
Boulder Pride		n/a	\$0.00	\$15,000	\$4,000
Boulder Valley Health Center	\$15,000	n/a	\$17,500	\$30,000	\$10,000
Bright Leaf Inc	n/a	n/a	n/a	\$10,000	\$5,500
Broomfield Meals on Wheels*	\$22,000	n/a	\$25,000	\$35,000	\$31,000
Broomfield North Metro Kiwanis Foundation	n/a	n/a	\$5,000	\$10,000	\$10,000
Broomfield Rotary Charitable Foundation, Inc.	n/a	n/a	\$10,000	\$10,000	\$7,000
Broomfield STEM	n/a	n/a	n/a	\$10,000	\$3,000
Broomfield United Methodist Church (Safe Parking)	n/a	n/a	n/a	\$10,000	\$4,000

Memo for Department of Human Services Nonprofit Grants  
 Prepared By: Mandy Walke

Brothers Redevelopment, Inc.	\$10,000	n/a	\$5,000	\$10,000	\$0
CASA of Adams and Broomfield Counties	\$12,600	n/a	\$15,000	\$20,000	\$13,900
Coal Creek Adult Education Center	\$8,500	n/a	\$9,000	\$9,800	\$7,500
Coal Creek Meals on Wheels	n/a	n/a	n/a	\$10,000	\$9,000
Cobbled Streets	n/a	n/a	n/a	\$6,000	\$4,100
Conscious Alliance	\$13,000	n/a	\$0	\$20,000	\$0
Cultivate	\$8,500	n/a	\$8,500	\$8,500	\$8,000
Cultural Brokers Advocates	n/a	n/a	\$2,500	\$10,000	\$0
Five Star Education Foundation	\$22,000	n/a	\$32,000	\$36,000	\$28,500
Garden to Table	\$4,500	n/a	\$7,000	\$7,000	\$4,500
Growing Gardens	n/a	n/a	n/a	\$6,000	\$3,500
Harvest of Hope Pantry	n/a	n/a	n/a	\$2,500	\$2,500
HopeKids Colorado	n/a	n/a	n/a	\$7,200	\$2,000
Humane Society of Boulder Valley*	n/a	n/a	n/a	\$5,000	\$2,600
Impact on Education	\$7,000	n/a	\$8,000	\$10,000	\$5,000
Inclusive Housing Coalition	n/a	n/a	n/a	\$8,000	\$0
Intercambio Uniting Communities	\$10,000	n/a	\$4,000	\$10,000	\$6,000
Joyful Journeys Community Enrichment	\$3,500	n/a	\$0.00	\$25,000	\$3,000
Junior Achievement-Rocky Mountain, Inc.	\$8,000	n/a	\$6,100	\$10,000	\$1,500
Nurturing Newborns	n/a	n/a	n/a	\$10,000	\$0
Parkinson Association of the Rockies	n/a	n/a	n/a	\$5,000	\$3,000
Project Angel Heart	\$17,000	n/a	\$17,000	\$22,000	\$19,000
Reach Out and Read Colorado	\$2,150	n/a	\$2,834	\$3292	\$3,000
Revital Colorado	\$15,000	n/a	n/a0	\$20,000	\$18,000
Ride Broomfield	n/a	n/a	n/a	\$10,000	\$4,000
Rise Above Colorado	\$10,000	n/a	\$7,500	\$15,000	\$5,000
Rise Against Suicide	n/a	n/a	\$15,000	\$27,000	\$18,500
Rocky Mountain Legal Center	\$12,500	n/a	\$12,500	\$15,000	\$10,000
Rocky Mountain Welcome Center	n/a	n/a	n/a	\$10,000	\$0
Safehouse Progressive Alliance for Nonviolence (SPAN)	\$30,000	\$8,699	\$30,000	\$50,000	\$33,000
SparkHope Automotive (Formerly Hands of The Carpenter)	\$5,000	n/a	\$22,500	\$38,500	\$24,000
Special Olympics Colorado	n/a	n/a	\$6,100	\$10,000	\$7,000

St. Benedict Health and Healing Ministry	n/a	n/a	n/a	\$10,000	\$9,000
Sunshine Home Share Colorado	n/a	n/a	n/a	\$10,000	\$5,000
The Liv Project	n/a	n/a	n/a	\$10,000	\$3,000
Thorne Nature Experience*	\$5,000	n/a	\$5,000	\$10,000	\$5,000
Thrive-Transformation At Work	\$6,000	n/a	\$6,000	\$10,000	\$3,500
Wapiyapi	n/a	n/a	n/a	\$2,500	\$2,500
We Don't Waste	\$5,000	n/a	\$0	\$5,000	\$3,000
WeeCycle	n/a	n/a	n/a	\$10,000	\$9,701
Whiz Kids Tutoring, Inc.	n/a	n/a	\$3,500	\$10,000	\$5,000
WOW! Children's Museum	n/a	n/a	n/a	\$7,500	\$4,000
<b>Total Tier 1 Funding</b>	<b>\$288,750</b>	<b>\$8,899</b>	<b>\$315,534</b>	<b>\$768,819</b>	<b>\$409,501</b>

\*All funding comes from BCF

[Adaptive Adventures](#) requested \$10,000 in grant funding and will receive \$7,000 to provide free, family-inclusive adaptive recreation programs for Broomfield residents with physical disabilities. As the only fully mobile adaptive recreation program in the U.S., Adaptive Adventures brings specialized equipment and trained staff to local parks, trails, and its Adaptive Education Center. Through this grant, at least 50 unduplicated Broomfield residents are projected to participate in more than 350 adaptive recreation experiences, including cycling, climbing, and paddling—helping individuals access inclusive outdoor activities and build community.

[AgeWise Colorado](#) requested \$10,000 and will receive \$1,000 in grant funding to expand its free, 24/7 online resource platform for older adults and caregivers, offering vetted service providers, expert-led webinars, and curated articles to simplify the aging journey. Year-to-date, 215 Broomfield residents have accessed the website, and 56 have subscribed to the newsletter. With this grant, AgeWise Colorado anticipates doubling engagement to at least 430 residents and increasing newsletter subscriptions to 112 or more. This initiative addresses a critical need identified by government agencies for accessible, trustworthy aging resources.

[Anchor House](#) requested \$10,000 in grant funding and will receive \$5,700 to cover security upgrades—replacing damaged residential doors with commercial-grade metal doors and upgraded locks—and provide 150 hours of additional staff support to address tenant needs. These improvements will enhance safety and stability for youth transitioning out of foster care while continuing to offer life coaching and educational programs.

[Association for Community Living \(ACL\)](#) requested \$13,000 in grant funding and will receive \$10,000 to provide advocacy dedicated to supporting individuals with Intellectual and Developmental Disabilities (IDD). ACL provides Individual, Group, and Systems Advocacy to address the many challenges faced by people with IDD, including limited access to healthcare, long-term care, higher rates of chronic health issues, poor educational outcomes, lack of technology access, low employment rates, high poverty, homelessness, and exclusion from community arts, music, recreation, and leisure activities. With the requested grant, there are 50-100 Broomfield residents projected to participate in their programming.

[Audio Information Network](#) (DBA Aftersight) requested \$10,000 in grant funding to use audio to serve people living with vision loss or blindness in Broomfield; this grant request will not be funded in 2026. Committee members expressed serious concerns about the long-term sustainability of the organization and noted that the program would benefit from updated development plans that more fully incorporate current technology options for individuals who are visually impaired, rather than relying on older service models.

[Benefits In Action](#) (BIA) requested \$10,000 and will not be funded this year. Reviewers noted limited current impact in Broomfield, as the proposal focused on hypothetical access points rather than established services. While BIA previously supported Broomfield residents through the Safe Parking Program with food assistance and case-like management, the organization now seeks to expand Navigator Services and co-locate in Broomfield facilities. However, the application lacked clear details on existing reach and implementation plans.

[Best Buddies International, Inc.](#) requested \$10,000 in grant funding and will receive \$7,000 to combat the social isolation experienced by students with disabilities by providing school-based inclusion services to Broomfield residents with and without intellectual and developmental disabilities (IDD) at five Broomfield schools. Through this program, students will develop critical social and communication skills by participating in one-to-one friendships, inclusive group activities, and leadership development opportunities. The project will engage a minimum of 130 Broomfield residents in Best Buddies programs. This will support their efforts to foster inclusion and community for students with and without IDD. Students will develop critical social and communication skills by participating in one-to-one friendships, integrated group activities, and leadership development opportunities.

[Blossoming Trees to Empower Communities](#) requested \$14,027 and will receive \$3,500 for their Whole Family Success program, a new initiative addressing critical service gaps for Broomfield's underserved Muslim and Arab communities. This year-long program will provide culturally appropriate family support through three integrated services delivered in four sessions each, at little to no cost to participants. Blossoming Trees projects serving 25 unduplicated families—impacting approximately 100 Broomfield residents in the first year—through community-rooted strategic planning and engagement.

[Boulder County AIDS Project](#) (BCAP) requested \$10,000 in grant funding and will receive \$5,000 to support HIV Care Services for Broomfield residents living with HIV and Prevention Services for Broomfield residents at risk of acquiring HIV/HCV. BCAP's HIV Services have resulted in improved health outcomes for people living with HIV (PLHIV) and decreased HIV transmission community-wide. Through educational presentations and tabling at events, BCAP has increased the level of HIV knowledge and awareness across the community. BCAP will provide HIV Care Services for 50 unduplicated Broomfield residents living with HIV and Prevention Services for 810 Broomfield residents at risk of acquiring HIV/HCV.

[Boulder Pride](#) DBA Rocky Mountain Equality (RMEQ) requested \$15,000 in grant funding and will receive \$4,000 to improve behavioral health outcomes for LGBTQ+ youth through program delivery for Broomfield residents. Programming will include youth groups, activities, workshops, and supportive services, reaching at least 60 Broomfield County youth. This funding will allow us to bring programming more consistently to the Broomfield community, ensuring local youth have greater access to resources and support.

[Boulder Valley Women's Health Center](#) (BVWHC) requested a grant for \$30,000 and will receive a \$10,000 grant to support basic health care services. BVWHC provides comprehensive reproductive and sexual health

care on a sliding fee scale, often reducing costs to \$0 for eligible patients. Each patient is screened for social determinants of health and connected to a dedicated Health Navigator, who helps address barriers and links residents to local resources such as housing, food, transportation, and mental health support through Unite Us. BVWHC anticipates serving approximately 274 Broomfield residents through this funding.

[Bright Leaf Senior Resources](#) requested \$10,000 and will receive \$5,500 to provide minor home repairs, food assistance, transportation, and outreach for low-income and disabled seniors in Broomfield. Based on historical data and current outreach, Bright Leaf projects expect to serve approximately 75 unduplicated residents in 2026. Services will also include educational programming focused on health and social connection, helping seniors remain safe, supported, and engaged in the community.

[Broomfield Meals on Wheels](#) requested \$35,000 and will receive \$31,000 to purchase food supplies, including fresh, frozen, and dry food products for their program. This funding will help keep meal fees low and prevent any fee increases in 2025. Based on current projections, Broomfield Meals on Wheels expects to serve approximately 360 unduplicated clients in 2025. The grant will support their efforts to provide affordable, nutritious meals to the community. All funding for this grant is provided exclusively by the Broomfield Community Foundation.

[Broomfield North Metro Kiwanis Foundation](#) requested \$10,000 and will receive \$10,000 for their Mobile Resource Trailer, which delivers critical resources to underserved children in the greater Broomfield community. This initiative operates through a three-pronged approach: bringing resources directly to those in need, providing a welcoming "shop at no cost" experience where families can choose the items they need most, and allowing the foundation to focus on delivering the right resources to locations with the greatest need. The all volunteer organization will distribute essential winter necessities (coats, hats, and mittens), personal hygiene essentials, baby essentials, and foster system move-in ready kits to over 1,000 children and family members experiencing basic resource insecurity.

[Broomfield Rotary Charitable Foundation](#) requested \$10,000 in funding and will receive \$7,000 to support the [Dolly Parton Imagination Library](#), a program that provides free books to children from birth to age five. The initiative aims to reach approximately 1,900 children in Broomfield, based on projections from the Imagination Library and demographic research indicating about 3,200 children under five in the area. The cost per child is \$30-\$32 annually, with the State of Colorado and the Rotary Club of Broomfield each covering half. This grant will help ensure local children have access to early literacy resources, fostering a lifelong love of reading.

[Broomfield STEM](#) requested \$10,000 and will receive \$3,000 to provide inclusive, hands-on STEM programs for PreK-12 students, including robotics teams, early childhood engineering classes, and summer camps. These programs foster technical skills, creativity, and a sense of belonging in a supportive community. In 2026, Broomfield STEM anticipates serving 138 unduplicated students, 25 mentors, and more than 150 parents and siblings through community events and learning opportunities.

[Broomfield United Methodist Church](#) (Safe Parking) requested \$10,000 and will receive \$4,000 to support its Safe Parking Program, which provides stability, safety, and dignity to individuals and families experiencing homelessness who are living out of their vehicles. The program currently operates 12 parking spots and anticipates serving 18-24 unduplicated Broomfield residents during the grant period. Participants typically stay 6-8 months, allowing for approximately two turnover cycles per year.

[Brothers Redevelopment, Inc.](#) requested \$10,000 to support its Paint-A-Thon (PAT) program, which provides essential exterior home maintenance, including free painting services, to low-income older adults and disabled homeowners in Broomfield. The requested funding would have enabled the organization to serve four unique residents, improving the safety and appearance of their homes. This program assists community members who meet HUD income guidelines and need help maintaining their homes. Brothers Redevelopment will not receive funding this year. Based on committee feedback, the decision was driven largely by the need to prioritize basic-needs services in an exceptionally competitive funding cycle. Reviewers also noted that repainting a small number of homes in Broomfield did not demonstrate the level of local impact they were seeking relative to other urgent community needs.

[CASA of Adams and Broomfield Counties](#) requested \$20,000 and will receive \$13,900 to support programs that recruit, train, and supervise community volunteers who advocate for vulnerable youth and their families. These programs serve children who have experienced abuse, neglect, or disengagement from school. In fiscal year 2026, CASA projects that approximately 40 Broomfield residents will benefit through the CASA and Family Engagement Volunteer Programs. This grant will help CASA continue its mission to create a safe, thriving community where youth can prosper.

[Coal Creek Adult Education Center](#) requested \$9,800 and will receive \$7,500 to support its High School Equivalency preparation class held in partnership with the Broomfield Workforce Center. This tuition-free class meets two afternoons per week onsite at the Workforce Center and provides adults with the opportunity to earn their high school equivalency. In 2026, CCAEC expects to serve approximately 40 Broomfield students through this program. The grant will help ensure continued access to educational opportunities for adult learners in the community.

[Coal Creek Meals on Wheels](#) (CCMOW) requested \$10,000 and will receive \$9,000 to launch a new Grab & Go meal distribution site at Broomfield FISH, providing low-barrier access to fresh, nutritious meals for older adults, people with disabilities, low-income families, and individuals experiencing housing or food insecurity. This site will complement existing locations in Lafayette, Erie, and at Sister Carmen Community Center, expanding CCMOW's proven model into Broomfield. In 2026, CCMOW anticipates serving more than 15,000 unduplicated Broomfield residents through this program.

[Cobbled Streets](#) requested \$6,000 and will receive \$4,100 to deliver the Ambassador Project in Broomfield County—a community-based program that provides monthly trauma-informed support for foster and kinship caregivers, enriching activities for children, and connections to vital local resources. Services are led by a trusted local Ambassador with lived experience in foster or kinship care. The program will serve approximately 25 unduplicated Broomfield residents over the grant year.

[Conscious Alliance](#) requested \$20,000 to support its hunger relief and youth empowerment programs, which provide free meals, snacks, and other essentials to individuals in need. Through partnerships with schools, preschools, organizations, and food pantries, Conscious Alliance reaches more than 500 Broomfield residents facing food insecurity. The organization operates a distribution center in Broomfield and works to reduce barriers to food access. Conscious Alliance will not receive funding in 2026. Committee members noted that the organization maintains significant resources and reserves, which placed the request at a lower priority in an exceptionally competitive cycle where many difficult funding decisions had to be made within the essential needs arena.

[Cultivate](#) requested \$8,500 and will receive \$8,000 to provide no-cost services to seniors in Broomfield County. Services include Carry-Out Caravan (free grocery shopping and delivery), VetsGo (volunteer-escorted medical transportation for veterans age 60+ and their senior family members), Fix-It (free home repairs such as grab bar installation and minor safety improvements), and PhoneBuddies (a companion call program that fosters connection and monitors well-being). Cultivate plans to serve approximately 43 unduplicated Broomfield residents in 2026. This grant will help seniors remain safe, supported, and connected in their homes and community.

[Cultural Brokers Advocates](#) (CBA) requested \$10,000 to enhance healthcare access for underserved Broomfield residents by providing culturally responsive mental and behavioral health outreach, counseling, and referral services. With this funding, CBA projected serving approximately 200 unduplicated residents in 2025, focusing on bridging gaps in healthcare navigation and addressing social determinants of health such as housing and food security. Cultural Brokers Advocates will not receive funding in 2026. Based on committee feedback, concerns were raised about the overall sustainability of the organization, the clarity of its services and funding model, and the current level of demonstrated impact in Broomfield.

[Five Star Education Foundation](#) requested \$36,000 and will receive \$28,500 to support the Resource Network Program, which addresses pressing student needs and delivers metric-driven outcomes. This program provides fresh and non-perishable food, grocery cards, clothing, hygiene products, school supplies, and essential household items to Broomfield students and families in need. In partnership with the Student and Family Outreach Program (SFOP), additional support may include housing and utility assistance, internet access, transportation, and enrollment in SNAP/WIC and Medicaid. Four Resource Network sites operate in Broomfield—Centennial Elementary, Mountain View Elementary, Westlake Middle School, and Legacy High School—serving approximately 1,500 unduplicated Broomfield residents. This grant will help ensure vulnerable students have access to critical resources and support.

[Garden to Table Growe Foundation](#) requested \$7,000 and will receive \$4,500 to support garden-based education at Emerald and Kohl Elementary Schools. The program will provide 100 lessons, a custom curriculum, garden maintenance, and volunteer engagement tools, serving approximately 607 students, 40 educators, and 30 volunteers. Last year, 615 students, 35 teachers, and more than 20 volunteers participated. This grant will help increase volunteer participation and empower school communities with experiential outdoor education opportunities.

[Growing Gardens](#) requested \$6,000 and will receive \$3,500 to provide hands-on educational programs for 425 pre-K through 5th grade students in Broomfield schools. These programs include classroom lessons and farm field trips that teach science, nutrition, and ecology, with produce and recipes sent home to families, especially in Title I schools. Broomfield residents also benefit from fresh produce distributed through partners like Community Food Share and Harvest of Hope. Programs, offered in English and Spanish, feature activities such as exploring farm ecosystems, learning plant lifecycles, and tasting vegetables, with additional experiences like honeybee hives and composting during farm visits.

[Harvest of Hope Pantry](#) requested \$2,500 and will receive \$2,500 to provide healthy supplemental food to Broomfield families and individuals in need. The pantry offers a safe, welcoming, and non-judgmental environment while minimizing barriers to service and ensuring healthy options are always available. Service

to Broomfield residents has doubled this year, and the organization anticipates supporting at least 65 residents in 2026.

[HopeKids Colorado](#) requested \$7,200 and will receive \$2,000 to support its HopeCommunity program for families in Broomfield who have a child with cancer or another life-threatening condition. This program provides intimate, intentional events that foster connection and support among families facing similar challenges. Currently, 83 Broomfield families (about 415 individuals) participate in HopeKids programs, and this grant will help ensure they have opportunities to build relationships and strengthen their support networks during a critical time.

[Humane Society of Boulder Valley](#) requested \$5,000 and will receive \$2,600 to support safety net services for Broomfield residents, helping preserve pet-guardian relationships and prevent shelter relinquishment. Services include subsidized veterinary and behavioral care, emergency boarding for families in crisis, free pet food and supplies, and low-cost vaccination clinics. These programs aim to minimize barriers to care and keep pets with their families during challenging times. All funding for this grant is provided exclusively by the Broomfield Community Foundation.

[Impact on Education](#) requested \$10,000 and will receive \$5,000 to support programs benefiting over 1,000 students in Broomfield schools. These programs include teacher-led projects to promote classroom equity, kindergarten readiness, school supplies for low-income students, and college and career preparation for high school students. Additionally, all students at Broomfield High School will have access to a mental health advocate, and elementary and middle school students will receive multicultural art supplies. While programs are available to all 3,975 students in Broomfield schools, an estimated 1,050 students will directly benefit. This grant will help ensure equitable access to resources and opportunities for Broomfield students.

[Inclusive Housing Coalition](#) requested \$8,000 and will not be funded this year as it is a proposed pilot program, still in the development stage. The organization plans to implement the pilot phase of its Neuro-Diverse Friendly Communities project in Broomfield, which is expected to serve up to 100 residents. Committee members noted that the proposed pilot program did not include concrete plans for Broomfield-specific cohorts and partners, making it difficult to assess local impact.

[Intercambio](#) requested \$10,000 and will receive \$6,000 to support its English Programs, which serve approximately 30 adult immigrant residents of Broomfield. Classes are taught by trained community volunteers and offered both online and in person, in group and one-on-one settings. Since 2001, Intercambio has helped increase confidence, self-sufficiency, and community integration for immigrant neighbors through language and cultural education. This grant will help ensure continued access to English classes for Broomfield residents.

[Joyful Journeys Community Enrichment](#) requested \$25,000 and will receive \$3,000 to support food security and family assistance programs in Broomfield. Services include a donation-based food pantry offering food, hygiene products, and baby supplies, as well as seasonal programs like Back-to-School and Santa Shop events. These programs aim to meet immediate needs while promoting long-term stability.

[Junior Achievement - Rocky Mountain](#) requested \$10,000 and will receive \$1,500 to support programs that teach critical life skills focused on financial literacy, work readiness, and entrepreneurship. These programs are offered at no cost to students but require funding for curriculum development, materials, volunteer and teacher recruitment, training and support, technology, and space for off-site programs. Junior Achievement

aims to engage approximately 2,783 Broomfield students, preparing them for success in the 21st-century workplace and global economy.

[Nurturing Newborns](#) requested \$10,000 and will not be funded this year. Reviewers expressed concerns about the limited current impact in Broomfield, noting that the proposal referenced only planned services rather than any existing reach. The organization provides specialized in-home respite care for disabled infants and their families in the Denver metro area and seeks to expand these services to Broomfield through partnerships with local providers.

[Parkinson Association of the Rockies](#) requested \$5,000 and will receive \$3,000 to sustain and expand wellness programs for Broomfield residents living with Parkinson's and their care partners. Programs include local support groups with expert speakers, tailored exercise classes (virtual and in-person), and access to a dedicated social worker for counseling. These services promote education, mobility, and community connection, and are available through the Broomfield Community Center.

[Project Angel Heart](#) requested \$22,000 and will receive \$19,000 to prepare and home-deliver 4,800 medically tailored meals, free of charge, to approximately 50 critically ill Broomfield residents in 2025. Meals are freshly prepared by professional chefs using high-quality ingredients and delivered in weekly frozen batches, allowing clients flexibility and dignity in choosing when and what to eat. This grant will help ensure that residents facing serious health challenges have access to nutritious meals at no cost.

[Reach Out and Read](#) requested \$3,292 and will receive \$3,000 to support the continued implementation of its early literacy program in partner clinics serving Broomfield children and families. This evidence-based program provides books and literacy guidance during well-child visits for children ages 0-5, fostering daily reading habits. With this grant, Reach Out and Read will deliver books at approximately 167 well-child visits through the Clinica Family Health network, along with access to literacy-rich waiting rooms where families can take home additional gently used books. This funding helps maintain program fidelity and positive outcomes for young learners.

[Revital Colorado](#) requested \$20,000 and will receive \$18,000 to sustain mental health and resilience programs for first responders and their families in Broomfield County. Funding supports monthly peer-led outdoor activities, therapeutic outings, and family-focused events for responders from agencies such as Broomfield Police Department and North Metro Fire Rescue. Programs are trauma-informed, nonclinical, and designed to reduce stigma, foster connection, and promote long-term wellbeing. Participants register through a mobile app that also provides education, peer support, and referrals.

[Ride Broomfield](#) requested \$10,000 and will receive \$4,000 to expand its Bike Kitchen program, which refurbishes donated bicycles and provides free repairs for low-income Broomfield residents. This initiative helps residents access work, healthcare, education, and essential services despite reduced bus coverage and high vehicle costs. Grant funds will be used exclusively for parts and safety equipment, ensuring every bike is safe and roadworthy. The program has already collected 103 bicycles, distributed 45, and partnered with Broomfield FISH to assist families facing transportation barriers.

[Rise Above Colorado](#) (RAC) requested \$15,000 and will receive \$5,000 to continue its partnership with Broomfield Public Health for youth substance use prevention. Funding will support the "Fill Your World With Good" social norming campaign and Broomfield's participation in Rise Above Colorado's Positive Community Norms Action Team, alongside six other Colorado communities. The initiative aims to reduce youth

misperceptions of peer substance use and amplify positive norms, supporting the Youth4Youth and Communities That Care coalitions. Rise Above Colorado anticipates reaching approximately 3,286 Broomfield youth with positive norming messages.

[Rise Against Suicide](#) requested \$27,000 and will receive \$18,500 to provide free, immediate access to mental health care for Broomfield youth at risk of suicide. With this funding, the organization plans to support approximately 12 unduplicated Broomfield residents through an estimated 125 therapy sessions. Based on historical data, youth typically require an average of 10 sessions to address their needs adequately. This grant will help remove financial and social barriers to treatment, enabling youth under age 19 to access skilled therapists and find hope and healing.

[Rocky Mountain Legal Center](#) requested \$15,000 and will receive \$10,000 to provide free and low-cost legal services to Broomfield residents, with an emphasis on assisting individuals with limited financial resources. The organization anticipates serving approximately 170 residents through direct legal services and representation provided by in-house licensed attorneys. This grant will help bridge financial gaps and ensure access to essential legal support for those who otherwise could not afford it.

[Rocky Mountain Welcome Center](#) requested \$10,000 and will not be funded this year. Reviewers noted that the proposal lacked Broomfield-specific data and a clear plan for expanding services locally. The organization sought funding to grow its Mental Health Department, offering bilingual therapy, case management, and community education for immigrant and refugee families.

[Safehouse Progressive Alliance](#) (SPAN) requested \$50,000 and will receive \$33,000 to support its emergency shelter and related services for Broomfield residents. SPAN's 27-bed shelter operates 24/7 and houses the Crisis & Information Hotline, providing basic needs and resource navigation to help survivors rebuild their lives after violence. It offers the only beds dedicated to domestic violence victims and their children in Broomfield County. In 2025, SPAN will provide safe, confidential emergency shelter, crisis intervention, counseling, legal advocacy, and long-term transitional services, including housing support, to approximately 1,950 survivors and their children.

[SparkHope Automotive \(formerly Hands of the Carpenter\)](#) requested \$38,500 and will receive \$24,000 to support programs that provide automotive services for working single mothers in Broomfield. These programs address the critical barrier of unreliable transportation by offering vehicle assessments, repairs, maintenance, placements, and car care education. In fiscal year 2026, SparkHope projects that approximately 20 Broomfield residents will benefit from these services, helping them maintain employment, support their families, and work toward economic self-sufficiency. This grant will help SparkHope continue its mission to remove transportation barriers for single mothers striving for stability and independence.

[Special Olympics Colorado](#) requested \$10,000 and will receive \$7,000 to support sports and recreation programs for Broomfield residents with intellectual and developmental disabilities (IDD). These programs include 112 Broomfield athletes with IDD, 7 unified partners without IDD, and 7 young athletes of mixed abilities. Additionally, the funding will benefit six partner schools through the Unified Champion Schools inclusion program, impacting their entire student populations. In fiscal year 2026, Special Olympics Colorado projects that these programs will foster inclusion, physical activity, and community engagement for

Broomfield residents. This grant will help Special Olympics Colorado continue its mission to create a world where every person is accepted and valued.

[St. Benedict Health and Healing Ministry](#) requested \$10,000 and will receive \$9,000 to support free monthly medical clinics at the Refuge Café in Broomfield. These clinics provide care for anyone in need without requiring insurance or identification, ensuring access for vulnerable populations. Services include treatment for acute illness, chronic disease management, wound and foot care, skin infections, vaccines, and more. At least 250 Broomfield residents are expected to be served, with demand anticipated to grow as Medicaid benefits change in 2026.

[Sunshine Home Share Colorado](#) requested \$10,000 and will receive \$5,000 to support its home-sharing and financial wellness programs for Broomfield residents. The home-sharing program connects older adults with extra rooms to individuals seeking affordable housing, pairing reduced rent with help on household tasks like cleaning or snow shoveling. Master-level social workers manage screenings, agreements, and resource referrals to ensure safe, sustainable arrangements. Sunshine also provides financial coaching to help seniors manage budgeting and stress. The organization anticipates serving 45 Broomfield residents through these programs.

[The Liv Project](#) requested \$10,000 and will receive \$3,000 to expand mental health programming for youth in Broomfield. Through creative, therapist-approved tools, the organization empowers young people to speak openly about mental health and prevent youth suicide. Programs include screenings of *My Sister Liv* with discussion panels, THE GAME THAT GOES THERE® conversation cards, and creative workshops that foster connection and resilience. With this grant, The Liv Project anticipates serving 300-500 Broomfield residents.

[Thorne Nature Experience](#) requested \$10,000 and will receive \$5,000 to support its Nature Immersion Program at Kohl and Emerald Elementary Schools in Broomfield, both Title I schools. Thorne's mission is to connect youth to nature through joyful, hands-on, place-based environmental education experiences that foster social-emotional growth, physical and mental well-being, and academic achievement. The program emphasizes serving low-income and Latino youth and will reach more than 250 Broomfield students, with over 60% coming from underserved communities. This grant, funded exclusively by the Broomfield Community Foundation, will help Thorne continue building the next generation of environmental stewards.

[Thrive - Transformation at Work](#) requested \$10,000 and will receive \$3,500 to provide employment services that promote self-sufficiency and stability for Broomfield residents. Thrive plans for 19 residents to complete a four-day employment workshop totaling 28 hours of programming per participant, followed by one year of employment coaching and access to additional services. In addition, Thrive anticipates that 30 Broomfield residents will engage in programming that includes basic employment resources and one-time job coaching. This grant will help Thrive continue its mission to empower individuals through workforce development and long-term support.

[Wapiyapi](#) requested \$2,500 and will receive \$2,500 to support its cost-free, medically supported summer camp for children with cancer and their siblings. The camp provides a safe, nurturing environment where children can experience healing, friendship, and adapted activities like swimming, crafts, and zip lining, all under the care of licensed medical professionals and a 2:1 camper-to-staff ratio.

[We Don't Waste](#) requested \$5,000 and will receive \$3,000 to support its “Increasing Food Security in Broomfield County” program. Founded in 2009, We Don't Waste is Colorado's largest food recovery-focused organization, working to reduce food waste and feed community members experiencing food insecurity. Through this program, We Don't Waste distributes quality, nutritious food to nonprofit agencies serving Broomfield residents, who then provide meals or stock food pantries for their clients. By partnering with local nonprofits, the organization ensures food-insecure families and individuals have easy access to healthy food in safe, familiar environments. During the grant period, We Don't Waste estimates it will serve approximately 7,200 Broomfield County residents.

[WeeCycle](#) requested \$10,000 and will receive \$9,701 to support monthly Mobile Baby Essentials distribution events in Broomfield. These events provide free formula, baby food, diapers, and wipes to families with infants and toddlers, in partnership with local food banks such as Broomfield FISH and Community Food Share. In 2024, WeeCycle hosted 12 events serving 927 unique Broomfield children and anticipates reaching approximately 1,000 residents in 2026.

[Whiz Kids Tutoring, Inc.](#) requested \$10,000 and will receive \$5,000 to provide one-on-one tutoring and mentoring for under-resourced students at a site near Mountain View Elementary, part of Adams 12 Five Star Schools. Whiz Kids serves students from schools where 50% or more qualify for free or reduced lunch, aiming to close the achievement gap—particularly for children of color—and help them build a strong academic foundation. The program projects that 100 unduplicated Broomfield residents will benefit from these services. This grant, funded by the Broomfield Community Foundation, will help Whiz Kids advance its commitment to diversity and empower students to succeed academically and personally.

[WOW! Children's Museum](#) requested \$7,500 and will receive \$4,000 to support play-based STEAM learning programs for low-income and immigrant families in Broomfield. In addition to welcoming families to the Lafayette museum, WOW! partners with local organizations such as Emerald Elementary, Broomfield Library, and Broomfield FISH to deliver outreach programs, take-home STEAM kits, and caregiver-child workshops. These efforts aim to spark interest and build confidence in science, technology, engineering, arts, and math for children under age 8 and their caregivers, serving approximately 640 Broomfield residents.

**Tier 2 Grant Requests** (grant process administered by BCF, also scored/reviewed by DHS)

Below is a description of non-profit agency applicants requesting funding between \$50,001 and \$200,000 and their proposed services:

Organization Name	2024 Award	2024 Additional Award	2025 Award	2026 Request	2026 Award
A Precious Child	\$60,000	\$17,396	\$60,000	\$75,000	\$58,500
Almost Home Inc.	\$64,000	\$64,016	\$99,000	\$274,500	\$150,000
Bal Swan Children's Center	\$45,000	\$13,047	\$45,000	\$85,000	\$45,000
Community Food Share	\$45,000	\$13,047	\$47,331	\$55,000	\$50,500
FRIENDS of Broomfield, Inc	\$65,000	\$18,846	\$65,000	\$70,000	\$54,000

Imagine (Program Approved Service Agency [PASA])	\$78,000	\$22,615	\$78,000	\$155,825	\$65,000
Ralston House	\$48,750	\$14,135	\$50,000	\$60,000	\$32,500
The Refuge	\$49,500	\$16,500	\$75,000	\$150,000	\$83,500
<b>Total Tier 2 Funding</b>	<b>\$455,250</b>	<b>\$179,602</b>	<b>\$519,331</b>	<b>\$925,325</b>	<b>\$539,000</b>

[A Precious Child \(APC\)](#) requested \$75,000 and will receive \$58,500 to support its “Holistic Wrap-Around Services for Broomfield Residents” program. Founded in Broomfield, APC provides opportunities and resources to Colorado children in need, empowering them to achieve their full potential. Through this program, APC addresses social determinants of health—such as economic stability and access to education and healthcare—by offering comprehensive services that help families thrive. This funding will enable residents to access these vital supports and continue APC’s growth, with an estimated 1,388 Broomfield residents served in 2026. This grant will help advance efforts to reduce barriers and promote long-term well-being for children and families in the community.

[Almost Home Inc.](#) requested \$274,500 and will receive \$150,000 to support its “Critical Services for Unsheltered Broomfield Residents” program. Almost Home provides essential resources for individuals experiencing homelessness, including Street Outreach, the Severe Weather Activation Program (SWAP), and Rapid Re-Housing. Funding will support two full-time Housing Navigators and direct service costs to ensure consistent, client-centered assistance. Based on prior outcomes and research from PIT Count, partner committees, and the Colorado State of Homelessness Report, Almost Home anticipates serving approximately 140 unsheltered residents through case management, providing emergency shelter for 120 households via SWAP, and offering Rapid Re-Housing for 5-15 households in FY26. This investment will help reduce accessibility barriers and strengthen support for Broomfield’s most vulnerable residents.

[Bal Swan Children’s Center](#) requested \$85,000 and will receive \$45,000 to support its “Inclusive Early Childhood Education and Therapeutic Programs” for Broomfield children. Bal Swan builds social-emotional foundations for children of all abilities in a fully inclusive environment, fostering strength-based perspectives. This funding will help sustain high-quality education and therapeutic services for neurodivergent students and their peers. Currently, Bal Swan serves 92 Broomfield students, including 24 with special needs who receive therapy. All students benefit from services such as teacher coaching, music enrichment, social-emotional learning, and low teacher-student ratios, while children with special needs receive additional therapeutic support—60% of which is not reimbursed. This investment ensures that children with disabilities learn alongside their peers and are seen through a lens of strength and dignity.

[Community Food Share](#) requested \$55,000 and will receive \$50,500 to support its “Food Distribution Services for Broomfield Residents” program. Community Food Share works to eliminate hunger in Boulder and Broomfield Counties by providing access to nutritious food at no cost. Services include twice-monthly mobile pantries in Broomfield, home grocery and meal delivery for seniors, and access to the Feeding Families pantry in Louisville. Due to \$2 million in federal food support cuts, Community Food Share projects a 15% increase in need in FY26, serving 1,968-2,263 unduplicated Broomfield residents—726 households through the mobile pantry, 1,143 individuals at the pantry site, and 28 seniors via home delivery. Overall, these programs will provide approximately 2.5 million meal equivalents to Broomfield residents during the grant period.

[F.R.I.E.N.D.S. of Broomfield, Inc.](#) requested \$70,000 and will receive \$54,000 to support its “Integrated Programs for Adults with Intellectual and Developmental Disabilities” initiative. FRIENDS provides programs that promote independence, health, and well-being for adults with IDD through five integrated services: Day, Residential, Supported Employment, Behavioral Support, and Social & Travel. These programs serve 68 adults with IDD, including 67 unduplicated Broomfield residents—about 52% of participants and families live in Broomfield. FRIENDS maintains a 4:1 participant-to-staff ratio and caps enrollment to ensure individualized, high-quality services. Due to limited affordable housing, the population remains stable, allowing effective resource planning. This funding will help sustain essential programs and expand opportunities for Broomfield residents in the future.

[Imagine!](#) requested \$155,825 and will receive \$65,000 to support its “Comprehensive Services for Individuals with Intellectual and Developmental Disabilities” program. Imagine! offers a wide range of programs—including School Age, Adult Community, Supported Employment, Residential, Mental Health, and Social Enterprise—using proven therapeutic practices and assistive technology to promote independence and well-being. With this funding, Imagine! anticipates serving over 69 unduplicated Broomfield residents across these programs, including 21 in Residential Services. These services help individuals integrate into their communities and live healthy, fulfilling lives.

[Ralston House](#) requested \$60,000 and will receive \$32,500 to support its “Child Advocacy Services for Broomfield Residents” program. Ralston House is an accredited child advocacy center through the National Children’s Alliance (NCA), operating under strict best-practice standards to assist in the investigation of child abuse. Funding will support staffing at the Child Advocacy Center, including forensic interviewers, victim advocates, and a Child Abuse Pediatrician. In 2025, Ralston House expects to provide forensic interviews and victim advocacy to 50 Broomfield children, victim advocacy and crisis intervention to 30 caregivers, and pediatric forensic medical examinations to five children. These services ensure that children and families receive compassionate, comprehensive support during investigations of abuse.

[The Refuge](#) requested \$150,000 and will receive \$83,500 to support its “Critical Initiatives for Homelessness and Resource Navigation” program. The Refuge strengthens relational and collaborative resource connections through key initiatives, including the Broomfield Cares Mobile Outreach Team, a Collaborative Network Liaison, a part-time Resource Navigator, and a Volunteer Coordinator. These efforts expand volunteer capacity and provide essential basic needs, relational support, and resource navigation for individuals experiencing homelessness or lacking social safety nets. In 2026, The Refuge projects serving at least 280 unduplicated Broomfield residents, with over 5,000 annual visits to the Refuge Café and consistent outreach connections. Funding will sustain four core programs—the Refuge Café (Broomfield’s only day center), Mobile Outreach, Peer Advocate Program, and Community Care Team—ensuring barrier-free access to housing, health care, and community resources.

**Directly Funding Agencies** (grant process administered by DHS)

Tier 3 agencies receiving over \$200,000 in grant funds and Broomfield Community Foundation’s grant request are specified below. These agencies received base plus three year agreements based on last year’s proposal and grant funding amount contingent on meeting contract deliverables and budget availability. The funding model is to increase each of these agencies’ annual awards commensurate with the percentage increase to the total nonprofit grant funding unless extenuating circumstances. As such, contract amendments are being executed with these four agencies. The contract amendments over \$200,000 (A&I, Clinica and Broomfield FISH) must be approved by Council via resolution. The contract amendment for Broomfield Community

Foundation at \$20,990 can be approved and executed by the Director of Human Services per CCOB contract policies.

Organization Name	2024 Award	2024 Additional Award	2025 Request	2025 Award	2026 Award
Imagine (CCB)*	\$288,964				
A&I Avenues (CMA)*		\$39,348	\$344,096	\$328,312	\$328,312
Broomfield FISH	\$200,000	\$100,000	\$400,000	\$300,000	\$300,000
Clinica Family Health**	\$32,500	\$9,423	\$75,000		
Mental Health Partners**	\$300,000	\$125,000	\$425,000		
Clinica Family Health and Wellness**				\$345,000	\$345,000
Broomfield Community Foundation (BCSN grant proposal)	\$16,250	\$8,750	\$32,500	\$20,990	\$20,990
<b>Total Tier 3/BCF Funding</b>	<b>\$837,714</b>	<b>\$282,521</b>	<b>\$1,276,596</b>	<b>\$994,302</b>	<b>\$994,302</b>

\*Imagine (CCB) and [Adult Care Management, Inc.](#) merged in July 2024 into A&I Avenues (CMA). Scored via separate process per Council policy.

\*\*Clinica Family Health (applied as Tier 2) and Mental Health Partners (applied as Tier 3) merged in October 2024 into Clinica Family Health and Wellness.

[Broomfield Community Foundation \(BCF\)](#) is a non-profit in Broomfield that receives, administers, and disburses funds for public, charitable causes including human service programs, senior citizen programs, educational programs, civic projects, and arts and humanities, and other purposes that benefit Broomfield residents. The agency requested \$32,500 to facilitate the Broomfield Community Service Network (BCSN). BCSN's primary purpose is to connect social service providers and build capacity for greater collaborative impact. Through monthly meetings, trainings, a weekly newsletter, and equity-driven special events, BCSN will resource local leaders to serve the community in more equitable, accessible ways. BCSN has communication with more than 330 individuals from different organizations in Broomfield. The agency will receive a grant of \$20,990.

[A&I Avenues](#) is a Lafayette-based non-profit agency created as a merger with Imagine and ACMI that now serves as Broomfield's Case Management Agency. Imagine served as Broomfield's Community Centered Board (CCB) contracted by the State to coordinate and ensure the provision of services for persons with intellectual and developmental disabilities living within a specified geographical area. As a result of legislative analysis and to ensure alignment with the Conflict Free Case Management (CM) and [Case Management Redesign](#) under the Colorado Department of Healthcare Policy & Finance, CCB programs were shifted to Case Management Agencies (CMA) and required to operate through a separate company from PASA programs by July 2024. As a result, Imagine went through the miscellaneous grant funding application process for the Program Approved Service Agency (PASA) request for their services as specified above. A&I Avenues requested a total of \$344,096 in 2025 grant funding for Case Management, Early Intervention, Family Support Services Program, Autism Spectrum Disorder Program, and Crisis Funding for 99 Broomfield residents. The total request represents a 4.8% increase above their total awarded amount of \$328,312 in 2024.

[Clinica Family Health & Wellness](#) (CFHW) is the agency resulting from the merger between [Mental Health Partners](#) and [Clinica Family Health Services](#) in October 2024. [Clinica Family Health Services](#) was a non-profit agency that provided integrated physical, mental, and dental health care to low-income and/or uninsured City and County of Broomfield residents. They requested \$75,000 to provide services to at least 2,000 Broomfield residents. \$45,000 of CFHW's funding will go to these purposes in 2025. [Mental Health Partners](#) requested \$425,000 to support comprehensive clinical assessments, case management, health and wellness coaching via individual and group services, and behavioral health outreach via Community Health Workers to 600 unduplicated Broomfield residents (230 non-Medicaid). Because of the transformation of BHO responsibilities to the RAE, non-profit funding for MHP has been aligned with the Miscellaneous DHS Direct Services Providers line since 2019. The proposed funding is designated to fund services for the medically indigent (non-Medicaid) population within Broomfield, goes directly to MHP (now with CFHW), and does not have any fiscal impact on the RAE. For 2025, MHP requested \$425,000, the same amount as their 2024 total grant award. They will receive \$300,000 of that request. Collectively, CFHW will receive \$345,000 in 2025 grant funding.

[Broomfield FISH](#) is a Broomfield non-profit family resource center that operates a food bank and provides emergency basic need services for low-income residents and assists them in moving towards self-sufficiency. They requested \$400,000 for preventing hunger (14,000 residents), keeping families and seniors housed programs (200 residents), and emergency assistance/family resource center programs (300+ residents). The agency will receive a grant of \$300,000.

# RESOLUTION NO. 2026-10

A resolution approving the First Amendment to the Agreement with A&I Avenues for Nonprofit Grant Funding and delegating authority for future amendments

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The First Amendment to the Agreement by and between the City and County of Broomfield and A&I Avenues, in the amount of \$328,312.00 for 2026 services to Broomfield residents with intellectual and developmental disabilities, is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

## Section 3.

The City and County Manager or the Director of Human Services is authorized to amend this agreement for two additional one-year periods in 2027 and 2028 subject to annual appropriations.

## Section 4.

This resolution is effective upon its approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

# RESOLUTION NO. 2026-11

A resolution approving the First Amendment to the Agreement with Broomfield FISH for Nonprofit Grant Funding and delegating authority for future amendments

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The First Amendment to the Agreement by and between the City and County of Broomfield and Broomfield FISH, in the amount of \$300,00.00 for 2026 services to Broomfield residents, is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

## Section 3.

The City and County Manager or the Director of Human Services is authorized to amend this agreement for two additional one-year periods in 2027 and 2028 subject to annual appropriations.

## Section 4.

This resolution is effective upon its approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

# RESOLUTION NO. 2026-12

A resolution approving the First Amendment to the Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding and delegating authority for future amendments

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

## Section 1.

The First Amendment to the Agreement by and between the City and County of Broomfield and Clinica Family Health & Wellness, in the amount of \$345,00.00 for 2026 services to Broomfield residents, is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

## Section 3.

The City and County Manager or the Director of Human Services is authorized to amend this agreement for two additional one-year periods in 2027 and 2028 subject to annual appropriations.

## Section 4.

This resolution is effective upon its approval by the City Council.

Approved on January 27, 2026.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved as to form:

*NCR*

\_\_\_\_\_  
City and County Attorney

FIRST AMENDMENT TO THE AGREEMENT FOR NON PROFIT GRANT SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND A&I AVENUES, A D.B.A. DESIGNATION FOR ADULT CARE MANAGEMENT, INC., (the "Contractor").

1. PARTIES. The parties to this First Amendment (this "Amendment") are the City and County of Broomfield, a Colorado municipal corporation and county (the "City"), and A&I Avenues a d.b.a. designation for Adult Care Management, Inc. (the "Contractor") collectively, the "Parties", or individually, a "Party."
2. RECITALS. The Recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
  - 2.1. The Parties entered into a service Agreement for Non-Profit Grant Funding, dated January 1, 2025 (the "Agreement").
  - 2.2. The Parties to this First Amendment desire to amend the Agreement to extend the term, acknowledge current insurance coverage, and address digital accessibility standards.
  - 2.3. The Parties are not amending the not-to-exceed price stated in the Agreement, which shall remain at \$328,312.00. That price is final and is not subject to change with this Amendment.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. The Term of the Agreement is hereby amended to extend from January 1, 2026 through December 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout this extended Term.
  - 3.2. Contractor's Certificate of Insurance is attached hereto as Exhibit A and incorporated herein by this reference.
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

*[The remainder of this page is intentionally left blank.]*

This First Amendment is executed by the Parties hereto in their respective names as of January 1, 2026.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado Municipal Corporation and County

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Guyleen Castriotta, Mayor

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

A&I Avenues a d.b.a. designation for Adult Care Management, Inc.

By: Barb Wilkins-Crowder

Name: Barb Wilkins-Crowder

Address: 1665 Coal Creek Drive Lafayette 80026

**Exhibit A**  
**CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

BGS

DATE (MM/DD/YYYY)  
07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
AON RISK SERVICES SOUTH INC  
3550 LENOX ROAD NORTHEAST  
SUITE 1700  
ATLANTA GA 30326

**CONTACT NAME:** Aon Risk Services, Inc of Florida

**PHONE (A/C, No, Ext):** 833-506-1544

**FAX (A/C, No):**

**EMAIL ADDRESS:** work.comp@trinet.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Indemnity Insurance Company of North America

43575

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
TriNet Group, Inc.  
Adult Care Management Inc. DBA A&I Avenues  
1 Park Place, Suite 600  
Dublin, CA 94568-7983

### COVERAGES

**CERTIFICATE NUMBER:** 15866690

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C73099055	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Workers Compensation coverage is limited to worksite employees of Adult Care Management Inc. DBA A&I Avenues through a co-employment agreement with TriNet HR III-A, Inc.  
List of additional covered entities under the above policy:  
dba A&I Avenues

### CERTIFICATE HOLDER

Adult Care Management Inc. DBA A&I Avenues  
1665 Coal Creek Drive  
Lafayette, CO 80026

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services South Inc*

FIRST AMENDMENT TO THE AGREEMENT FOR NONPROFIT GRANT SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND COMMUNITY SERVICES OF BROOMFIELD, INC. D.B.A. FISH

1. PARTIES. The parties to this First Amendment (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Community Services of Broomfield, Inc. d.b.a. FISH (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
  - 2.1. The Parties entered into a service Agreement for Non Profit grant funding, dated January 1, 2025 as amended (the “Agreement”).
  - 2.2. The Parties to this First Amendment desire to amend the Agreement to extend the term, acknowledge current insurance coverage, and address digital accessibility standards.
  - 2.3. The Parties are not amending the not-to-exceed price stated in the Agreement, which shall remain at \$300,000.00. That price is final and is not subject to change with this Amendment.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. The Term of the Agreement is hereby amended to extend from January 1, 2026 through December 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout this extended Term.
  - 3.2. Contractor’s Certificate of Insurance is attached hereto as Exhibit A and incorporated herein by this reference.
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor’s Office of Information Technology may adopt from time-to-time.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

This First Amendment is executed by the Parties hereto in their respective names as of January 1, 2026.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado Municipal Corporation and County

---

Guyleen Castriotta, Mayor

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

Community Services of Broomfield, Inc. d.b.a. Fish

By: Dayna Scott

Name: Dayna Scott

Address: 6 Garden Center, Broomfield, CO 80020

**Exhibit A**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Conexus Insurance Partners 11080 Circle Point Road, Suite 100 Westminster CO 80020	<b>CONTACT NAME:</b> Jessie Karlovitch <b>PHONE (A/C No. Ext):</b> 303-429-3501 <b>E-MAIL ADDRESS:</b> jkarlovitch@conexusins.com		<b>FAX (A/C, No):</b> 303-429-3528
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Community Services Of Broomfield, Inc. Db a Fish, Inc. Of Broomfield 6 Garden Center Broomfield CO 80020	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company		<b>NAIC #</b> 18058
	<b>INSURER B :</b> Property and Casualty Ins Co of Hartford		34690
	<b>INSURER C :</b> Nutmeg Insurance Company		39608
	<b>INSURER D :</b> Lloyds of London		32727
	<b>INSURER E :</b> <b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1828074929

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2589619-019	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34UECAE4535	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	34WECBK6HJD	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D A A	Cyber Liability D&O Liability Crime			NN821CYLA250 PHSD1827180-016 PHSD1820217-004	10/1/2025 10/1/2025 10/1/2025	10/1/2026 10/1/2026 10/1/2026	Aggregate Limit 2,000,000 Limit 1,000,000 Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Broomfield Department of Human Services  
 100 Spader Way  
 Broomfield CO 80020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FIRST AMENDMENT TO THE AGREEMENT FOR 2026 NON PROFIT GRANT SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND CLINICA FAMILY HEALTH AND WELLNESS.

1. PARTIES. The parties to this First Amendment (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Clinica Family Health and Wellness (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
  - 2.1. The Parties entered into a service Agreement for Non Profit Grants, dated January 1, 2025 as amended (the “Agreement”).
  - 2.2. The Parties to this First Amendment desire to amend the Agreement to extend the term, acknowledge current insurance coverage, and address digital accessibility standards.
  - 2.3. The Parties are not amending the not-to-exceed price stated in the Agreement, which shall remain at \$345,000.00. That price is final and is not subject to change with this Amendment.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. The Term of the Agreement is hereby amended to extend from January 1, 2026 through December 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout this extended Term.
  - 3.2. Contractor’s Certificate of Insurance is attached hereto as Exhibit A and incorporated herein by this reference.
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor’s Office of Information Technology may adopt from time-to-time.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

This First Amendment is executed by the Parties hereto in their respective names as of January 1, 2026.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado Municipal Corporation and County

---

Guyleen Castriotta, Mayor

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

Clinica Family Health and Wellness

By:  \_\_\_\_\_

Name: Simon Smith

Address: 1735 S. Public Rd. Lafayette, CO 80026

**Exhibit A**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Ewing-Leavitt Insurance Agency, Inc. 5689 McWhinney Blvd.  Loveland CO 80538	<b>CONTACT NAME:</b> Renee McReynolds <b>PHONE (A/C, No, Ext):</b> (970)679-7346 <b>FAX (A/C, No):</b> (866)456-4265 <b>E-MAIL ADDRESS:</b> renee-mcreynolds@leavitt.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ironshore Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 25445

**COVERAGES**                      **CERTIFICATE NUMBER:** Professional                      **REVISION NUMBER:**

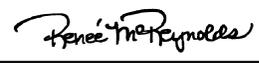
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
							Employee Benefits	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Professional Liability</b> incl Sexual Misconduct	X		HC7SAB7L1B005 Blanket Addl Insureds incl	2/24/2025	2/24/2026	\$1,000,000 per claim limit	deductible -0-
							\$3,000,000 aggregate limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties are named as additional insureds on a primary/non-contributory basis.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Broomfield One DesCombes Drive Broomfield, CO 80020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE R McReynolds/RESTEI 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2025

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<b>PRODUCER</b> Ewing-Leavitt Insurance Agency, Inc. 5689 McWhinney Blvd.  Loveland CO 80538		<b>CONTACT NAME:</b> Renee McReynolds <b>PHONE (A/C, No, Ext):</b> (970)679-7346 <b>FAX (A/C, No):</b> 866-425-6180 <b>E-MAIL ADDRESS:</b> renee-mcreynolds@leavitt.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Group, Inc.	<b>NAIC #</b> 12572
		<b>INSURER B:</b> Pinnacol Assurance	41190
		<b>INSURER C:</b> Underwriters at Lloyd's, London	15792
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 25-26** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blkt Waiver Subrogation</b> <input checked="" type="checkbox"/> <b>Blkt Adtl Insureds</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			s2303060	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> BLKT WOS <input checked="" type="checkbox"/> Blkt Adtl Insureds			s2303060	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			s2303060	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	incl Blkt Waiver Subrogation 1751842	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Cyber Liability</b>			ACS1331324	10/11/2024	10/11/2025	\$5,000,000 limit
A	<b>Commercial Crime</b>			s2303060	4/1/2025	4/1/2026	\$1,000,000 Limit/\$10,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named additional insureds on a primary/non-contributory basis.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Broomfield One DesCombes Drive Broomfield, CO 80020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE R McReynolds/RESTEI 
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# City and County of Broomfield

## City Council Regular Meeting

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### D. Ordinance - First Reading - 2024 Building Code Update

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:00 PM	Action Items Item: 7D.
Presented By	
Katie Allen, Director of Community Development	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](http://BroomfieldVoice.com)  
[View Presentation](#)

The Broomfield Charter authorizes the City and County to adopt standard codes, such as the International Code Council code series for buildings. This proposal is for the adoption of the updated 2024 editions of the International Codes and related revisions to the Broomfield Municipal Code.

### **Attachments**

[Council Memo - 2024 Building Code Update - 1st Reading.pdf](#)

[Ordinance 2295 - First Reading - 2024 Code Update 2024 Code Update.pdf](#)

# Summary

[View Correspondence](#) and [BroomfieldVoicePage](#)  
[View Presentation](#)

The Broomfield Charter authorizes the City and County to adopt standard codes, such as the International Code Council code series for buildings. This proposal is for the adoption of the updated 2024 editions of the International Codes and related revisions to the Broomfield Municipal Code. This will include the 2024 International Building Code, 2024 International Plumbing Code, 2024 International Mechanical Code, 2024 International Fuel Gas Code, 2024 International Residential Code, the Colorado Low Energy and Carbon Code with five additional strengthening amendments, 2024 International Fire Code, the 2024 International Existing Building Code, the 2024 International Swimming Pool and Spa Code, the latest edition of the National Electrical Code adopted by the State of Colorado, the 1997 Uniform Code for the Abatement of Dangerous Buildings, 1997 Uniform Housing Code, and the most current version of the American Society of Mechanical Engineers A117.1 Safety Code for Elevators and Escalators. Adoption of the 2024 International Code package will allow Broomfield to keep pace with changes in construction materials and techniques, and changes in overall life and fire safety requirements.

There are numerous local amendments previously adopted through the Broomfield Municipal Code that are removed through proposed Ordinance No. 2295. These local amendments are no longer necessary as they are now included as part of the various 2024 codes.

Broomfield staff and the North Metro Fire Rescue District (“NMF RD”) staff have met to review the 2024 International Building and Fire Code and have determined that existing amendments to Broomfield Municipal Code Chapter 15-16 (International Fire Code) are proposed to remain the same in the new 2024 version. NMF RD has provided a [letter in support](#) of the code update.

The City and County of Broomfield Building Division hosted a public meeting for homebuilders, homeowners, architects, engineers, and other contractors on October 16th, 2025, and reviewed the significant changes between the 2021 and the 2024 International Codes for residential and commercial buildings, and in particular, the new Energy Code requirements. There were 11 people representing 4 home builders and 1 designer who attended. Broomfield received positive feedback on the proposed 2024 codes.

The new codes will apply to new construction, additions, and alterations. Existing structures are not required to be upgraded to the new standards except when alterations are being done, and the new codes would only apply to those areas.

Proposed Ordinance No. 2295 will adopt the updated editions of the Codes listed above.

## Financial Considerations

As proposed, staff does not anticipate the change to the 2024 codes will impact staff resources or expenses. If Council considers additional local amendments, impacts to staff resources would need to be re-evaluated.

## Prior Council or Other Entity Actions

- On February 7, 2023 Council passed [Ordinance 2205](#) on first reading.
- On March 7, 2023, on second reading, Council adopted the 2021 Edition of the Codes with [Ordinance 2205](#).

## Boards and Commissions Prior Actions and Recommendations

The Advisory Committee on Environmental Sustainability was provided an overview of the Energy Code update at their October 13th meeting. ACES voted to recommend approval of the State Low Energy and Carbon Code (LECC) with the five additional amendments as recommended by staff, by a vote of 10-0.

## Proposed Actions / Recommendations

Based on the above, it is recommended...

- That Ordinance No. 2295 be adopted on first reading and ordered published in full.
- That a public hearing and second reading of the Ordinance be held on February 24, 2026, at 6pm as allowed by City Council Procedures and Rules of Order.

## Alternatives

- Continue to enforce the currently adopted 2021 Code package.

## Ordinance No. 2295

Proposed Ordinance No. 2295 updates Title 15 of the Broomfield Municipal Code with the 2024 Editions of International Codes. If approved on first reading, proposed Ordinance No. 2295 will be published in full, and a public hearing will be scheduled for February 24, 2026. If approved, the effective date for Ordinance No. 2295 will be April 15, 2026.

## Background

Since 1961, Broomfield has adopted nationally recognized building codes. In order to keep pace with changes in construction materials and techniques, updated editions of the codes have been adopted as they became available. Broomfield's current building codes are the 2021 editions of the International Codes. The 2024 editions are now the most recent and are in the process of being adopted by numerous jurisdictions in the metro area and nationwide.

With an update to the 2024 editions, the following codes would be enforced for new permits issued by Broomfield after the effective date of the ordinance:

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Plumbing Code (IPC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Mechanical Code (IMC)
- 2024 International Fire Code (IFC)
- Colorado Low Energy and Carbon Code (LECC)
- 2024 International Existing Building Code (IEBC)
- 2023 National Electric Code (NEC)- or latest version as adopted by the State of Colorado
- 2017 ICC A117.1 Accessible and Usable Buildings and Facilities - as referenced out of 2024 IBC

A list of the [significant changes to the 2024 codes](#) was compiled by Broomfield staff.

In addition to the above-referenced list of changes compiled by staff, additional detail is provided below regarding the Fire Code and Energy Code specifically.

## Financial Costs Associated with Code Update

The advancements in safety, technology, design, and materials required with a transition from one building code to an updated code will result in additional costs associated with building construction for many new construction projects, including residential and non-residential construction. However, because Broomfield has already adopted the 2021 IECC and the state's Model Electric Ready and Solar Ready Code which became effective in January 2024, this update to move to the 2024 code package will not be as significant as it might otherwise be. Staff is not aware of any particular study providing a comprehensive overview of the costs associated with changing from the 2021 to 2024 code package.

It should be noted that the International Code Council Code Change Committees and Membership, which review each proposed code change proposal, do consider financial impact as part of their analysis. The local amendments that are proposed are expected to have minimal financial impact. The amendment to require smart thermostats, which typically add \$100-300 over the cost of a basic programmable thermostat at the time of initial construction could be considered the most significant of the local amendments in terms of financial impact, although these are common in new construction and it is largely standard practice to now install programmable thermostats when HVAC systems are replaced for both residential and commercial buildings. Also, throughout Colorado, many municipalities are moving to the 2024 codes, and therefore, the requirements of the 2024 codes would not be unique or more challenging for a developer, contractor, architect, or homeowner to meet as compared to many jurisdictions.

## Energy Code

The Colorado Low Carbon and Energy Code is included in the 2024 code update.

The Colorado Low Energy and Carbon Code (LECC) is a set of state-developed building standards designed to reduce carbon emissions and energy consumption in new and renovated buildings. It is a key part of Colorado's strategy to meet its climate goals. The LECC doesn't replace IECC, but rather works in conjunction with it. The LECC is built upon the framework of the IECC, which is the national standard for energy efficiency in buildings. Colorado law requires local jurisdictions (cities and counties) to adopt a version of the IECC when they update any of their building codes.

The Colorado Energy Office (CEO), through the Energy Code Board, developed the LECC and the previously adopted Electric and Solar Ready Code.

Beginning on July 1, 2023, and before June 30, 2026, local jurisdictions that update their building codes must adopt the 2021 IECC and the state's Model Electric Ready and Solar Ready Code. This code ensures new buildings are prepared for future electric appliances, solar panels, and EV charging. Broomfield has already adopted this code as of January 1, 2024.

Starting after July 1, 2026, local jurisdictions that update their building codes must adopt an energy code that achieves equivalent or better energy and carbon emissions performance than the LECC developed by the CEO and the Energy Code Board. Staff is proposing to adopt the LECC with five additional strengthening amendments, as further described below, with an effective date of April 15, 2026.

## 2024 IECC vs 2021 IECC

The final published version of the 2024 IECC has requirements for higher efficiency as compared to the 2021 IECC in certain code sections for residential and commercial construction, notably, requirements for on-site renewable energy (typically solar).

The following [Residential](#) and [Commercial](#) expert-prepared documents outline major differences between the **2021 and 2024 IECC**. The LECC goes beyond traditional energy efficiency measures by focusing on carbon reduction. It includes a variety of strategies to achieve this.

## Colorado Model Low Energy and Carbon Code

The [final version of the LECC](#) was published on September 2. The CEO published the [final version with code insights](#), along with the [Final Energy Code Report](#), which explains the background of the State process, along with an explanation of meetings and the intent of this code.

The following documents summarize the key LECC amendments as compared to the base 2024 IECC for [Residential](#) and [Commercial](#) buildings.

The Colorado Energy Office worked with the International Code Council (which publishes all of the International Codes) to publish the new 2024 IECC as amended by the Colorado Low Energy and Carbon Code. This will have all LECC amendments incorporated into the base code. CEO has also published a commentary that explains the intent of the various LECC amendments.

## Staff's Analysis and Recommendations for five added amendments to the LECC:

The Advisory Committee on Environmental Sustainability (ACES) was provided an overview of the Energy Code update at their October 13, 2025 meeting. ACES voted to recommend approval of the 2024 IECC as amended by the State Low Energy and Carbon Code (LECC) with the five additional amendments as recommended by staff, by a vote of 10-0.

1. Require programmable thermostats for all residential retro HVAC permits
2. Require programmable thermostats for all commercial retro HVAC permits
3. Require demand response controls for all new residential HVAC systems
4. Add EV parking to the required energy monitoring for commercial projects
5. Remove the exception for small additions to require additional efficiency requirements

## Public Engagement

A [Broomfield Voice](#) page has been created. This page provides information regarding the proposed code update. Broomfield Voice provides a venue for comments, questions and concerns regarding the proposed amendments to the Broomfield Municipal Code, where community engagement is encouraged. Comments received will be gathered and added to the Correspondence folder linked above.

The City and County of Broomfield Building Division hosted a public meeting for homebuilders, homeowners, architects, engineers, and other contractors on October 16th, 2025, and reviewed the significant changes between the 2021 and the 2024 International Codes for residential and commercial buildings, and in

particular, the new Energy Code requirements. There were 11 people representing 4 home builders and 1 designer who attended. Broomfield received positive feedback on the proposed 2024 codes. The new codes will apply to new construction, additions, and alterations. Existing structures are not required to be upgraded to the new standards except when alterations are being done, and the new codes would only apply to those areas.

## Transition To New Codes

Broomfield staff began communicating the anticipated code update with developers and contractors in early 2025. Applicants with projects currently in process have been made aware of the potential update. As is typically done during the transition of a code update, Broomfield encourages applicants submitting building plans with an anticipated permit issuance date after April 15, 2026 (proposed effective date) to consider utilizing the updated 2024 Codes regardless of when the building plans were submitted.

Broomfield has also allowed new builders with master plans submitted before the effective date and getting permits before the effective date to have designs already meeting the 2024 Codes so as to not have to redesign these master plans after the effective date.

Applicants who have had their building plans reviewed and approved under the current 2021 Codes will need to be issued permits prior to April 15, 2026 or otherwise their plans will need to be updated to meet the 2024 Codes prior to issuance of the building permit. This has been communicated directly with architects, developers, and property owners who may fall into this category.

This is the same process that Broomfield has used in every previous code package update.

**Bold type** indicates new material to be added to the Broomfield Municipal Code  
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

## ORDINANCE NO. 2295

An Ordinance Amending certain Sections of the Broomfield Municipal Code and Adopting the 2024 International Building Code and Related Codes as Primary Codes by Reference with an Effective Date of April 15, 2026

Be it ordained by the City Council of the City and County of Broomfield, Colorado:

### Section 1.

Chapter 15-03 - Building Codes: Adoption and Administration, of the Broomfield Municipal Code is amended as follows:

15-03-010 - Intent.

(A) The intent of this chapter is to adopt by reference and with modifications the International Building Code, ~~2021~~**2024** Edition; the International Residential Code, ~~2021~~**2024** Edition; the National Electrical Code, the latest edition adopted by the State of Colorado; the International Plumbing Code, ~~2021~~**2024** Edition; the International Mechanical Code~~15,~~~~2021~~ **2024** Edition; the International Fuel Gas Code, ~~2021~~ **2024** Edition; the International Existing Building Code, ~~2021~~ **2024** Edition; the International Swimming Pool and Spa Code, ~~2021~~ **2024** Edition; the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; the International Fire Code~~2021~~ **2024** Edition; the Uniform Housing Code, 1997 Edition, **the Colorado Low Energy and Carbon Code**,; and the most current edition of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevators and Escalators.

...

15-03-020 - Adoption of building codes.

The following documents, one copy of each of which is on file in the office of the city clerk, being marked and designated as stated, are hereby referred to, adopted, and made a part hereof as if fully set forth in this title, with the amendments indicated in the following sections of this title. Provisions in the appendices shall not apply unless specifically adopted.

(1) The "International Building Code," ~~2021~~ **2024** Edition (IBC), published by the International Code Council, Inc., and in particular Chapters 2 through 35 and Appendix C Group U - Agricultural Buildings; Appendix E - Supplementary Accessibility Requirements; Appendix G - Flood-Resistant Construction; Appendix I - Patio Covers; and Appendix J - Grading, inclusive, are hereby adopted as the building code for the city. The provisions of the International Building Code as amended shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of every building or structure or any appurtenances connected or attached to such building or structures.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with this code or the International Residential Code.

(2) The "International Residential Code for One- and Two-Family Dwellings," 2021 2024 Edition (IRC), published by the International Code Council, Inc., and in particular Chapters 2 through 10 and 12 through 32, and Appendix H - Patio Covers, Appendix P - Sizing of Water Piping System, and as amended by the State of Colorado Plumbing Board. The provisions of the International Residential Code for One- and Two-Family Dwellings as amended shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

EXCEPTIONS: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler system complying with section 2904:

- A. Live/work units located in townhomes and complying with the requirements of Section 419 of the International Building Code.
- B. Owner-occupied lodging houses with five or fewer guestrooms.
- C. A care facility with fire or fewer persons receiving custodial care within a dwelling unit.
- D. A care facility with five or fewer persons receiving medical care within a dwelling unit.
- E. A care facility with five or fewer persons receiving care with a single family dwelling.

(3) The "Uniform Code for the Abatement of Dangerous Buildings," 1997 Edition (UCADB), published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, in particular Chapters 1 through 9.

(4) The "Uniform Housing Code," 1997 Edition (UHC), published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, in particular Chapters 1 through 16.

(5) The "National Electrical Code," (NEC), NFPA 70, the latest edition adopted by the State of Colorado, published by the National Fire Protection Association, Inc., and in particular Chapters 1 through 9 inclusive, is hereby adopted as the electrical code for the city. The provisions of the National Electrical Code, as amended, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

(6) The "International Plumbing Code," 2021 2024 Edition (IPC), published by the International Code Council, Inc., in particular Chapters 2 through 13, Appendix B - Rates of Rainfall for Various Cities, and Appendix E - Sizing of Water Piping System, and as amended by the State of Colorado Plumbing Board is hereby adopted as the

plumbing code for the city. The provisions of the International Plumbing Code, as amended, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system, nonflammable medical gas, inhalation anesthetic, vacuum piping, nonmedical oxygen systems and sanitary and condensate vacuum collection systems. The installation of fuel gas distribution piping and equipment, fuel-gas-fired water heaters, and water heater venting systems shall be regulated by the International Fuel Gas Code.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(7) The "International Mechanical Code," ~~2021~~ **2024** Edition (IMC), published by the International Code Council, Inc., and in particular Chapters 2 through 15 and Appendix A inclusive, is hereby adopted as the mechanical code for the city. The provisions of the International Mechanical Code, as amended, shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(8) The "International Fuel Gas Code," ~~2021~~ **2024** Edition (IFGC), published by the International Code Council, Inc., and in particular Chapters 2 through 8, inclusive, **and as amended by the State of Colorado Plumbing Board** is hereby adopted as the fuel gas code for the city. The provisions of the International Fuel Gas Code, as amended, shall apply to the installation of gas piping systems, gaseous hydrogen systems, fuel gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the outlet of the appliance shutoff valve and the installation and operation of residential and commercial fuel gas appliances and related accessories.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(9) The "Colorado Low Energy and Carbon Code" published by the International Code Council, Inc., and in particular Chapters 2 through 6 inclusive, is hereby adopted as the energy code for the city. The provisions of the Colorado Low Energy and Carbon Code, as amended, shall apply to all matters governing the design and construction of buildings for energy efficiency. The Colorado Low Energy and Carbon Code (LECC) is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve the efficient use of energy. This code is not intended to abridge

safety, health or environmental requirements contained in other applicable codes or ordinances.

(10) The "International Fire Code," ~~2024~~ **2024** Edition (IFC), published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 1 through 45 and Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix G, Cryogenic Fluids - Weight and Volume Equivalents, inclusive.

(11) The most current edition of the ASME A17.1 Safety Code for Elevators and Escalators, as published by the American Society of Mechanical Engineers, Three Park Avenue, New York, New York 10016 and hereinafter referred to as the elevator and escalator code. The provisions of the ASME Codes as adopted by chapter 15-18, as amended, shall apply to the design, construction, operation, inspection, testing, maintenance, alteration and repair of the equipment defined in ASME, its associated parts and its hoistways, where located in or adjacent to a building or structure.

(12) The "International Existing Building Code," ~~2024~~ **2024** Edition (IEBC) published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 2 through 16, inclusive, is hereby adopted as the existing building code for the city. The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, and addition to and relocation of all existing buildings other than one and two family dwellings and townhomes.

(13) The "International Swimming Pool and Spa Code" ~~2024~~ **2024** Edition, (ISPC) published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 2 through 11 inclusive are hereby adopted as the swimming pool and spa code for the city. The provisions of this code shall apply to the construction, alteration, repair and maintenance of aquatic recreation facilities, pools, and spas. The pools and spas covered by this [code] are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing, or wading.

(14) The Colorado Low Energy and Carbon Code (LECC) published by the Colorado Energy Office, 1600 Broadway, Suite 1960, Denver CO is hereby adopted as the energy code for the city. The Colorado Model Low Energy and Carbon Code - Commercial Provisions shall be the Commercial Provisions of the International Energy Conservation Code, 2024 Edition, as published by the International Code Council and as amended by the Energy Code Board. The Colorado Model Low Energy and Carbon Code - Residential Provisions shall be the Residential Provisions of the International Energy Conservation Code, 2024 Edition, as published by the International Code Council and as amended by the LECC. The scope, intent, and all definitions and requirements of the code shall be as published in the 2024 International Energy Conservation Code, unless amended by the LECC.

15-03-030 - General.

(A) All of the sections of this chapter, including all of the administrative regulations contained herein below, shall apply to the International Building Code, the International Residential Code, the International Mechanical Code, the National Electrical Code, the

ASME Elevator and Escalator Codes, the International Fuel Gas Code, the International Existing Building Code, the International Swimming Pool and Spa Code, **the Colorado Low Energy and Carbon Code**, and the International Plumbing Code, ~~and the Colorado Model Electric Ready and Solar Ready Code~~ as adopted in this title.

...

15-03-080 - Submittal documents.

(A) *Submittal documents.* Submittal documents consisting of construction documents, statement of special inspections, geotechnical reports and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the State of Colorado regulations. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

EXCEPTION: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional, if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(1) Information on construction documents.

...

**(7) Location and size of the solar-ready zone, structural design loads and roof dead and live loads, and pathways for routing of conduit from the solar-ready zone to the electrical service panel.**

**(8) Number and location of EVSE installed spaces, EV ready spaces, EV capable spaces, and EV capable light spaces.**

**(9) Locations of conduit and termination points serving EVSE installed spaces, EV ready spaces, EV capable spaces, and EV capable light spaces.**

**(10) Locations for condensate drainage where combustion equipment for space heating and water heating is installed**

...

15-03-110 - Inspections and testing.

...

(C) Required inspections.

...

(9) Energy efficiency inspections. Inspections shall be made to determine compliance with the LECC as applicable and shall include, but not be limited to, inspections for: envelope insulation R- and U- values, fenestration U- value, duct system R-value, duct tightness, and HVAC and water-heating equipment efficiency. **At the request of the code official, a letter or proof of intent to contract with an approved agency describing the air barrier inspection sequencing shall be provided to the code official prior to permit issuance and shall be signed by the building**

**owner or the building owner;s representative.** The code official is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are approved as to qualifications and reliability relevant to the building components and systems that they are inspecting or testing. When the code official authorizes the use of a third-party inspection agency for all or some aspects of compliance, the agency shall be authorized as a third-party extension of the authority having jurisdiction to verify compliance. The code official shall determine and communicate which compliance verification measures the third party inspection agency shall incorporate within their inspection processes. Third party energy rating companies are required to verify installed components match the original design as submitted and accepted by the City. If there are discrepancies they are required to notify the City Building Division. The approved agency shall submit inspection reports to the code official and to the owner’s representative in accordance with International Building Code Section 1704.2.4.

## Section 2.

Chapter 15-04 - International Building Code of the Broomfield Municipal Code is amended as follows:

15-04-010 - Amendments to the International Building Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Building Code which shall be referred to in this chapter 15-04 as the IBC:

. . .

**(S) Section 1107.2.3 Accessible route. Accessible vehicle spaces shall be located on the shortest accessible route from spaces to an accessible building entrance.**

~~(S)~~ (T) A new Exception to Section 1208.1 shall be added to read as follows:

EXCEPTION: Access is not required for spaces below noncombustible structural basement floors where there is no building equipment such as electrical, plumbing, mechanical or gas systems.

. . .

~~(W)~~ **(X)** Section 1705.47**18** Fire-resistant penetrations and joints, is hereby deleted in its entirety.

. . .

*Note: All of the corresponding amendments within Section 15-04-010 are updated to reflect the new lettering with the addition of the new amendments such that the amendments are in alphabetical and numerical order.*

## Section 3.

Chapter 15-05 - International Residential Code of the Broomfield Municipal Code is amended as follows:

15-05-010 - Amendments to the International Residential Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Residential Code, which shall be referred to in this chapter 15-05 as the IRC:

...

(C) Table R301.2(1), Climatic and geographic design criteria is hereby amended as follows:

TABLE R301.2(1)  
Climatic and Geographic Design Criteria

GROUND AND ROOF SNOW LOAD:	<del>30-42</del> OR ASCE 7-22
WIND SPEED (mph):	Design per ASCE 7- <del>16</del> 22
SEISMIC DESIGN CATEGORY:	B
SUBJECT TO DAMAGE FROM:	
Weathering:	Severe
Frost line depth:	36"
Termite:	n/a
WINTER DESIGN TEMP:	1° F
ICE BARRIER UNDERLAYMENT REQUIRED:	No
FLOOD HAZARDS:	1973/1988
AIR FREEZING INDEX:	500-1000
ANNUAL MEAN TEMP:	50° F

...

(O) Subsection R401.3, Drainage, is hereby amended to read as follows:

...

R401.3.7.4 Grading noncompliance ~~statement request~~. When inclement weather, soil conditions, or other reasons force the postponement of final grading, so a final grading performance certificate cannot be provided. **Clean-up permit shall be submitted with the description for providing a final or revised final grade performance certificate within a time frame given by the building official, and with a fee of \$100.** The clean-up permit shall take the place of a grading performance certificate for up to the days determined by the building official based on the time of year, weather, soil conditions and the practicality of getting the work completed in the period of time indicated on the permit. After such time, the statement expires, and remedies in chapter 1-12 B.M.C. may be pursued.

(P) Subsection R401.4, Soil tests, is hereby amended to read as follows:

...

R401.4.3.2 Termination. Unless perimeter drains are designed to daylight, they shall terminate in sump pits with pumps installed. Piping for sump pumps shall discharge **to the underdrain pipe system if provided or** at least five feet away from foundations or as otherwise approved by the building official.

...

R401.4.4.3.1 Foundation, under **basement** slab, and excavation trench backfill. Foundation, under **basement** slab, and excavation trench backfill shall be moisture conditioned and compacted to control settlement. Additionally, all backfill and compaction recommendations contained in the geotechnical report and the structural engineer's foundation design shall be followed. If conflicts exist, the most stringent requirement shall be followed.

...

(T) Delete Part IV - Energy Conservation (Chapter 11 Energy Efficiency) in its entirety. For energy code provisions, see the adopted ~~International Energy Conservation Code~~ **Colorado Low Energy and Carbon Code**.

(U) Subsection M1403.1 Heat Pumps is hereby amended to read as follows:

**Electric heat pumps shall be tested in accordance with UL1995 or UL/CSA 60335-2-40.**

**Electric heat pumps shall be installed at least 12" above grade or manufacturer installation requirements, whichever is greater.**

~~(U)~~ (V) Section M1502.4.2 is amended to read as follows:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at 4 foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1. Ducts shall not be joined with screws or similar fasteners that protrude from into the inside of the duct.

~~(V)~~ (W) Delete Section M1601.1.1 #7 in its entirety

(X) Subsection M1804.2.5 Direct vent terminations is hereby amended to read as follows:

Vent terminals for direct-vent appliances shall be installed 18” above grade or in accordance with manufacturer installation requirements, whichever is greater.

~~(W)~~ (Y) Delete Chapter 24 in its entirety. For fuel gas code provisions see the adopted International Fuel Gas Code.

...

(BB) Subsection P2904 - Dwelling Unit Automatic Sprinkler System is hereby amended to read as follows:

P2904.1 General The design and installation of automatic sprinkler systems shall be in accordance with NFPA 13D.

All other language in Section P2904 is hereby deleted.

~~(BB)~~ (CC) Subsection P2906.4 Water service pipe is hereby amended by adding the following sentence:

...

*Note: All of the corresponding amendments within Section 15-05-010 are updated to reflect the new lettering with the addition of the new amendments such that the amendments are in alphabetical and numerical order.*

## Section 4.

Chapter 15-07 - International Energy Conservation Code of the Broomfield Municipal Code is amended as follows:

Chapter 15-07 - ~~International Energy Conservation Code~~ Colorado Low Energy and Carbon Code

15-07-010 - Amendments to the ~~International Energy Conservation Code~~ Colorado Low Energy and Carbon Code.

The following amendments are hereby made to the ~~2021 International Energy Conservation Code~~ Colorado Low Energy and Carbon Code:

(A) Chapter 1 is hereby deleted. Refer to chapter 15-03, B.M.C., for administrative requirements.

...

~~(C) Section C404.5 is hereby deleted.~~

~~(D) Section C503.2.1 is amended to add exception below:~~

~~Exception: Roof replacements that do not replace the existing roof insulation are not required to upgrade the existing roof insulation to current requirements.~~

~~(E) Section C503.3.1 is hereby deleted~~

~~(F) Section C503.3.3 is hereby deleted~~

~~(G) Section R402.4.2.1 is amended to add following exception:~~

~~EXCEPTION: Multifamily dwelling units will need to be verified to have an air leakage rate not to exceed 5 air changes per hour. Multifamily dwelling units are ones that are built under the IBC as R-2 occupancy.~~

~~(H) Section R403.3.3 #2 is hereby deleted.~~

~~(I) Section R403.5.2 is amended to add the language below:~~

~~8. Piping that exceeds 100'.~~

~~(J) Section R403.5.3 is hereby deleted.~~

**(C) Section R403.5.5 Demand responsive controls for heating and cooling systems is added as follows:**

**R403.5.5 Demand responsive controls for heating and cooling systems. Electric heating and cooling systems for *residential buildings* shall be provided with *demand responsive controls* that meet the requirements of Appendix CI Section 101.**

**(D) Amend Table R409.5.3.1 as follows:**

**Table R409.5.3.1 EV Power Transfer Infrastructure Requirements:**



Commercial buildings, except for Group R-2 occupancies, with 15 or fewer parking spaces	0	20% of spaces (not fewer than 2)	0	0
Commercial buildings, except for Group R-2 occupancies, with greater than 15 parking spaces	3% of spaces	7% of spaces	20% of spaces	0
Group R-2 occupancies with 10 or fewer parking spaces	10%	15% of spaces	10% of spaces	0
Group R-2 occupancies with greater than 10 parking spaces	5% of spaces	15% of spaces	10% of spaces	30% of spaces

(I) Section C502.3.3.1 Thermostatic controls is added as follows:

C502.3.3.1 Thermostatic controls. *Additions* that involve replacing or expanding a heating or cooling system shall comply with section C403.4.1 Thermostatic controls.

(J) Section C503.7 Thermostatic controls is added as follows:

C503.7 Thermostatic controls. *Alterations* that involve replacing or expanding a heating or cooling system shall comply with section C403.4.1 Thermostatic controls.

## Section 5

Chapter 15-09 - International Existing Building Code of the Broomfield Municipal Code is amended as follows:

15-09-010 - Amendments to the International Existing Building Code.

The following amendments are hereby made to the 2024 2024 International Existing Building Code:

(A) Chapter 1 is hereby deleted. Refer to chapter 15-03, B.M.C. for administrative requirements.

(B) Chapter 2 is hereby amended to include the following definition:

**COLD WEATHER CARE PROGRAM.** Places of religious worship that allow the temporary overnight housing of persons during cold weather for periods of 120 days or less between October 1st through May 1st.

~~(B)~~ (C) Section 302.2 is hereby deleted.

~~(C)~~ (D) Section 406.1 is hereby deleted.

(E) Section 1011.2.1 is amended to include the following Exception:

**Exception:** Group A-3 places of religious worship participating in the Cold Weather Care Program, as defined in Chapter 2, in which the aggregate sleeping areas are less than ten percent (10%) of the building area for each story that is used as an aggregate sleeping area.

## Section 6

Chapter 15-10 - International Mechanical Code of the Broomfield Municipal Code is amended as follows:

15-10-010 - Amendments to the International Mechanical Code.

The following amendments are hereby made to the 2021 2024 International Mechanical Code:

...

(D) Section 804.1 Direct vent terminations is hereby amended to read as follows:

Vent terminals for direct-vent appliances shall be installed 18” above grade or in accordance with manufacturer installation requirements, whichever is greater.

(E) Section 918.2 Heat Pumps is hereby amended to read as follows:

Electric heat pumps shall be tested in accordance with UL1995 or UL/CSA 60335-2-40.

Electric heat pumps shall be installed at least 12” above grade or manufacturer installation requirements, whichever is greater.

(F) 1109.2.5 Refrigerant pipe shafts is hereby amended to read as follows:

Refrigerant piping that penetrates two or more floor/ceiling assemblies shall be enclosed in fire resistance rated shaft enclosures. The fire related shaft enclosure shall comply with Section 713 of the International Building Code.

Exceptions:

1. Refrigerant systems using R-781 refrigerant (water)

2. Piping in direct refrigerant system where the refrigerant quantity does not exceed the amounts in Table 1103.1 for the smallest occupied space through which the piping passes.
3. Piping located on the exterior of the building where vented to the outdoors.

## Section 7

Chapter 15-11 - International Swimming Pool and Spa Code of the Broomfield Municipal Code is amended as follows:

15-11-010 - Amendments to the International Swimming Pool and Spa Code.

The following amendments are hereby made to the ~~2024~~ 2024 International Swimming Pool and Spa Code:

. . .

[Other than the change in date, no other changes are being made to Section 15-11-010]

## Section 8

Chapter 15-16 - International Fire Code of the Broomfield Municipal Code is amended as follows:

15-16-010 - Amendments to the International Fire Code.

The following amendments are hereby made to the ~~2024~~ 2024 International Fire Code which shall be referred to in this chapter 15-16 as the IFC:

(A) Subsection 101.1, Title, of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City and County of Broomfield, hereinafter referred to as "this code."

~~(B) Subsection 102.5, Application of residential code, of the IFC is amended by the addition of an exception, to Item 1 only, to read as follows:~~

~~EXCEPTION: Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with Section P2904 of the 2024 International Residential Code do not require a permit. Nevertheless, dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with NFPA 13D require a permit pursuant to Section 105.6.2 of this code.~~

~~(C)~~ (B) Subsection 102.7, Referenced codes and standards, of the IFC is amended by adding the following sentence:

Where this code refers to the ICC Electrical Code, it means the latest edition of the National Electrical Code adopted by the State of Colorado.

~~(D)~~ (C) Subsection ~~405.6.4~~ 106.1, Submittals, of the IFC is amended to read as follows:

~~405.6.4~~ 106.1 Submittals. Construction documents shall be submitted in one or more sets and in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional when said documents

are submitted in support of an application for a construction permit required by Sections 105.6.1, 105.6.2, ~~105.6.4~~ **105.6.3**, 105.6.5, 105.6.6, 105.6.7, ~~105.6.9~~ **105.6.8**, 105.6.10, **105.6.11**, ~~105.6.12~~ **105.6.13**, ~~105.6.19~~, 105.6.20, 105.6.21, **105.6.22**, ~~105.6.23~~ **105.6.24**, or ~~105.6.23~~ **105.6.26**. When requested, qualification statements shall be submitted to the fire code official for the registered design professional to demonstrate compliance with the professional qualifications defined in Section 202.

~~(E)~~ **(D)** A new Subsection 106.2.5 of the IFC is added to read as follows:

106.2.5 Fire protection and life safety analysis. The fire code official may require the owner or agent to provide, without charge to the jurisdiction, a fire protection and life safety analysis prior to submitting construction drawings for high-rise buildings; covered mall buildings; buildings containing atriums connecting more than two stories; buildings containing high-piled combustible storage; Group A occupancies with an occupant load of 300 or more; Group H occupancies requiring a Hazardous Materials Management Plan and/or a Hazardous Materials Inventory Statement in accordance with Chapter ~~27~~ **50**; Groups I-2 and I-3 occupancies; any building, structure, or facility utilizing a performance-based approach to design in accordance with Section ~~104.8~~ **104.2.3** or ~~104.9~~ **104.2.4**; and other structures or facilities as required by the fire code official. A fire protection and life safety analysis shall provide a description of the fire protection and life safety systems design for the proposed building or facility. This description shall include the basic concepts used for suppression, alarm, notification, egress, fire-resistive assemblies, smoke control, stair pressurization, and other related systems; as well as the coordination of those systems. Upon completion of the project, a copy of the approved documentation shall be maintained at the site and by the fire code official until demolition of the building or facility. The fire protection and life safety analysis shall:

1. Be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official;
2. Bear the seal of a registered design professional;
3. Include a preliminary plan of the building, facility, or structure, drawn to scale upon suitable material;
4. Provide an analysis of fire protection water supplies for the building, facility, or structure, in accordance with Section 507;
5. Explain the intended use of the building, facility, or structure, or the applicable portions thereof, including special processes, the materials within the building, and the maximum height of any storage;
6. Describe all active and passive fire protection features of a specific facility, including, but not limited to, the basic concepts used for fire suppression, alarm, notification, egress, fire-resistive assemblies, smoke control, stair pressurization, and other related systems, as well as the coordination and integration of those systems with one another; and
7. Analyze the design, operation, use, coordination, and interaction of the fire-protection and life-safety systems.

Prior to issuing operational or construction permits required by this code, the fire code official must determine, with reasonable certainty, that the fire protection and life safety features as documented in the fire protection and life safety analysis achieve minimum code compliance and provide the level of protection intended by this code.

The fire code official shall specify the required organization, content categories, and format of the fire protection and life safety analysis.

~~(F)~~ (E) Subsection ~~105.5.29(1)~~ **105.5.30(1)** is amended to read as follows:

1. Storage and use of LP-gas in capacities exceeding 125 gallons (474 L) water capacity.

~~(G)~~ (F) Subsection ~~105.5.49~~ **105.5.51** Temporary membrane structures and tents, is amended to read as follows:

~~105.5.49~~ **105.5.51** Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m<sup>2</sup>).

...

(G) Subsection **105.5.58**, Valet trash collection, of the IFC is added to read as follows:

**105.5.58** Valet trash collection. An operational permit is required to provide valet trash and/or recycling services.

(H) Subsection ~~105.6.6~~ **105.6.7**, Fire alarm and detection systems and related equipment, of the IFC is amended to read as follows:

~~105.6.6~~ **105.6.7** Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment, including emergency alarm systems (Section 908). Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(I) A new Subsection ~~105.6.25~~ **105.6.26**, Explosion control, of the IFC is added to read as follows:

~~105.6.25~~ **105.6.26** Explosion control. A construction permit is required to install or modify explosion control provided as required in Section 911.

(J) Subsection ~~105.6.15~~ **105.6.16** LP-Gas is amended to read as follows:

~~105.6.15~~ **105.6.16** LP-Gas. A construction permit is required for the installation or modification to an LP-gas system incorporating an individual container that exceeds a 125-gallon (474 L) water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(K) Subsection ~~105.6.20~~ **105.6.21** Solar photovoltaic power systems is amended by the addition of the following exception:

Exception: Photovoltaic power systems installed on detached, non-habitable Group U structures including, but not limited to, parking shade structures, carports, solar trellises, and similar structures shall not require the issuance of a construction permit by the District.

(L) Subsection ~~105.6.24~~ **105.6.25** Temporary membrane structures and tents, is amended to read as follows:

~~105.6.24~~ **105.6.25** Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m<sup>2</sup>).

...

- (M) Subsections ~~107.2~~ **108.2**, ~~107.4~~ **108.4**, and ~~107.6~~ **108.6** are amended by substituting the words "applicable governing authority" with "North Metro Fire Rescue District".
- (N) Subsection ~~108.2.4~~ **109.2.1**, Inspection requests, of the IFC is amended by adding the following sentence:  
Whenever any installation subject to inspection prior to use is required, the fire code official is authorized to require that every such request for inspection be filed not less than two business days before such inspection is desired.
- (O) Section ~~111~~-**112**, of the IFC, is deleted in its entirety and replaced with language to read as follows:

**SECTION 112**  
**APPEALS**

~~112.1~~ **112.1** Appeals procedure - general. Any person, firm, or corporation aggrieved by any application, interpretation, or order made by fire district personnel pursuant to any provision of this code or the standards adopted herein may appeal such decision, interpretation, or order to the fire chief. The fire chief shall establish reasonable rules for such appeal and shall make a record of all proceedings. The decision of the fire chief shall be considered a final administrative decision.

~~112.2~~ **112.2** Appeals procedure - administrative decisions. The authority to hear appeals of decisions of the fire chief, including the authority to determine the suitability of alternate materials and types of construction and to provide reasonable interpretations of the provisions of this code, shall be vested in the board of adjustment. The board of adjustment shall adopt reasonable rules and regulations for conducting its investigation and shall render decisions and findings in writing to the fire chief and the Chief Building Official, with a duplicate copy to the appellant.

- (P) Subsection ~~113.4~~ **113.4**, Violation penalties, of the IFC is amended to read as follows:  
~~113.4~~ **113.4** Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, of a permit or certificate used under provisions of this code, shall be punishable as prescribed in chapter 1-12, B.M.C. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (Q) Subsection ~~114.4~~ **114.4**, Failure to comply, of the IFC is amended to read as follows:  
~~114.4~~ **114.4** Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for such penalties as prescribed in chapter 1-12, B.M.C.

...

- (Y) Subsection ~~308.1.4~~ **4104.2** of the IFC is repealed in its entirety and reenacted to read as follows:  
~~308.1.4~~ **4104.2** Open-flame **cooking** devices. No gas-fired grills, charcoal grills, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 m) of any structure.

...

(Z) Subsection 304.1.1, of the IFC is amended to read as follows:

**304.1.1 Valet trash.** Valet trash collection shall only be permitted in R-2 occupancies equipped with an automatic fire sprinkler system installed in accordance with IFC Section 903.3.1.1 or 903.3.1.2. Valet trash shall comply with the requirements of Appendix O as adopted.

~~(Z)~~ (AA) Subsection 311.5, Placards, of the IFC is deleted in its entirety.

~~(AA)~~ (BB) Subsection 504.3, Stairway access to roof, of the IFC is amended to read as follows:

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3-percent slope), shall be provided with a stairway to the roof. When an exit enclosure is required by Section 1023, the stairway to the roof shall be located within an exit enclosure. Stairway access to the roof shall be in accordance with Section 1011.12. Such stairway shall be marked at street and floor levels with a sign indicating that the stairway continues to the roof. ~~Where roofs are used for roof gardens or for other purposes the roof is a vegetative roof, includes a landscaped roof area, or is used for other purposes,~~ stairways shall be provided as required for such occupancy classification.

~~(BB)~~ (CC) Section 509.1, Identification, of the IFC is amended by adding the following sentence: "Letters, numbers, and directional arrows shall be white text on a red background."

~~(CC)~~ (DD) A new Section 509.1.2, Fire protection equipment identification, of the IFC is added to read as follows:

509.1.2 Fire protection equipment identification. Access to the fire sprinkler valve riser room and/or fire alarm control panel (FACP) shall be identified on the outside of the building with a minimum of 4" high letters or numbers with a ½" width stroke. Interior doors that access fire sprinkler valve rooms and/or FACPs shall utilize a minimum of 2" high letters with a ¼" stroke width.

~~(DD)~~ (EE) A new Section 511, Fire protection in recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots, of the IFC is added to read as follows:

511 Fire protection in recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots. Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots shall provide and maintain fire hydrants and access roads in accordance with Sections 503 and 507.

EXCEPTION: Recreational vehicle parks located in remote areas shall be provided with protection and access roadways as required by the fire code official.

~~(EE)~~ A new Section 605.10, Carbon monoxide alarm and detector maintenance, inspection, and testing, of the IFC is added to read as follows:

~~605.10 Carbon monoxide alarm and detector maintenance, inspection, and testing. The building owner shall be responsible to maintain all carbon monoxide alarms and detectors in an operable condition at all times. Maintenance, inspection, and testing shall be performed in accordance with the manufacturer's instructions or nationally recognized standards. A written record shall be maintained and shall be made available to the fire code official upon request.~~

. . .

(HH) Subsection ~~903.2.8.4~~ **903.2.8.3**, Care Facilities, of the IFC is amended to read as follows:

An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with eight or fewer individuals in a single-family dwelling.

(II) A new subsection to 903.2.8, Group R, of the IFC is added to read as follows:

~~903.2.8.5~~ **903.2.8.4** Group R-2. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided throughout all Group R-2 occupancies that meet the federal Fair Housing Act definition of senior housing or housing for older persons.

. . .

(OO) Subsection 912.1, Installation, of the IFC is amended to read as follows:

912.1 Installation. Fire department connections shall be installed in accordance with this section and the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7. Unless the incorporation of the large diameter Storz-style connections is specifically approved by the Fire District, the number of 2.5-inch inlets provided shall not be less than one for each 250 gallons per minute of system demand or major fraction thereof, to a maximum of six 2.5-inch inlets. Each 2.5-inch inlet shall be equipped with a clapper valve to allow each hose to be connected and charged before the addition of more hoses. **For fire department connections employing Storz-style connections, additional Storz connections shall only be required for manual systems with calculated hydraulic demands exceeding 750 gpm. In such situations, one Storz connection shall be provided for each 750 gpm of system demand, or major fraction thereof over 750 gpm.**

. . .

(TT) Subsection 3105.2, Approval, is amended to read as follows:

3105.2 Approval. Temporary special event structures **required to have a permit, as set forth in Sections 105.5 and 105.6**, in excess of 700 square feet (65 m<sup>2</sup>) shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official.

(UU) Subsection ~~3107.8~~ **3108.8**, Clearance, of the IFC is deleted in its entirety.

. . .

(YY) Subsection 5706.2.4.4, Locations where aboveground tanks are prohibited, of the IFC is ~~amended to read as follows~~ **deleted in its entirety.**

~~5706.2.4.4 Locations where aboveground tanks are allowed. Storage of Class I and II liquids in aboveground tanks outside of buildings is allowed when such storage complies with Sections 5704.2.9.6.1 through 5704.2.9.6.3~~

. . .

(AAA) The NFPA standards in Chapter 80, Referenced Standards, of the IFC are retained except as modified in the following table:

[The existing NFPA Standards table found in the Broomfield Municipal Code is deleted in its entirety and replaced with the following table:]

### NFPA Standards

<i>Standard reference number:</i>	<i>Change to:</i>
11-21	11-24
12-22	12-25
12A-22	12A-25
13-22	13-25
13D-22	13D-25
13R-22	13R-25
14-22	14-24
17-21	17-24
17A-21	17A-24
20-22	20-25
24-22	24-25
31-20	31-24
33-21	33-24
34-21	34-24
35-21	35-26
40-22	40-25
52-22	52-26
58-23	58-24
59A-22	59A-23
69-23	69-24
72-22	72-25
76-20	76-24
80-22	80-25
92-21	92-24
105-22	105-25
110-22	110-25
111-22	111-25
170-21	170-24
204-21	204-24
260-23	260-24
286-23	286-24
303-21	303-26
318-22	318-25
326-20	326-25
400-22	400-25
410-20	410-25
505-23	505-24
655-19	655-17
770-21	770-26

780-23	780-26
853-20	853-25
855-20	855-23
1122-28	1122-26
1123-22	1123-26
1124-06	1124-26
1125-22	1125-26
2001-22	2001-25
2010-20	2010-25

## Section 9

Chapter 15-22 - International Fuel Gas Code of the Broomfield Municipal Code is amended as follows:

15-22-010 - Amendments to the International Fuel Gas Code.

The following amendments are hereby made to the ~~2024~~ **2024** International Fuel Gas Code

[Other than the change in date, no other changes are being made to Section 15-22-010]

## Section 10

Chapter 15-24 - International Plumbing Code of the Broomfield Municipal Code is amended as follows:

15-24-010 - Amendments to the International Plumbing Code.

The following amendments are hereby made to the ~~2024~~ **2024** International Plumbing Code:

[Other than the change in date, no other changes are being made to Section 15-24-010]

## Section 11

Chapter 15-33 - Colorado Model Electric Ready and Solar Ready Code is hereby deleted in its entirety having been replaced by the Colorado Low Energy and Carbon Code, which has been adopted as set forth in Chapter 15-03.

This ordinance is effective April 15, 2026 after publication following final passage.

Introduced and approved after first reading on January 27, 2026, and ordered published in full.

Introduced a second time and approved on February 25, 2026, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



**E. Ordinance - First Reading - Updates to Water Use and Drought Restrictions**

Meeting	Agenda Group
Tuesday, January 27, 2026, 6:00 PM	Action Items Item: 7E.
Presented By	
Ken Rutt, Director of Water Utilites	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

Staff is proposing several amendments to the Code provisions for water restrictions during Council-declared droughts and establishes new irrigation practices for non-drought periods. These proposed changes aim to clarify existing requirements and introduce reasonable exceptions for specific situations, all while continuing to promote efficient irrigation practices.

### **Attachments**

[Memo for Water Use Ordinance Changes 2026.pdf](#)

[Ordinance 2294 - Update Water Use and Drought Restrictions.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

## Overview

City Council adopted Ordinance No. 2219 on June 11, 2024, which modified [Chapter 13-36](#) of the Broomfield Municipal Code. This ordinance refines the requirements for water use restrictions during Council-declared droughts and establishes new irrigation practices for non-drought periods. These non-drought requirements became effective on January 1, 2025, making the 2025 irrigation season the first period of enforcement.

In response to feedback from the Parks Department, HOAs, and residents, staff is proposing several amendments to the ordinance. These proposed changes aim to clarify existing requirements and introduce reasonable exceptions for specific situations, all while continuing to promote efficient irrigation practices.

## Communication and Enforcement of the New Requirements

The introduction of new irrigation requirements during non-drought conditions in 2025 necessitated a focused communication strategy for successful implementation and enforcement in Broomfield. Communications staff began this effort in late 2024 and maintained it throughout the 2025 irrigation season, targeting residents, businesses, and HOAs to increase awareness. Key elements of this strategy included:

- A new dedicated webpage: [Broomfield.org/WaterUseandDroughtRestrictions](https://Broomfield.org/WaterUseandDroughtRestrictions).
- A bill insert (graphic shown below).
- Dissemination of key messages and general irrigation best practices via social media.

To facilitate enforcement, staff developed a new online form for residents to report suspected ordinance violations or water waste, accessible via the water use and drought webpage. Submissions through this form automatically populate a tracking sheet used by staff for investigation.

The graphic is a horizontal banner for the Water Use Ordinance. On the left, it features the City and County of Broomfield logo and the text 'Water Use ORDINANCE' with a water tap icon. Below this, it states: 'To ensure Broomfield residents and businesses have a safe and reliable water supply even during severe droughts, a new Water Use Ordinance is now effective as of Jan. 1.' On the right, under the heading 'New requirements include:', there are four items with icons: 1. A calendar icon for 'Water no more than three days per week, even when there is no drought'. 2. A clock icon for 'Water only between 6 p.m. and 10 a.m.'. 3. A sun and plant icon for 'Further reduction of allowed irrigation days per week when City Council declares a drought'. 4. A plant icon for 'Limit installation of new sod or seed when City Council declares a drought'. The background of the right side shows a lawn with a sprinkler. At the bottom, a blue bar contains the text: 'Learn more about this ordinance and read Broomfield's Drought Response Plan at [Broomfield.org/WaterUseandDroughtRestrictions](https://Broomfield.org/WaterUseandDroughtRestrictions)'. A circular logo is in the bottom right corner.

*A pamphlet about the water use ordinance was included with water bills in May 2025.*

## Enforcement Outcomes in 2025:

- Staff received a total of 63 potential violation reports (50 via the online form and 13 through email or other means).
- 44 site investigations were conducted.
- 16 Notices of Violation (NOVs) were issued.

When a staff member definitively confirmed a violation during a site visit, it was logged, and an NOV was sent to the billing address on file. The NOV summarized the requirements, detailed the violation type and observation time, and provided staff contact information. The ordinance mandates a warning for the first two violations. Fines begin with a third violation in any given year; **no fines were issued in 2025.**

## Impact of the Water Use Ordinance

The new water use ordinance likely contributed significantly to a reduction in water consumption in 2025. Through November 2025, water use was approximately 11.4% lower than the same period in 2024, and it was 4.1% lower than the average from 2020 to 2024. This decrease occurred primarily during the irrigation season, despite lower rainfall than the previous summer. Staff observed a high level of compliance, as evidenced by numerous calls and emails from residents seeking clarification on the new requirements, suggesting the ordinance helped minimize over-irrigation.

Staff will conduct further data analysis in 2026 to more precisely quantify the ordinance's effect on irrigation practices. Should this reduction in water use continue, it will result in additional water conservation. In Broomfield's 2020 Water Efficiency Plan, we established a goal of reducing future total water use by 10%. The reductions that have occurred in 2025 make a substantial contribution toward that goal. After 2-3 years of additional data collection and implementation experience, staff will have the necessary confidence to incorporate the projected water savings into future operational and CIP planning.

## Summary of Proposed Changes for 2026

Based on feedback received from Parks, residents, HOAs and other water customers, staff is proposing the following modifications to Chapter 13-36 of BMC:

- 1) **Separate requirements for large parcels** (defined as 100,000 square feet or 2.3 acres of irrigated turf). Depending on the design of the irrigation system, some large parcels may not be able to run all of their irrigation zones in the time allotted between 6 p.m. and 10 a.m. and, as a result, they may not be able to irrigate all of their property on three assigned days per week. The proposed change would grant an exception from the day and time limitations for large parcels provided they:
  - a) Register with the Department of Water Utilities,
  - b) Take actions to ensure efficient irrigation practices, and
  - c) Provide documentation to Water Utilities showing that no individual irrigation zone is run more than three times per week. This new exception for day and time requirements would apply only during non-drought times; rules under the Drought Conditions I and II already have exceptions.

Staff will develop a policy and procedure to enforce these new requirements. To ensure efficient irrigation practices, if a property owner applies for this exception, the property owner will be required to conduct an irrigation system audit at least once every five years. Property owners can get audits free of charge through Broomfield's participation in Resource Central's Slow-the-Flow program. Documentation to ensure that irrigation zones are run no more than three times per week can include either the results of a recent audit or photos of irrigation schedules as programmed into irrigation controllers or software.

- 2) **Requirements for repairs to damaged irrigation systems.** Several of the violations in 2025 involved water waste caused by broken sprinkler heads or sprinkler lines. In these cases, when the sprinkler system runs, large quantities of water leak and run off into the street or gutter. The proposed change would require repairs to the irrigation system or shutting down the irrigation system within 10 days. The property would not be cited for any additional violations for those 10 days. Denver Water and Colorado Springs Utilities both require fixing leaks within 10 days. Other cities are less specific and require repairs "as soon as possible." Because of our contract with Denver Water, we often aim to be consistent with their practices and requirements.
- 3) **Exceptions for new sod or seed.** Under the requirements for Drought Condition I, the Code grants an exception to day and time limitations for newly seeded, sodded, or re-seeded areas. Establishing new seed or sod requires irrigation multiple times a day for up to three weeks. This exception was not included in the requirements under non-drought conditions. Staff proposes adding an exception to non-drought requirements that would allow irrigation as needed for new seed or sod for up to 21 days. Staff also proposes modifying the exception under Drought Condition I to limit the exception to 21 days rather than two weeks to ensure that Broomfield customers can sufficiently water to establish the new grass. This is consistent with Denver Water's rules for new seed or sod.
- 4) **Clarifying the responsible CCOB Department.** With the establishment of the Water Utilities Department, staff recommends replacing "public works" with "water utilities" throughout Chapter 13 to clarify the point of contact and the responsible department.
- 5) **Extending the reuse irrigation season.** Based on feedback from the Parks department, staff propose adjusting the start of the reuse irrigation season from April 1st to March 1st.
- 6) **Adding an exception for winter watering.** During prolonged dry spells in the winter, it is necessary to water trees, shrubs and lawns. Broomfield recommends against using automatic sprinkler systems in winter due to the risk of freezing and damage. Some residents, however, prefer to use their automatic systems and blow them out again after a single use. This exception would allow residents to use automatic sprinklers any time and on any day during December, January, February, and March.

## Financial Considerations

The proposed changes to Chapter 13-36 of the Broomfield Municipal Code are not expected to have a significant financial impact. Staff anticipates that the communication and enforcement efforts for the updated Water Use Ordinance in 2026 will be similar in scale and cost to the activities conducted in 2025.

## Prior Council or Other Entity Actions

On [May 16, 2023](#), City Council held a study session, which introduced the updated Drought Response Plan and requested Council's direction on the associated code changes.

## Updates to Water Use and Drought Restrictions Ordinance

Prepared By: Ken Rutt, Director of Water Utilities, and Mark Lorie, Deputy Director of Water Utilities

On [July 11, 2023](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions. The ordinance was not carried forward to second reading.

On [February 20, 2024](#), City Council held a study session reintroducing the updated Drought Response Plan and requested for Council's direction on the associated code changes.

On [April 23, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions.

On [May 28, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions-2nd Reading

On [June 11, 2024](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions-3rd Reading

## Boards and Commissions Prior Actions and Recommendations

On May 8, 2023, staff presented the updated Drought Response Plan and associated code changes to the Advisory Committee on Environmental Sustainability (ACES). ACES supported staff's update to the Drought Response Plan and unanimously voted in favor of the revised code related to drought watering restrictions.

## Proposed Actions / Recommendations

If Council desires to proceed with the proposed modifications to Chapter 13-36 of Broomfield Municipal Code, the appropriate motion is...

**That Ordinance No. 2294 be approved on first reading and published in full, and that a second reading and public hearing take place on March 10, 2026.**

## Alternatives

Do not approve Ordinance No. 2294. The water use and drought requirements will continue to be enforced as they currently stand.

**Bold type** indicates new material to be added to the Broomfield Municipal Code  
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

## ORDINANCE NO. 2294

An Ordinance Amending Certain Sections of Chapter 13-36 of the Broomfield Municipal Code  
Water Use and Drought Restrictions

Be it ordained by the City Council of the City and County of Broomfield, Colorado:

### Section 1.

Section 13-36-015 of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-015 - Irrigation practices during **April through November** ~~times~~ with no declared drought condition.

(A) During **the months of April through November** ~~times~~ ~~not with no~~ declared a drought condition as set forth in this chapter, the customer, owner, and occupant of the licensed premises shall adhere to the following standard irrigation practices:

(1) For turf areas irrigated by potable or reclaimed water, irrigation is limited to three days per week. A "house number" is defined by the last two digits of a street address. (Ex. - 02, 14, 22 are even numbers; 15, 19, 27 are odd numbers).

(a) Addresses ending in an even number may irrigate on Monday, Wednesday, and Friday of the week.

(b) Addresses ending in an odd number may irrigate on Sunday, Tuesday, and Thursday of the week.

(2) Turf irrigation shall be avoided between the hours of 10:00 a.m. and 6:00 p.m.

(a) For small parcels irrigation must occur on designated days. Small parcels are those with less than 100,000 square feet (or 2.3 acres) of irrigated turf.

(b) For large parcels where irrigation may span multiple days over a single evening (e.g., 6:00 p.m. to 10:00 a.m. on the following day), day of the week designations, as referenced throughout this chapter, means the day in which irrigation must begin. Large parcels are those with **equal to or more than** 100,000 square feet (or 2.3 acres) of irrigated turf.

(3) Turf areas irrigated by reclaimed water shall not irrigate before ~~April~~ March 1 or after November 30.

(4) Large parcels, defined as those with equal to or more than 100,000 square feet (or 2.3 acres) of irrigated turf, where it is not feasible to run all irrigation zones in the time allotted between 6 p.m. and 10:00 a.m. are exempt from the watering day limitations in section A(1) and watering hour limitation in section A(2) only if:

(a) The parcel is registered with the department of water utilities and granted permission to deviate from the watering day limitations;

(b) The owner of the parcel takes action to ensure that efficient irrigation practices are followed on the parcel; and

(c) The owner of the parcel provides documentation to the department of water utilities demonstrating that each irrigation zone is run no more than three times per week.

(B) System maintenance. An irrigation system may be operated at any time for the purpose of repair or regular maintenance, provided that misuse or waste of water does not occur in violation of section 13-24-010, B.M.C.

(C) Trees, shrubs, gardens. The irrigation of trees, shrubs, or gardens may occur at any time if watered by hand, a drip irrigation system, a bubbler system, or by a soaker hose. Hand watering means holding in the hand a hose with an attached positive shutoff nozzle, and does not include operating a hose with a sprinkler or manually operating an irrigation controller.

(D) Excess Runoff. It shall be unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters.

(E) Damaged irrigation systems or components. Any damaged irrigation systems or components, such as broken lines or sprinkler nozzles, that are causing waste by allowing excess runoff from watering or other uses shall be repaired or the irrigation system shut down within 10 days from the time a violation is documented by the city .

(F) New seed or sod. Any newly sodded, seeded, or re-seeded turf areas in the city are exempt from the turf irrigation watering day and watering hour limitations prescribed above, provided the newly sodded, seeded, or re-seeded turf area is registered with the department of water utilities. Once registered with the department of water utilities, newly sodded, seeded, or re-seeded turf areas can irrigate as necessary for up to 21 days for establishment. After the first 21 days of establishment irrigation, the newly sodded, seeded, or re-seeded turf areas are subject to the watering day and watering hours outlined in section A above.

## Section 2.

A new section 13-36-016 of the Broomfield Municipal Code is hereby added to read as follows:

### **13-36-016 - Irrigation practices during December through March with no declared drought condition**

**During the months of December through March with no declared drought condition as set forth in this chapter, there will be no day or time restrictions for irrigating turf as set forth in Section 13-36-015. All other sections of Chapter 13-36 will remain in effect.**

## Section 3.

Sections 13-36-030(G) and 13-36-030(N) of the Broomfield Municipal Code are hereby amended to read as follows:

13-36-030 - Drought Condition I; mandatory water use restrictions.

(G) *New seed or sod.* New sod, seed, or re-seed shall not be installed between June 1 and September 15 during Drought Condition I. Any newly sodded, seeded, or re-seeded turf areas in the city are exempt from the turf irrigation water day and watering hour limitations prescribed above, provided the newly sodded, seeded, or re-seeded turf area is registered with the department of **water utilities public works**. Once registered with the department of **water utilities public works**, newly sodded, seeded, or re-seeded turf areas are subject to the following limitations:

(1) Total irrigation is limited to 2.0 inches per week for up to **21 days** ~~two weeks~~ from initial installation of sod or seed. ~~There shall be no irrigation between the hours of 10:00 a.m. or after 6:00 p.m.~~

(2) After the first **21 days** ~~two weeks~~ of establishment irrigation, newly sodded, seeded, or re-seeded turf areas are subject to the requirements under subsections A–D above.

(N) *Permits.* For good cause shown, the director or deputy director of **water utilities public works** may issue water variance permits in instances of personal hardship.

## Section 4.

Section 13-36-040(O) of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-040 - Drought Condition II; mandatory water use restrictions.

(O) Permits. For good cause shown, the director or deputy director of ~~water utilities public works~~ may issue water variance permits in instances of personal hardship.

## Section 5.

Section 13-36-050(J)(3) of the Broomfield Municipal Code is hereby amended to read as follows:

13-36-050 - Drought Condition III; mandatory water use restrictions.

(J) Washing of vehicles and boats.

(3) Commercial car washes shall have recycling capabilities in order to operate and are required to obtain a permit from the director or deputy director of ~~water utilities public works~~ as a condition of operation.

## Section 6.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on January 27, 2026, and ordered published in full.

Introduced a second time and approved on March 10, 2026, for second reading, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney