



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
January 2, 2018
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** Minutes of the Commissioners' Proceedings from December 12, 2017
- B.** Adams County Treasurer's Summary November 1-30, 2017
- C.** Resolution Approving Ambulance Service License for Adams County Fire Protection District
(File was approved by ELT)
- D.** Resolution Approving Ambulance Service License for University of Colorado Health
(File was approved by ELT)

- E. Resolution Granting a Deed of Conservation Easement on the Willow Bay Property to the City of Brighton
(File was approved by ELT)
- F. Resolution Adopting Revised Policy Regarding Open Records Requests
(File was approved by ELT)
- G. Resolution Approving Amendment No.1 to the Contract between the Denver Regional Council of Governments and Adams County for A-Lift Community Transit Program
(File was approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving the Use of State Awarded Dealers and Cooperative Agreements for the Purchase of Adams County Light to Medium Duty Fleet Vehicles
(File was approved by ELT)
- 2. Resolution Approving Amendment One to the Agreement between Adams County and Intellectual Technology, Inc., for Expanded Services for the Self Service Kiosk
(File was approved by ELT)
- 3. Resolution Approving Amendment Three to the Contract between Adams County and Piper Jaffray and Company for Independent Financial Advisor Services
(File was approved by ELT)
- 4. Resolution Approving Amendment Four to the Agreement between Adams County and CareHere Management, PLLC, for the Propel Wellness Software System
(File was approved by ELT)
- 5. Resolution Approving Addendum Four to the Agreement between Adams County and Halogen Software, Inc., for an Employee Performance Management Software System
(File was approved by ELT)
- 6. Resolution Approving Amendment Three to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council
(File was approved by ELT)

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, DECEMBER 12, 2017**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:04 AM)

3. MOTION TO APPROVE AGENDA (09:04 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Mary Hodge, seconded by Steve O'Doriso, unanimously carried.

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT (09:04 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR (09:05 AM)

A. 17-881 List of Expenditures Under the Dates of November 20-30, 2017

B. 17-885 Minutes of the Commissioners' Proceedings from December 5, 2017

C. 17-638 Resolution Approving the Intergovernmental Agreement Regarding North Metropolitan Industrial Area Connectivity Study between Adams County, Commerce City and Denver (File was approved by ELT)

D. 17-776 Resolution Ratifying the Prior Decision to Approve the Application for the FY2017 FEMA Pre-Disaster Mitigation Program to Update the Adams County Hazard Mitigation Plan (File was approved by ELT)

E. 17-863 A Resolution Approving the Issuance of Multifamily Housing Revenue Bonds by the Housing Authority of the County of Adams, State of Colorado for the Sole Purpose of Qualifying the Interest Payable on the Bonds for Exclusion from the Gross Income of the Owner or Owners of the Bonds for Federal Income Tax Purposes under the Applicable Provisions of the Internal Revenue Code of 1986; and Related Matters (File was approved by ELT)

F. 17-865 Resolution Acknowledging Public Hearing for the Adams County 2016 Consolidated Annual Performance Evaluation Report (File was approved by ELT)

G. 17-866 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Adams County Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)

H. 17-867 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Bennett Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)

- I. 17-868 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Brighton Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- J. 17-869 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Deer Trail Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- K. 17-870 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the North Metro Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- L. 17-871 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Sable Altura Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- M. 17-872 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the South Adams County Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- N. 17-873 Resolution Approving Intergovernmental Agreement between the Board of County Commissioners of Adams County and the Strasburg Fire Protection District for Collection of Fire District Impact Fees (File was approved by ELT)
- O. 17-876 Resolution Approving Right-of-Way Agreement between Adams County and Marcia E. Naiman Revocable Trust, Et Al, for Property Necessary for the York Street Improvements Project - York Street from East 78th Avenue to Highway 224 (File was approved by ELT)
- P. 17-882 Resolution Approving Lease Agreement between Westminster Public Schools and Adams County for the Head Start Program (File was approved by ELT)
- Q. 17-883 Resolution Approving Intergovernmental Agreement between Adams County and the Town of Bennett for Law Enforcement Services (File was approved by ELT)
- R. 17-888 Resolution Approving an Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Service Center (File was approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

7. NEW BUSINESS (09:05 AM)

A. COUNTY MANAGER (09:05 AM)

- 1. 17-836 Resolution Establishing the Adams County Veterans Advisory Commission (File was approved by ELT) (09:05 AM)
Motion to Approve 1. 17-836 Resolution Establishing the Adams County Veterans Advisory Commission (File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.
- 2. 17-862 Resolution Awarding an Agreement to Jalisco International, Inc., for the Riverdale Road Over Todd Creek Bridge Scour and Structural Rehabilitation Project (File was approved by ELT) (09:07 AM)
Motion to Approve 2. 17-862 Resolution Awarding an Agreement to Jalisco International, Inc., for the Riverdale Road Over Todd Creek Bridge Scour and Structural Rehabilitation Project (File was approved by ELT) Moved by Mary Hodge, seconded by Steve O'Dorisio, unanimously carried.
- 3. 17-889 Resolution Awarding an Agreement to Tetrus Corporation for a Community Corrections Case Management System (File was approved by ELT) (09:09 AM)
Motion to Approve 3. 17-889 Resolution Awarding an Agreement to Tetrus Corporation for a Community Corrections Case Management System (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Mary Hodge, passed with a roll call vote 4:1.

4. 17-892 Resolution Approving the Purchase Agreement between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center (File was approved by ELT) (09:14 AM)
Motion to Approve 4. 17-892 Resolution Approving the Purchase Agreement between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center
(File was approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Mary Hodge, unanimously carried.
5. 17-877 Resolution Approving Expenditures and Revenues for Each Fund and Adopting a Budget for Adams County, State of Colorado, for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018 (File was approved by ELT) (09:16 AM)
Motion to Approve 5. 17-877 Resolution Approving Expenditures and Revenues for Each Fund and Adopting a Budget for Adams County, State of Colorado, for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
6. 17-878 Resolution Appropriating Sums of Money to the Various Funds in the Amounts and for the Purposes As Set Forth Below, for the County of Adams, State of Colorado, for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018 (File was approved by ELT)
Motion to Approve 6. 17-878 Resolution Appropriating Sums of Money to the Various Funds in the Amounts and for the Purposes As Set Forth Below, for the County of Adams, State of Colorado, for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
7. 17-879 Resolution Approving Adams County 2018 Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018 (File was approved by ELT)
Motion to Approve 7. 17-879 Resolution Approving Adams County 2018 Fee Schedule for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.
8. 17-880 Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018 (File was approved by ELT)
Motion to Approve 8. 17-880 Resolution Approving the Certification of Mill Levies for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018
(File was approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

B. COUNTY ATTORNEY (09:21 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding DIA Noise Issues (09:21 AM)
Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding DIA Noise Issues Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(f) for the Purpose of Discussing Personnel Matters Involving County Attorney and County Manager (09:22 AM)
Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(f) for the Purpose of Discussing Personnel Matters Involving County Attorney and County Manager Moved by Steve O'Dorisio, seconded by Mary Hodge, unanimously carried.

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA
Motion to Approve Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Proposed RTA Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

10.LAND USE HEARINGS (09:23 AM)

A. Cases to be Heard (09:23 AM)

1. 17-886 RCU2017-00004 Tile Roofing (File was approved by ELT) (09:23 AM)
Motion to Deny 1. 17-886 RCU2017-00004 Tile Roofing (File was approved by ELT) Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

11.ADJOURNMENT (09:48 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	11/01/17
End Date	11/30/17

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$139,538,940.09	\$694,459.99	\$0.00	\$5,566,615.97	(\$517,419.18)	(\$10,415.83)	(\$14,748,948.32)	\$130,523,232.72	\$0.00
0004 CAPITAL FACILITIES	\$18,351,564.70	\$0.00	\$0.00	\$10,822.44	\$1,579,713.69	\$0.00	(\$10,608,655.53)	\$9,333,445.30	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$2,872,177.97	\$0.00	\$0.00	\$114,251.52	(\$1,105.22)	\$0.00	(\$169,375.75)	\$2,815,948.52	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$13,712,185.64	\$0.00	\$0.00	\$91,692.66	\$396,146.99	\$0.00	(\$1,452,454.94)	\$12,747,570.35	\$0.00
0007 STORMWATER UTILITY FEE	\$6,470,247.68	\$11,479.05	\$0.00	\$39,974.51	(\$9,465.49)	(\$172.18)	(\$41,834.39)	\$6,470,229.18	\$0.00
0011 SHERIFF SUBSTATION	(\$6,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,000.00)	(\$12,000.00)	\$0.00
0013 ROAD & BRIDGE	\$66,336,251.80	\$38,252.51	\$1,443,090.43	\$962,593.02	(\$47,543.03)	(\$573.72)	(\$4,223,644.36)	\$64,508,426.65	\$0.00
0015 SOC SVCS (WELFARE)	\$12,951,560.86	\$69,239.21	\$0.00	\$3,116,237.78	(\$434,427.07)	\$0.00	(\$3,572,012.44)	\$12,130,598.34	\$0.00
0019 INSUR CLAIMS & RESERVES	\$6,940,903.52	\$0.00	\$0.00	\$127,697.17	\$1,494,062.40	\$0.00	(\$1,629,025.70)	\$6,933,637.39	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$556,052.78	\$7,562.28	\$0.00	\$0.00	\$0.00	(\$113.34)	\$0.00	\$563,501.72	\$0.00
0024 CONSERVATION TRUST FUND	\$1,754,696.26	\$0.00	\$0.00	\$1,548.48	(\$14,149.70)	\$0.00	(\$21,930.65)	\$1,720,164.39	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,376,782.28	\$0.00	\$0.00	\$38,572.39	(\$777.24)	\$0.00	(\$39,383.89)	\$4,375,193.54	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$146,427.08	\$0.00	\$0.00	\$3,043.98	\$571,328.81	\$0.00	(\$34,135.81)	\$686,664.06	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$32,407,342.80	\$0.00	\$0.00	\$31,719.20	\$944,711.52	\$0.00	(\$462,042.43)	\$32,921,731.09	\$0.00
0029 DIA NOISE MITIGATION FUND	\$1,363,049.27	\$0.00	\$0.00	\$1,411.37	\$0.00	\$0.00	\$0.00	\$1,364,460.64	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$984,357.79	\$0.00	\$0.00	\$371,791.32	\$2,965.32	\$0.00	(\$265,555.93)	\$1,093,558.50	\$0.00
0031 HEAD START	\$30,975.03	\$0.00	\$0.00	\$472,739.08	(\$109,410.32)	\$0.00	(\$341,614.90)	\$52,688.89	\$0.00
0034 COMM SERV BLOCK GRANT	(\$148,533.80)	\$0.00	\$0.00	\$77,442.89	(\$600.39)	\$0.00	(\$27,192.38)	(\$98,883.68)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	\$269,071.54	\$0.00	\$0.00	\$481,564.34	(\$149,134.70)	\$0.00	(\$305,482.38)	\$296,018.80	\$0.00
0043 FRONT RANGE AIRPORT	\$2,063,016.99	\$0.00	\$0.00	\$153,843.76	(\$32,536.87)	\$0.00	(\$314,831.39)	\$1,869,492.49	\$0.00
0044 WASTE WATER TREATMENT PLANT	(\$233,714.90)	\$0.00	\$0.00	(\$3,008.18)	(\$1,704.64)	\$0.00	\$23,957.78	(\$214,469.94)	\$0.00
5410 SHERIFFS COMMISSARY	\$2,472,879.93	\$0.00	\$0.00	\$77,534.82	(\$58,047.30)	\$0.00	\$0.00	\$2,492,367.45	\$0.00
5420 SHERIFFS INTEL CONFIS	\$42,607.69	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$42,609.09	\$0.00
5430 SHERIFFS REC & FLOWER	\$7,922.81	\$0.00	\$0.00	\$0.26	(\$139.95)	\$0.00	\$0.00	\$7,783.12	\$0.00
5460 AIRPORT NOISE	\$1,004,918.47	\$0.00	\$0.00	\$33.04	\$0.00	\$0.00	\$0.00	\$1,004,951.51	\$0.00
5480 SALES TAX RECEIPT ACCT	\$205,365.78	\$0.00	\$0.00	\$4,577,430.47	(\$4,574,049.16)	\$0.00	\$0.00	\$208,747.09	\$0.00
Total:	\$314,471,050.06	\$820,993.04	\$1,443,090.43	\$16,315,553.69	(\$961,581.53)	(\$11,275.07)	(\$38,240,163.41)	\$293,837,667.21	\$0.00



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Ambulance License Renewal
FROM: Dawn Riggs – Neighborhood Services
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an ambulance license renewal for Adams County Fire Protection District.

BACKGROUND:

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. The ambulance license for Adams County Fire Protection District is due for renewal. The application packet has been received and is deemed complete.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development

ATTACHED DOCUMENTS:

Please reference the attached Resolution and License for this ambulance agency.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 0001

Cost Center: 1190.5125

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR ADAMS COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. (“Act”); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, Adams County Fire Protection District, 8055 N. Washington St., Denver, CO 80229, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of Adams County Fire Protection District and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, Adams County Fire Protection District has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for Adams County Fire Protection District is hereby approved to provide ambulance services in the County of Adams.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said license on behalf of Adams County.

County of Adams, State of Colorado

No. ADCO 1/18

Licensing Fee: \$690

Ambulance Service License

This is to Certify, that **Adams County Fire Protection District, 8055 N. Washington St., Denver, CO, 80229**, having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **31th of January, 2018**, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this _____ day of _____, _____.

Board of County Commissioners of the County of Adams,
State of Colorado

Attest:

Chair

Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Ambulance License Renewal
FROM: Dawn Riggs – Neighborhood Services
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an ambulance license renewal for University of Colorado Health.

BACKGROUND:

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. The ambulance license for University of Colorado Health is due for renewal. The application packet has been received and is deemed complete.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development

ATTACHED DOCUMENTS:

Please reference the attached Resolution and License for this ambulance agency.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 0001

Cost Center: 1190.5125

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AMBULANCE SERVICE LICENSE FOR UNIVERSITY OF COLORADO HEALTH

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. (“Act”); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, University of Colorado Health, 12605 E. 16th Ave., Aurora, CO 80045, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of University of Colorado Health and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, University of Colorado Health has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for University of Colorado Health is hereby approved to provide ambulance services in the County of Adams.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said license on behalf of Adams County.

County of Adams, State of Colorado

No. ADCO 1/18

Licensing Fee: \$115

Ambulance Service License

This is to Certify, that **University of Colorado Health, 12605 E. 16th Ave., Aurora, CO 80045**, having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **31th of January, 2018**, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this _____ day of _____, _____.

Board of County Commissioners of the County of Adams,
State of Colorado

Attest:

Chair

Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Granting of a Conservation Easement on the Willow Bay property to the City of Brighton
FROM: Nathan Mosley and Marc Pedrucci
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: 5/2/17; 10/18/16
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the granting of a conservation easement on the Willow Bay property to the City of Brighton.

BACKGROUND:

The county purchased the 174-acre Willow Bay property on July 14, 2017 at the appraised value of \$9,100,000. The Parks & Open Space Department (POSD) is now requesting BoCC approval to grant a conservation easement on the Willow Bay property to the City of Brighton. Granting of a conservation easement on the property is required in order to receive reimbursement of the \$3,685,900 of Natural Resource Damage funds, and is a requirement of the Adams County Open Space Program Policies and Procedures.

The POSD secured the following sources of funding to pay for the Willow Bay acquisition, which was entirely grant funded: an ADCO Open Space Grant for \$3,000,000, a GOCO Protect Initiative Grant for \$3,000,000, a Natural Resource Damage (NRD) Recovery Fund grant of \$3,685,900, and an Urban Drainage and Flood Control District (UDFCD) award of \$100,000.

The Willow Bay open space acquisition was a once-in-a-lifetime opportunity and will provide many benefits in the future including: 1) public recreational area that could feature non-motorized boating and swimming; 2) trail connection for the South Platte River Trail; and 3) preservation of open space, wildlife habitat, and scenic views consistent with adopted master plans.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ADCO Parks & Open Space, the City of Brighton, Adams County Attorney's Office, State of Colorado Natural Resource Trustees

ATTACHED DOCUMENTS:

Resolution
Deed of Conservation Easement

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 27

Cost Center: 6107

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Source of Funds	Grant Request	Cash Contribution	Total Funding	Brief Description
State of CO/NRD Funds	\$3,685,900		\$3,685,900	NRD Recovery Fund award; Agreement executed, funds can be reimbursed after the conservation easement is granted
GOCO Protect Initiative	\$3,000,000		\$3,000,000	Agreement executed, funds were wired to closing.
ADCO Open Space Grant	\$3,000,000		\$2,314,100	Agreement executed; funds were transferred at closing.
UDFCD		\$100,000	\$100,000	IGA has been executed, waiting on reimbursement
			\$9,100,000	

**RESOLUTION GRANTING A DEED OF CONSERVATION EASEMENT
ON THE WILLOW BAY PROPERTY TO THE CITY OF BRIGHTON**

WHEREAS, Adams County purchased the Willow Bay property (the “Property”) on July 14, 2017; and,

WHEREAS, Adams County was awarded an Adams County Open Space Grant that was used for the acquisition of the Property; and,

WHEREAS, the Adams County Open Space Policies and Procedures requires that a conservation easement be granted to an authorized holder over fee acquisitions that are acquired with passive recreation funds; and,

WHEREAS, Adams County was awarded a grant by the Natural Resource Trustees of the State of Colorado for the acquisition of the Property; and,

WHEREAS, the terms of the Natural Resource Trustees grant award require that the Property be encumbered by a conservation easement; and,

WHEREAS, the City of Brighton, a tax-exempt governmental organization, has agreed to accept the conservation easement on the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Deed of Conservation Easement on the Willow Bay property in favor of the City of Brighton, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to sign the aforementioned conservation easement on behalf of Adams County.

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT (“Deed”) is made this ___ day of _____ 2017, by the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 (“Grantor”), in favor of the City of Brighton, a Colorado home rule municipality having its address at 500 South 4th Avenue, Brighton, CO 80601 (“Grantee”).

RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property in Adams County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the “Property”).
- B. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor’s intent to utilize the property as natural open space with associated passive recreation uses.
- C. The acquisition of the Property was partially funded by a grant from the Natural Resource Damage Recovery Fund awarded by the State of Colorado Natural Resources Trustees on November 4, 2016. The resolution that approved use of Natural Resource Damage Funds for Adams County to acquire the Property requires that any land acquired with the Funds must be encumbered by a conservation easement.
- D. The Property possesses natural, scenic, open space, and recreational values (collectively, “Conservation Values”) of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
 - 1) Natural: The Property contains valuable open water, wetlands, riparian, and upland habitats along the South Platte River corridor and supports an abundant diversity of wildlife.
 - 2) Scenic: The Property is visible to the general public from E-470 and Brighton Road, which are open to and actively utilized by residents of Adams County

and the State of Colorado. Preservation of the Property will continue to provide an opportunity for the general public to appreciate the unobstructed scenic views it provides of an open, undeveloped, pastoral landscape.

- 3) Open Space: The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public, will be protected pursuant to a clearly delineated government policy, and will yield a significant public benefit.
 - 4) Recreational: The Property will be developed and managed for passive recreational opportunities, including water-based recreation, fishing, hiking, cycling, picnicking, wildlife viewing, and environmental education opportunities.
- E. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement. The parties acknowledge and agree that the current land use patterns, including, without limitation, improvements located on the Property at the time of this grant, do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.
- F. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- G. Grantee is a publically supported, tax-exempt municipal government, qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, and is a qualified holder of a conservation easement in gross under Colorado law.
- H. Grantee agrees by accepting this Easement, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations, according to the terms of this Deed.
- I. Pursuant to Treasury Regulation §1.170A-14(g)(5) and in order to document the condition of the Property as of the date of this Deed, a report has been prepared by ERO Resources, Inc. dated May 15, 2017 ("Present Conditions Report"). The Present Conditions Report contains a natural resource inventory and also documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Present Conditions Reports have been provided to the Parties and have been acknowledged by the Parties as an accurate representation of the Property at the time of conveyance. The Present Conditions Report will be used by Grantee to assure that any future changes in the use of the Property by Grantor will be consistent with the terms of this Deed. However, the Present Conditions Report is not intended to preclude the Parties' use of other evidence to establish the condition of the Property as of the date of this Deed.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a PERPETUAL conservation easement in gross over the Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee in order to help ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property’s Conservation Values, and the Parties further intend to prevent any use of the Property that will substantially impair or interfere with protecting the Property’s Conservation Values. It is the intent of the Grantor to preserve the Property in its natural, scenic, and/or open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property, such as recreation, other than the preservation and protection of the Property’s Conservation Values.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

3. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property’s Conservation Values. Other agreed upon reserved rights are as follows:

- a. Recreational Uses. Grantor reserves the right to allow non-motorized, passive recreational activities, such as fishing, non-motorized boating, hiking, cycling, picnicking and other similar low-impact recreational uses, to be enjoyed by the

public. Notwithstanding the foregoing, the use of motorized wheelchairs or other mobile devices by disabled persons and other persons as may be required by the Americans with Disabilities Act, on trails and other publicly accessible areas is allowed.

- b. Development of Recreational Improvements. Grantor reserves the right to construct, improve, maintain, repair, replace or remove certain amenities related to passive recreational activities including signage, benches, fencing, and gates without prior Grantee approval. Subject to prior written approval of Grantee, Grantor reserves the right to construct, replace, or remove the following amenities related to passive recreational activities including but not limited to: shelters, hard and soft surfaced trails, restrooms, enclosed structures, paved or unpaved parking lots and roadways, storage, pedestrian underpasses or bridges, boat ramps, piers, and lighting. Without limiting the foregoing, Grantor reserves the right, at its expense, to maintain and repair amenities related to passive recreational activities including but not limited to shelters, hard and soft surfaced trails, restrooms, enclosed structures, paved or unpaved parking lots and roadways, storage, pedestrian underpasses or bridges, boat ramps, piers, and lighting, and such maintenance and repair shall not require prior Grantee approval. Any such use or work shall be performed in such a way as to minimize the negative impact such use or work would have on the Conservation Values of the Property.
- c. Leasing. Grantor reserves the right to lease the Property to a concessionaire to provide for the management and facilitation of the Property's use for passive recreational uses consistent with this Easement.
- d. Noxious Weed Control. Grantor reserves the right to re-vegetate the Property with native plants and grasses, and to conduct noxious weed control efforts as required by the Colorado Noxious Weed Act (C.R.S. §35-5.5-101, *et seq.*).
- e. Regional Trail. Grantor reserves the right to construct the South Platte River Trail along the Property's western side, and internal trails (soft-surface and hard-surface), for purposes of paragraph 3.a. above and subject to the restrictions of paragraph 4 below.
- f. Drainage and Flood Control Improvements. Grantor reserves the right for the construction, installation, operation, maintenance, and replacement of improvements necessary for drainage and flood control, including but not limited to major drainageway facilities, related appurtenances, and maintenance trails. Grantor anticipates that these improvements will include armoring of the west shoreline of the lake and construction of a spillway in order to comply with UDFCD's Technical Review Guidelines for Gravel Mining and Water Storage Activities (January 2013). Grantee hereby acknowledges that at the time of the granting of this Deed, the Property is subject to an existing easement between the previous owner of the Property and the Urban Drainage and Flood Control District (UDFCD), recorded in the official records of the Clerk and Recorder of

Adams County, Colorado, on June 15, 1990 at Book 3688, Page 770 (UDFCD Easement). The UDFCD Easement is related to water drainage and flood control in the floodplain zones on the Property. Pursuant to the UDFCD Easement, Grantor or the UDFCD may conduct activities related to the conveyance of surface runoff and flood waters. In addition, Grantor hereby reserves the right to enter into similar easements with the UDFCD in the future with respect to floodplain zones on the Property not already encumbered by the existing UDFCD Easement, provided that said easements are not inconsistent with the preservation and protection of the Conservation Values.

- g. Existing Improvements. Grantor reserves the right to remove the existing improvements and debris on the Property without further approval of Grantee. Existing improvements include dilapidated greenhouses in the southeast portion of the Property, and amenities on the peninsula including decks, boat ramps, fire pits, and boat docks.
 - h. Soil Stockpile. Grantor reserves the right to remove the soil stockpile in the southern portion of the Property in order to create a more level topography, and to utilize the soil on other portions of the Property for reclamation and construction purposes.
4. Prohibited and Restricted Uses. Except as provided in paragraph 3 above, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- a. Development Rights. Grantor hereby grants and conveys to Grantee all development rights except as otherwise expressly reserved by Grantor herein, and the Parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property, adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.
 - b. Construction of Buildings and Other Structures. The construction of any parking lots, roadways, restroom facilities, picnic shelters, enclosed structures, boat ramps, piers, or other similar improvements shall not be allowed without the express written approval of the Grantee.
 - c. New Structures and Improvements. Under no circumstances shall any new building, structure or improvement, except as provided in paragraph 3, be built on the Property, including but not limited to, athletic fields, golf courses or ranges, disc golf courses, race tracks, airstrips, helicopter pads, or shooting ranges. No new residential buildings shall be allowed.
 - d. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

- e. Timber Harvesting. No commercial timber harvesting shall be allowed. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property.
- f. Mining. (1) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any surface mining method is prohibited. Mining utilizing methods other than surface mining may be permitted if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values. No extraction permitted pursuant to this paragraph shall occur without prior written notice to and approval of Grantee, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. Any lease, surface use agreement, or other conveyance by Grantor to a third party of mineral rights subsequent to the date of recording of this Easement shall be subject to the restrictions of this Easement and shall expressly so state, shall contain terms consistent with the provisions of this Easement, and a copy of the same shall be provided to Grantee for review and approval, prior to its execution by Grantor and prior to any extraction activity.

(2) Grantor agrees that by granting this Easement to Grantee, it has granted to Grantee a portion of its rights as owner of the surface of the Property on which the exploration, development, operations and reclamation of any minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane) may be conducted ("Surface Owner"). Grantor intends that Grantee, in addition to its interest as a holder of this Easement, shall have the rights of a Surface Owner to receive notices of proposed mineral activities and to take appropriate action to protect the Purpose of this Easement. Accordingly, Grantor agrees: (i) to provide Grantee with any notices Grantor receives related to the exploration, development, operations and reclamation of any minerals; and (ii) that Grantee must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations and reclamation of any minerals, including any agreement permitted or required of a Surface Owner under C.R.S. §34-60-101 et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane), which approval Grantee may withhold in its reasonable discretion if it determines that the proposed surface use would substantially diminish or impair the Conservation Values, is inconsistent with the preservation of the Conservation Values, is inconsistent with the terms of this Easement, or is not permitted under the terms of the mineral reservation or severance, or the mineral lease.

(3) With respect to any mineral rights not currently owned by Grantor, whether or not mineral development is currently occurring, Grantor irrevocably

assigns and grants to Grantee the same legal rights as Grantor would have, if any, to influence and control impacts to the surface of the Property from mineral development. Such rights may include, but are not be limited to, the right to take whatever legal action Grantee deems necessary in order to respond to proposals regarding mineral development affecting the surface of the Property, including bringing judicial or administrative actions, or requiring any operator conducting extraction activity to execute a written Memorandum of Understanding (MOU) prior to undertaking any extraction activity affecting the Property.

- g. Paving and Road Construction. Except for the normal and regular maintenance, repair, planned widening and/or improvement of established public rights of way abutting the Property boundary (i.e. Brighton Road), no other portion of the Property shall be paved nor shall any road be constructed without the prior written approval of Grantee, except as allowed under subparagraphs 3.b. & 3.e. and 4.c above. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld.
- h. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is prohibited.
- i. Water Rights. No water rights are included with this Easement.
- j. Motorized Vehicles. Motorized vehicles are prohibited, except for vehicles utilizing established and approved roadways and parking lot areas, and for public maintenance, management, and safety vehicles.
- k. Commercial or Industrial Activity. No industrial uses are allowed on the Property. No commercial uses are allowed on the property with following exception: Grantor may elect to allow a concessionaire to operate a commercial concession for the general operation of the Willow Bay property which may include such things as boat rentals and food and beverage sales, which shall be a permitted use.
- l. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary “no trespassing” signs, signs informing the public of the status of ownership, and signs that pertain to a potential concessionaire. Grantor also reserves the right to erect trail and interpretive signs. No signs shall significantly diminish or impair the Conservation Values of the Property. Grantor shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Grantee, identifying the Grantor’s investment in this Property to the public as well as other funding partners including the Adams County Open Space Sales Tax, State of Colorado Natural Resource Trustees, and Great Outdoors Colorado.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6. Land Management Plan. Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the Property shall be operated and managed in accordance with a written land management plan prepared by Grantor and accepted with the mutual consent of the Parties, which plan is expected to be prepared and approved within one year of the date of this Easement, and shall be updated at least every five years thereafter, or sooner in the case of significant land use change (“Management Plan”). If the Grantor fails to update the Management Plan, the most recent version shall remain in full force and effect unless Grantee determines that such Management Plan requires revision in order to meet and fulfill the Conservation Values.

7. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor’s written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

8. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, the Parties shall engage a mutually acceptable mediator to attempt to resolve the dispute, and shall share the costs of such mediator equally. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

9. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys’ fees, and any costs of restoration necessitated by Grantor’s violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in an action to enforce the

terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

10. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

13. Access. The public shall generally have access to the Property, at such times and in such manner as Grantor may reasonably prescribe by regulation, so that the Conservation Values of the Property are not impaired.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage.

15. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate.

16. Hold Harmless. To the extent allowed by Law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or

the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The Parties stipulate that this Easement has a fair market value equal to twenty-five and seven-tenths percent (25.7%) of the full fair market value of the Property, as unencumbered by this Easement. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the full fair market value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor's appraisal to the contrary.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be twenty-five and seven-tenths percent (25.7%), an amount equal to the Grantee's real property interest in the property, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Adams County Commissioner's Resolution 99-1 which can be found on file with the Adams County Clerk and Recorder's Office at Reception Number C0590506.

19. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written

notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which the Grantor divests itself or conveys any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Parks Director
Adams County Parks & Open Space
9755 Henderson Road
Brighton, CO 80601

With copy to: Adams County Attorney
4430 S. Adams County Parkway
Brighton, CO 80601

To Grantee: City Manager
City of Brighton
500 S. 4th Ave.
Brighton, CO 80601

or to such other address as either party from time to time shall designate by written notice to the other.

22. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

23. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must be expressly subordinated to this Easement and must not interfere with or impair Grantee's obligations.

24. Recording. Grantee shall record this instrument in timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. General Provisions.

- a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.
- b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.
- g. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.
- h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- i. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no

effect upon construction or interpretation.

k. No Third Party Enforcement. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

l. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Eva J. Henry, Chair

Date

ATTEST:

STAN MARTIN,
CLERK AND RECORDER

Approved as to form:

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER OF SAID SECTION 23;
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SOUTH 89°21'47" WEST, A DISTANCE OF 148.43 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 23 AND THE EASTERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 23, 2015 AT RECEPTION NO. 2015000106708, IN THE OFFICE OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 31 (BRIGHTON ROAD);
THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY, SOUTH 32°58'16" WEST, A DISTANCE OF 126.41 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 32°17'19" WEST, A DISTANCE OF 353.34 FEET; 2) SOUTH 23°03'33" WEST, A DISTANCE OF 740.50 FEET;
- 3) SOUTH 22°31'43" WEST, A DISTANCE OF 1,098.22 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED JUNE 28, 1993 IN BOOK 4099, PAGE 105, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 70°20'00" WEST, A DISTANCE OF 233.00 FEET;
- 2) NORTH 21°00'00" WEST, A DISTANCE OF 70.00 FEET;
- 3) NORTH 62°00'00" WEST, A DISTANCE OF 120.00 FEET;
- 4) NORTH 01°30'00" WEST, A DISTANCE OF 250.00 FEET;
- 5) NORTH 40°30'00" WEST, A DISTANCE OF 95.00 FEET;
- 6) SOUTH 80°55'02" WEST, A DISTANCE OF 255.13 FEET;
- 7) SOUTH 04°30'00" WEST, A DISTANCE OF 512.50 FEET;
- 8) SOUTH 70°20'00" EAST, A DISTANCE OF 576.38 FEET TO THE NORTHWEST CORNER OF THE EASTERLY PORTION OF LOT 1, WILLOW BAY SUBDIVISION, FILING NO. 1, PER THE PLAT RECORDED APRIL 4, 2013 AT RECEPTION NO. 2013000028648, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 22°31'43" WEST, A DISTANCE OF 249.81 FEET;
- 2) NORTH 87°03'02" WEST, A DISTANCE OF 266.07 FEET;
- 3) NORTH 36°17'51" WEST, A DISTANCE OF 181.41 FEET;
- 4) SOUTH 53°42'09" WEST, A DISTANCE OF 60.47 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,984.58 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 52°59'04" WEST;
- 5) NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 13°10'14", AN ARC LENGTH OF 1,375.67 FEET, WHOSE CHORD BEARS NORTH 43°36'03" WEST, A DISTANCE OF 1,372.65 FEET;
- 6) NORTH 50°11'10" WEST, A DISTANCE OF 103.34 FEET;
- 7) NORTH 51°41'10" WEST, A DISTANCE OF 267.59 FEET;
- 8) SOUTH 14°49'03" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED MAY 2, 2001 AT

RECEPTION NO. C0795061, IN SAID RECORDS;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 51°41'10" WEST, A DISTANCE OF 31.51 FEET TO THE CENTERLINE OF THE SOUTH PLATTE RIVER;
THENCE ALONG SAID CENTERLINE THE FOLLOWING ELEVEN (11) COURSES:




- 1) NORTH 80°56'54" EAST, A DISTANCE OF 7.64 FEET;
- 2) NORTH 25°51'33" WEST, A DISTANCE OF 501.85 FEET;
- 3) NORTH 47°22'37" WEST, A DISTANCE OF 224.57 FEET;
- 4) NORTH 11°52'48" WEST, A DISTANCE OF 155.68 FEET;
- 5) NORTH 00°41'08" WEST, A DISTANCE OF 123.69 FEET;
- 6) NORTH 13°13'43" EAST, A DISTANCE OF 82.91 FEET;
- 7) NORTH 48°17'58" EAST, A DISTANCE OF 107.62 FEET;
- 8) NORTH 34°56'06" EAST, A DISTANCE OF 129.95 FEET;
- 9) NORTH 54°49'46" EAST, A DISTANCE OF 103.38 FEET;
- 10) NORTH 27°00'47" EAST, A DISTANCE OF 568.72 FEET;
- 11) NORTH 16°59'28" EAST, A DISTANCE OF 1,338.10 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED MAY 3, 1968 IN BOOK 1433, PAGE 262, IN SAID RECORDS;

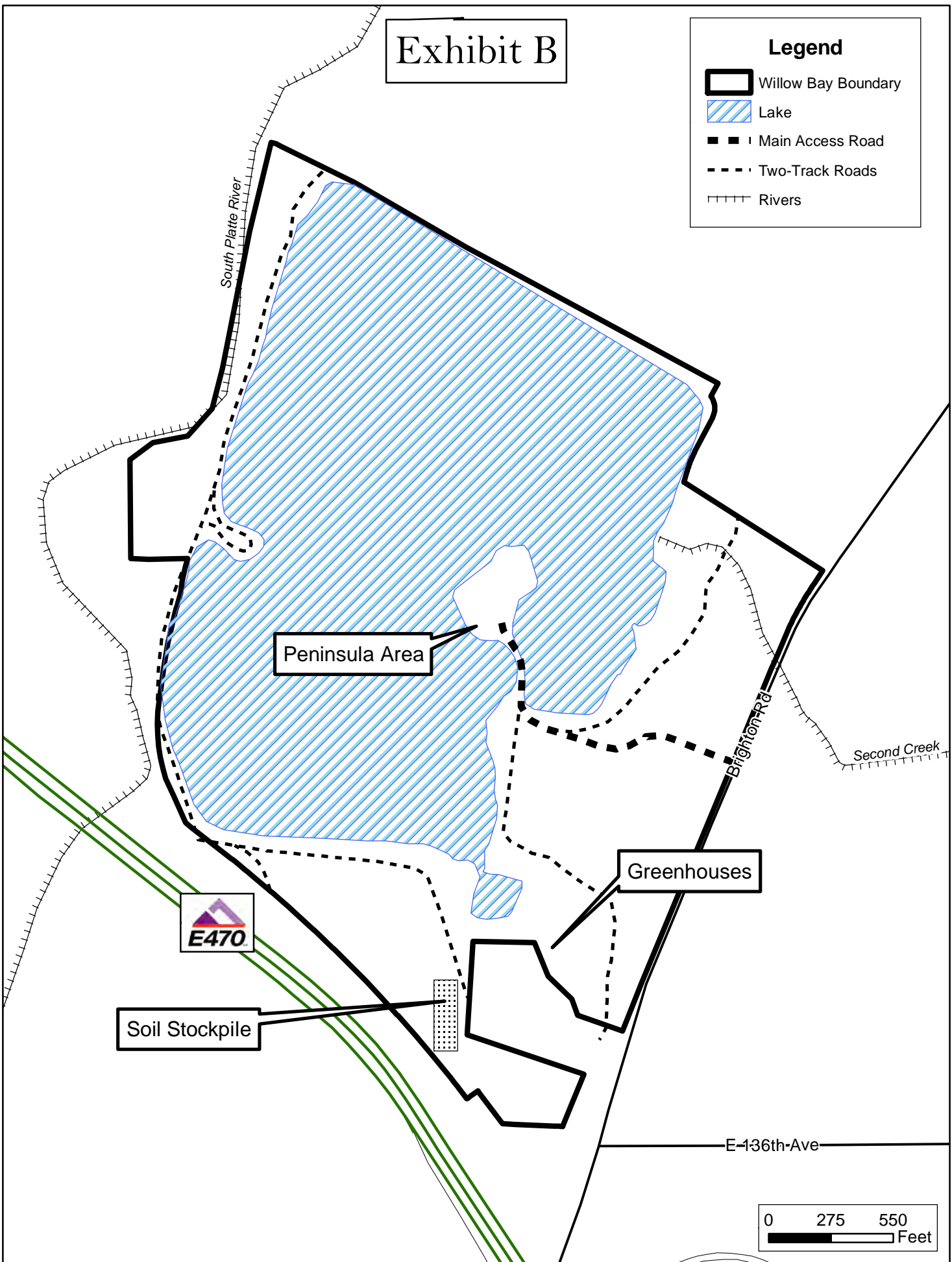
THENCE ALONG SAID SOUTH LINE, SOUTH 61°07'00" EAST, A DISTANCE OF 2,137.69 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE WESTERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 23, 2015 AT RECEPTION NO. 2015000106708;
THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 28°49'28" WEST, A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 54°11'57" WEST;
- 2) SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 63°06'00", AN ARC LENGTH OF 99.12 FEET, WHOSE CHORD BEARS SOUTH 04°15'03 EAST, A DISTANCE OF 94.18 FEET;
- 3) SOUTH 27°17'57" WEST, A DISTANCE OF 165.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 476.51 FEET;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'49", AN ARC LENGTH OF 99.64 FEET; WHOSE CHORD BEARS SOUTH 21°18'33" WEST, A DISTANCE OF 99.45 FEET;
- 5) SOUTH 15°19'08" WEST, A DISTANCE OF 47.46 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND;
- 6) SOUTH 57°29'13" EAST, A DISTANCE OF 726.40 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING.

Exhibit B

Legend

-  Willow Bay Boundary
-  Lake
-  Main Access Road
-  Two-Track Roads
-  Rivers





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Revisions to Adams County CORA Policy
FROM: Jennifer Stanley
AGENCY/DEPARTMENT: County Attorney
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the BoCC adopt the revisions to the Adams County CORA Policy

BACKGROUND:

The County Attorney's Office is recommending changes to the CORA policy in order to clarify parameters for routine responses to open records requests and to maintain compliance with changes in Colorado law regarding the format in which open records are to be provided.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All county departments

ATTACHED DOCUMENTS:

Resolution Adopting Revised Policy Regarding Open Records Requests
Policy Regarding Open Records Requests- Revises January 2, 2018

FISCAL IMPACT:

Please check if there is no fiscal impact X. If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION ADOPTING REVISED POLICY REGARDING OPEN RECORDS REQUESTS

WHEREAS, Adams County is committed to the principle of open and accessible government; and,

WHEREAS, Adams County is committed to fulfilling every request for public records within the requirements established by the Colorado Open Records Act, C.R.S. §24-72-201, *et seq.*; and,

WHEREAS, Adams County previously developed a policy that was intended to facilitate requests for public records responsibly and efficiently; and,

WHEREAS, Adams County has revised its policy regarding open records requests in order to clarify parameters for routine responses to open records requests and to maintain compliance with changes in Colorado law regarding the format in which open records are to be provided.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the revised Policy Regarding Open Records Requests, which is attached hereto, is hereby approved and adopted.

POLICY REGARDING OPEN RECORDS REQUESTS

Revised January 2, 2018



Public Records

Adams County is committed to the principle of open and accessible government. As such, we commit to fulfill every request for public records as efficiently and expeditiously as possible and within the requirements established by the Colorado Open Records Act, C.R.S. §24-72-201 *et seq.* (“CORA”).

The following procedures are intended to facilitate requests for public records responsibly and efficiently, to maintain the integrity of the County’s records, and to ensure the effective functioning of County departments. This policy is subject to interpretation by the Adams County Attorney’s Office. Requests for comment or for information not contained within existing County records should be directed to the Adams County Communications Department.

This policy does not apply to the following elected Adams County offices, unless specifically adopted by that office: Assessor, Clerk and Recorder, Coroner, District Attorney, Public Trustee, Sheriff, Surveyor, and Treasurer. Records requests for these offices must be sent directly to them. Contact information for these offices is available on the Adams County website.

Requests for Public Records

Records requests must be directed to the designated custodian of records for the particular County department who holds the records. (A list of contact information for each department is located on the County’s website). The County Attorney’s Office may also accept open records requests, which will then be forwarded to the appropriate records custodian. General emails to the County or inquiries on the County’s website or social media sites will not be treated as open records requests pursuant to CORA. When practicable, open records requests should be submitted in writing on the County’s records request form, which is available on the County’s website.

Prior to submitting a records request, please check the County’s website to determine whether the records sought are already available online.

POLICY REGARDING OPEN RECORDS REQUESTS

Revised January 2, 2018

Requests for Public Records (continued)

All requests must contain the following information:

- The name and preferred contact information for the requesting party.
- A description of the records sought. (Please describe as specifically as possible, including applicable date ranges and source of information, if known).
- Preferred method of delivery. (Email, regular mail, in-person inspection, etc.).

Responses to Requests

The records custodian for each department is responsible for responding to the requesting party in a timely manner. Responses will be provided in the format in which the documents are maintained whenever legally, technologically, or practically feasible. The requesting party will be notified if the requested documents are not available or if the records are not covered by CORA.

Responses to requests will include information currently in the possession of the County. Responses to requests will not routinely include the restoration of County systems that may be available on backup tapes or other means of disaster recovery. Additionally, responses to requests will not routinely include data that is automatically created, stored, or retained on an individual computer or on network equipment or servers, such as e-mail metadata that is not otherwise imprinted or stored as part of the visible content of an e-mail message, logs, web traffic statistics, browser cookies, browser cache, server logs, browser history, or firewall logs.

If review of original documents is requested, the records custodian may impose certain procedures to protect the integrity of the public record, including supervision by a County employee within the area where the records are stored and/or maintained. The records custodian may also establish a designated area or schedule for a particular time of day so as to not unduly disrupt the day-to-day activities of that specific office or department.

Requests received after the close of business will be considered to be received on the next business day.

The County will comply with the reasonable response timelines set forth in CORA. Every attempt will be made to fulfill open records requests within three (3) working days. If the request cannot be filled within three working days, the requestor will receive notice from the records custodian that additional time, up to seven (7) working days, will be necessary.

Fees Charged

Adams County seeks to meet public information requests in the most economical fashion possible. The fees charged by Adams County departments will be consistent with the provisions of CORA.

Standard fees for records requests include copy charges, research and retrieval time, and actual costs associated with fulfilling the request. Research and retrieval time may include, but is not

POLICY REGARDING OPEN RECORDS REQUESTS

Revised January 2, 2018

limited to: actual costs involved in the gathering of documents, costs associated with specialized IT support, and staff time required to research, locate, retrieve, and review records, and create or run records in electronic or digital format. The nature of the request dictates the potential fees and costs incurred.

Pursuant to C.R.S. §24-72-205(6) there is no charge for the first hour of time for research and retrieval of records.

Fees Charged (continued)

Copies

8.5" x 11"	25¢ per page
11" x 17"	25¢ per page
Greater than 11" x 17"	Actual cost of reproduction + Research and retrieval time

Electronic Copies on CD

If the record exists in electronic format	\$2 per CD + Research and retrieval time
If the record has to be scanned	\$2 per CD + Research and retrieval time
If the record has to be printed and scanned	\$2 per CD + Research and retrieval time + paper copy fee
BOCC Study Sessions or other audio recordings	\$2 per CD + Research and retrieval time

PDF Records Sent Via Email

If the record exists in electronic format	Research and retrieval time
If the record has to be scanned to PDF	Research and retrieval time
If the record has to be printed and scanned to PDF	Research and retrieval time + paper copy fee

Research and retrieval

One hour or less	\$0
More than one hour	\$30 per hour

Mailing Expenses

Mailing Expenses	Actual Cost
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POLICY REGARDING OPEN RECORDS REQUESTS

Revised January 2, 2018

Deposits

If the fulfillment of a request is likely to incur fees in excess of \$30.00, the records custodian will attempt to provide the requesting party with an estimate of the likely fees to be generated in fulfilling the request. The County may require payment of the estimated fees prior to any staff time being expended on responding to the request. Requesting parties will be responsible for any actual costs incurred in excess of the deposit and will be reimbursed for any estimated costs that are not actually incurred.

Requests that require IT staff to search email or other electronic records will require a deposit when IT estimates that the search will take longer than five hours of staff time.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Resolution for Amendment No.1 to the Contract by and between the Denver Regional Council of Governments and Adams County for A-Lift Community Transit Program Contract
FROM: Abel Montoya
AGENCY/DEPARTMENT: Department of Regional Affairs
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the contract amendment.

BACKGROUND:

Due to the uncertainty of Title III funding renewal in 2018, DRCOG is amending its spending requirements of all Title III funding recipients. DRCOG is requesting an amendment to the contract originally signed on August 15, 2017. They are request that Adams County spend no more than 50% of Title III funds by December 31, 2017 and no more than 75% of Title III funds by March 31, 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The A-Lift Policy council made up of Adams County and the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster, as well as DRCOG.

ATTACHED DOCUMENTS:

Memo with Amendment No. 1 information.
Resolution
Original DRCOG Contract

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

Currently, the County has spent 31.61% or \$123, 272.85 of the \$390,000 in grant funds allocated by DRCOG. This expenditure demonstrates reimbursements by DRCOG from August 2017- November 2017. The County is currently in compliance with this request and is set to stay in compliance with the proposed contract amendment.

RESOLUTION APPROVING AMENDMENT NO.1 TO THE CONTRACT BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND ADAMS COUNTY FOR THE A-LIFT COMMUNITY TRANSIT PROGRAM

WHEAREAS, Adams County, in partnership with the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster work together with the Denver Regional Council of Governments ("DRCOG") contractually to coordinate the A-Lift program, a transit service for seniors and special needs residents in Adams County; and,

WHEAREAS, DRCOG and Adams County entered into a fiscal contract on August 15, 2017, to manage Title III funding in the amount of \$390,000 for the A-Lift Program; and,

WHEREAS, it is acknowledged that DRCOG must ensure that it is a conservative steward of remaining Title III funds until a new Federal budget is adopted; and,

WHEREAS, DRCOG is requesting an amendment to the contract that limits spending under the contract to no more than 50% of Title III funds prior to December 31, 2017, and no more than 75% of Title III funds prior to March 31, 2018; and,

WHEREAS, the A-Lift Policy Council made up of the cities of Arvada, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster have currently spent 31.61% or \$123,272.85 of the \$390,000 in grant funds allocated by DRCOG and is currently in compliance with this request; and,

WHEREAS, all supporting parties of the A-Lift program want to continue a positive relationship with DRCOG and work together to provide transportation services to Adams County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment No. 1 to the Contract between Adams County and the Denver Regional Council of Governments for the A-Lift Community Transit Program, a copy of which is attached hereto and incorporated herein by reference, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to sign said Amendment on behalf of Adams County.

Memo



Department of Regional Affairs

To: Board of County Commissioners
From: Abel Montoya
CC: Ray Gonzalez
Date: 12/18/2017
Re: RESOLUTION FOR AMENDMENT NO.1 TO THE CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND ADAMS COUNTY FOR A-LIFT COMMUNITY TRANSIT PROGRAM CONTRACT

Comments: On 11/21/17, DRCOG informed the County an amendment would need to be made to the current community transit funding contract that secures Title III funding for the A-Lift program. Due to the uncertainty of Title III funding renewal in 2018, DRCOG is amending its spending requirements of all Title III funding recipients.

DRCOG is requesting an amendment to the contract originally signed on August 15, 2017. They are request that Adams County spend no more than 50% of Title III funds by December 31, 2017 and no more than 75% of Title III funds by March 31, 2018.

Currently, the County has spent 31.61% or \$123, 272.85 of the \$390,000 in grant funds allocated by DRCOG. This expenditure demonstrates reimbursements by DRCOG from August 2017-November 2017. The County is currently in compliance with this request and is set to stay in compliance with the proposed contract amendment.



CDB	<input checked="" type="checkbox"/>
File	<input type="checkbox"/>

DRCOG Contract Preparation & Approval

Date 5/22/17

Contract # (if known) EX17003

Division Aging Initiator Name Sharon Day

Contract Name A-LIFT Community Transit Program

Project # 624018,

Contractor Information	
Company	Adams County <i>#25023</i>
Attention	Sue Bozinovski
Address	7190 Colorado Blvd.
City/ST/Zip	Commerce City CO 80022
Phone	303-227-2283
Email	sbozinovski@adcogov.org

Contract Type (choose one)	
Revenue	Expenditure
(DRCOG is receiving funds)	(DRCOG is dispersing funds)
Funding source	
Federal Direct	Contractual
Federal thru	
State	Pass-Thru
State Direct	Other-specify below
Service Income	
In-Kind Services	
Other Local	

CONTRACT INFORMATION - THE PURPOSE OF THIS FORM IS FOR:

Yes No Is this a new contract? If "No" then select what is being amended



Contract Amount
 Contract scope of services
 Contract term
 Other: please specify

TERM: 7/1/17 - 6/30/18

AMOUNT: Assisted Transportation

\$390,000 624018

Contractor's Project Manager: Sharon Day

0

Additional Information:

0

Total \$390000

Other Conditions	
	Finance and Budget Committee Resolution (when in excess of \$75,000 - resolution must be attached)
Yes/No/NA	Has project been approved through the PIP process (when applicable)?
Yes/No	Has the ED been informed of contract?
For Revenue Contracts	
	Contract with execution instructions
	Budget Worksheet
For Expenditure Contracts	
	CDOT Approval (written authorization from CDOT needed if using UPWP/CMAQ funds)
	Vendor selection justification memo
	Scope of Services (attached and emailed to Admin & Finance division)

Preparations	
I have reviewed this form and accompanying documentation and hereby certify that this contract is necessary and appropriate for the accomplishment of DRCOG's work program, that all required documentation is accurate and included, and that if this contract is for expenditure of funds, the revenue grant/contract has been received and processed by DRCOG, and there are sufficient funds in the project budget to process this contract.	
Approval	<i>Jared Sackellari</i> 5/22/17
	Division Director Date
	Executive Director Date
Reviewed	<i>[Signature]</i> 5/24/17
	Contracts Team Date
Final Approval	
I have reviewed the draft contract and hereby certify that it accurately includes all necessary information obtained from this form and accompanying documentation.	
Approved	<i>Jared Sackellari</i> 5-23-17
	Division Director Date
	Administrative Officer Date

CONTRACT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 100
Denver, Colorado 80203-5601
("DRCOG")

and

ADAMS COUNTY
7190 Colorado Boulevard
Commerce City, Colorado 80022
("CONTRACTOR")

for

A-LIFT Community Transit Program
("Contract")

Project Number 624018

Contract Number EX17003

RECITALS:

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act and the State of Colorado (State) Funding for Senior Services (SFSS).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the Older Americans Act, as amended, and/or the SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for SFSS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the Older Americans Act and/or the SFSS.

2.0 SCOPE OF SERVICES

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (a approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Services, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of

Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

4.0 TIME OF PERFORMANCE

This Contract is intended to be a two-year contract, with the first fiscal year beginning on July 1, 2017 and ending June 30, 2018 and, upon execution by DRCOG of an Option Letter as set forth below, the second fiscal year beginning on July 1, 2018 and ending June 30, 2019. However, funding levels shall be awarded annually and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes. During the first fiscal year, the services of the Contractor shall commence upon Contract execution or July 1, 2017 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2018. **Services cannot commence prior to an executed contract.**

By no later than 5:00 P.M. on March 1, 2018, Contractor shall submit to DRCOG a proposal for services to be provided during the second fiscal year commencing July 1, 2018 and ending June 30, 2019. The proposal shall include such information as DRCOG may require, including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income. The compensated services proposed within the second fiscal year shall not change without DRCOG's written permission. No contract term shall be extended to or made effective for the 2018-2019 fiscal years until DRCOG, in its sole discretion, executes an Option Letter, a sample of which is attached hereto as Exhibit G.

5.0 AMOUNT OF CONTRACT

5.1 DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$390,000.00** in **State Funding for Senior Services** funds. DRCOG agrees to reimburse the Contractor for allowable expenses provided the total **State Funding for Senior Services** dollars divided by the total units of service delivered as outlined in the Supplemental Contract Information form attached hereto as Attachment C.

5.2 Contractor shall expend no more than twenty-five percent (25%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.1.16.2.

5.3 Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in the Supplemental Contract Information form attached hereto as Attachment C.

5.4 Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract. Contractor expressly acknowledges that Contractor will be paid or otherwise compensated with funds provided to DRCOG by federal agencies that are subject to sequestration pursuant to the Budget Control Act of 2011 and other applicable federal laws. In the event that funds for this Contract are not advanced, diminished, or required to be returned to the federal government due to sequestration, DRCOG may immediately terminate this Contract in whole or part without liability, including costs and liability for termination. Contractor expressly acknowledges and agrees that DRCOG has the right to require that funds previously paid to Contractor for services performed hereunder be returned to DRCOG in the event the federal government requires that funds be returned because of sequestration.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits, any changes, including, without limitation, any increase in the amount of this Contract or changes in the scope of services, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written Option Letter or a written amendment to this Contract.

8.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in Exhibits A, B, C, D, E, F (if E and F are applicable), G, H, I, J, and Attachments B and C of this Contract, attached hereto and incorporated herein.

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that the Contractor, its principals and authorized subcontractors are not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 15 day of AUGUST, 2017 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

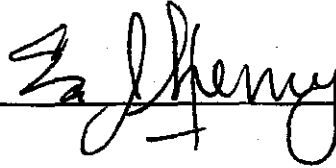
**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

By: 
Douglas W. Rex
Acting Executive Director

ATTEST:

By: 
Roxie Ronsen
Administrative Officer

ADAMS COUNTY

By: 

ATTEST:

By: 

APPROVED AS TO FORM
COUNTY ATTORNEY



EXHIBIT A
SCOPE OF SERVICES

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the attached Supplemental Contract Information form, herein provided as Attachment C.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in the attached exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Upon Contractor submittal and contract execution by both parties, the Supplemental Contract Information form shall be made part of this Contract and legally binding.

EXHIBIT B
TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1.1.1 Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

1.1.1.1 Prohibition Against Employing Illegal Aliens (Colorado requirement). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Exhibit J, the "Pre-Contract Certification in Compliance with C.R.S. § 8-17.5-102(1)", must be signed and returned with this Contract, which is attached hereto and incorporated herein by reference.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services, as defined by C.R.S. § 8-17.5-101(6), as amended and in effect from time to time. If Contractor participates in the Department program, Contractor shall deliver to DRCOG a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employees, and shall comply with all other requirements of the Department program. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor will be participating in the Department program, Contractor will provide to DRCOG a copy of Contractor's executed Notice of Participation in the Department Program form.

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

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

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

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

This Section 1.1.1.1 shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

1.1.1.2 Prohibition Against Employing Illegal Aliens (Federal requirement). If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit I, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit I in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from the requirements of this Section 1.1.1.2; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit I.

1.1.2 Qualifications. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

1.1.3 Background Check: Driver's License. Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor directly providing one or more of the following services: personal care, homemaker, adult day, transportation, case management, chore or home modifications that are provided through a contracted agency, home delivered meals, material aid services (provided within a consumer's home), one-to-one legal, one-to-one counseling, or respite care. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Employees, volunteers or contractors responsible for transporting consumers shall have a valid Colorado driver's license, and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

1.1.4 Sub-grant or Subcontract. None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (if Exhibit E is not attached, then no subcontractors have been pre-approved) without the prior written approval of DRCOG through the State Unit on Aging. Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of

reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval, and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 1.10 herein.

1.1.5 Licensure. Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

1.1.6 Contractor Training. Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

1.2.1 Monitoring and Reporting Program Performance. The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

1.2.2 Performance Management. Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor.

1.2.3 Monthly Data Entry. The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the National Aging Program Information System (NAPIS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in a State software system as designated and assigned by the State from time to time. Currently the software utilized is SAMS3. Contractor must complete training on SAMS3 for all employees who will be performing the data entry service. Training is available each year and is mandatory for anyone who has not previously attended or as deemed appropriate by DRCOG. Contractor shall enter the previous month's service data into SAMS3 **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day prior to the fifteenth. Failure to enter SAMS3 data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

1.2.4 Cost Analysis. Contractor shall prepare and submit to DRCOG by no later than May 15th of the then-current calendar year, a cost analysis, in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG.

1.3.1 Services Performance Report and Reimbursement Requests. Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Further, failure to submit the final month's report and reimbursement request by July 15 of the then-current fiscal year of the contract term, will result in non-payment for services provided, and Contractor specifically agrees that any such late-filed final reimbursement request will not be paid. All payments are subject to verification by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All payments are subject to verification by DRCOG.

DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment B) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

1.3.2 Waiting Lists. Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be equitable to all eligible consumers. Contractor shall give priority to consumers targeted by the Older Americans and Older Coloradans Act, with due consideration given to the time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor will develop a waiting list procedure in compliance with the policies set forth in Subsection 205b., regardless of whether or not there are consumers waiting for service. Furthermore, Contractor shall maintain waiting lists, and shall make the waiting list and the procedures for the waiting list readily available for review by DRCOG and/or the State Unit on Aging. Waiting list documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain waiting list documentation, and shall not destroy any such records until notified by DRCOG.

1.3.3 Consumer Complaint/Appeal Process. The Contractor shall develop a procedure to assure that applicants to, or clients of, their services are advised in writing of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals, are processed and tracked in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain complaint/appeal documentation, and shall retain records in accordance with Section 1.4.1 herein.

1.3.4 Evaluation. Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviews, and visits. Contractor shall upon the DRCOG's request provide information regarding Contractor's compliance with the requirements of this Section.

1.3.5 Voluntary Contributions and Non-eligible Recipient Fees. Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly

inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with 1.5.1 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

1.3.6 On-Site Assessment. The Contractor acknowledges receipt of the on-site assessment requirements from DRCOG and shall comply with the on-site assessment requirements.

1.3.7 Policy Changes. From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may adopt policies and procedures that relate to services provided under this Contract. Upon notice of such adopted policies or procedures, Contractor shall incorporate any such policies and procedures into their practices and comply with the provisions thereof.

1.3.8 Eligibility Assessments. The Contractor will conduct an assessment of individual eligibility prior to the delivery of any registered services, as defined in 45 CFR 1321.3, using the standardized assessment form provided by DRCOG, and re-assessments will be conducted every six months thereafter as applicable for any registered service continuing after six months. The Contractor may not alter the standardized assessment form provided by DRCOG; however the Contractor may attach as separate sheet(s) an addendum to the assessment to meet any additional program/service specific needs. Any addendum must be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service.

1.4.1 Records. The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

1.4.2 Accounting Records. Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in 1.4.1 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

1.4.3 Contractor Audits. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado

Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

1.4.4 Audits and Inspections. During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United State and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

1.4.5 Additional Records Required. Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SU Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

1.5.1 Income. Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

1.5.2 Income Accounting Records. Program income must be accounted for according to the additional costs alternative specified in Section 1.5.1 above and pursuant to 45 CFR, Section 74.24.

1.6.1 Equal Employment Opportunity. The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

1.6.2 Records. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and for employees as HHS, the State, or DRCOG may require.

1.7 Handicapped. The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

1.8 Identification of Documents. Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

1.9 Publication, Reproduction and Use of Material. Material produced in whole or in part under this Contract may not be subject to copyright laws.

1.10 Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

1.11 Work Hours. The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

1.12 Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

1.13 Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

1.14 Influencing Legislation. To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

1.15.1 Termination for Cause. If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

1.15.2 Mutual Termination. The parties may terminate this Contract upon mutual written consent, which instrument shall set forth the effective date of the termination and any procedures to be followed incident to such mutual termination.

1.15.3 Termination for the Convenience of DRCOG. DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

1.15.4 Project Material. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

1.15.5 Liability. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

1.16.1 Remedies. Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth in section 1.16.2, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.
5. Take any other remedies that may be legally available.

1.16.2 Corrective Action. In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an Option Letter or amendment, to retain and reallocate to other contractors funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

1.16.3 Erroneous Payments. Unless prohibited by Federal or State law or regulation, any cost incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG, or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

1.16.4 Provision of Services: Expenditure of Funds. DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section 1.16.2. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

EXHIBIT C
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

EXHIBIT D
INDEMNIFICATION & INSURANCE

Section 1. Indemnification.

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

(a) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) Contractor shall procure and maintain, and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years

beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations, and shall provide for defense of sexual abuse and molestation claims for innocent insureds. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of Protected Health Information ("PHI") data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI with minimum annual limits as follows:

- Contractors with 10 or less clients and revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients and revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients and revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

(c) Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

(d) A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on the general liability and automobile liability policies shall be completed by the Contractor's insurance agent as evidence

that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1290 Broadway, Suite 100
Denver, Colorado 80203-5601

(e) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(f) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

(h) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

EXHIBIT E
APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from the State Unit on Aging through DRCOG. Upon State approval and contract execution by both parties, approved Subcontractors shall be made part of this Contract and legally bound to all applicable provisions herein.

EXHIBIT F
FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

1.1 Real Property. Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment. Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto as Exhibit 1.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer

needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies. Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

2.4 Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2)

the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property. In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally-sponsored projects. Use in other projects shall be limited to those Federally-sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally-sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment. In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally-sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 These provisions regarding disposition of fixed assets shall survive termination of the Contract.

7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendment to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

**DENVER REGIONAL COUNCIL OF GOVERNMENT
AREA AGENCY ON AGING
PROPERTY INVENTORY FORM**

Inventory Tag Number: _____ Date of physical inventory: _____

Description:

Manufacturer's serial number, model number, or other identification number

Source of equipment (include award number):

Title in (check one):

Contractor

DRCOG

Federal Government

State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:

Signature: _____

Date: _____

EXHIBIT G
OPTION LETTER-SAMPLE

THIS OPTION LETTER is made and entered into this _____ day of _____, 20____ by and between Denver Regional Council of Governments ("DRCOG") and _____ (the "Contractor") and shall extend/and or amend the term of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: _____ Original Contract Date: _____

Contractor Address: _____

Contract Number: _____ Project Number: _____

Term End Date is Hereby Extended to: _____

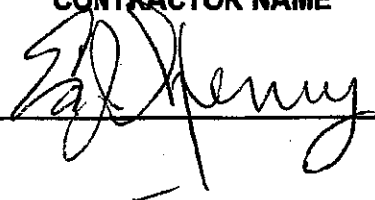
Funding levels and updated Scope/units for the fiscal year are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

CONTRACTOR NAME

By: _____
Douglas W. Rex
Acting Executive Director

By:  _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By:  _____

EXHIBIT H

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual

requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. **Notification of Breach.** During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. **Safeguards During Transmission.** Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. **Restrictions and Confidential Communications.** Within ten (10) business days of notice b CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. **Obligations of AAA.**

a. **Safeguards During Transmission.** AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. **Notice of Changes.** AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AA/ shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims or improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c),

2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. **Injunctive Relief.** AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

6. **No Waiver of Immunity.** No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. **Limitation of Liability.** Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. **Disclaimer.** AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. **Certification.** To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. **Amendment.**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable law relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. **Amendment of Attachment A.** Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the

event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. The Department of Human Services, Division of Aging and Adult Services, is a Third Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name: Sharon Day
Title: Financial Compliance Coordinator
Department and Division: DRCOG, Area Agency on Aging
Address: 1290 Broadway, Suite 100
Denver, CO 80203-5601

Contractor/Business Associate Representative:

Name: Sue D. Bozinovski
Title: Manager
Department/Division: Human Services / Specialty Programs
Address: 7190 Colorado Blvd
Commerce City, CO 80022

ATTACHMENT A to EXHIBIT H

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective as of November 1, 2009 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: _____
None except as otherwise directed in writing by DRCOG

4. **Receipt.** Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____
As may be directed in writing by DRCOG or the State

6. **Additional Terms.** [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

EXHIBIT I
E-VERIFY FEDERAL CONTRACTOR RULE
EMPLOYMENT ELIGIBILITY VERIFICATION

(a) *Definitions.* As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspensor or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identifier Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e), (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

Exhibit J

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

The undersigned hereby certifies as follows:

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

Contractor:

Adams County

By Sue D. Bozinovski

Title: Manager Human Services/Specificity Programs

6/30/17
Date

* This Exhibit J shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

Executive Committee

Bob Roth, Chair
Herb Atchison, Vice Chair
Bob Fifer, Secretary
John Diak, Treasurer
Elise Jones, Immediate Past Chair

August 29, 2017

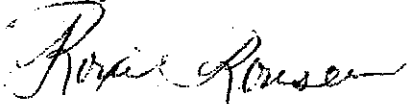
Sue Bozinovski
Adams County
7190 Colorado Blvd.
Commerce City, CO 80022

Dear Ms. ^{Sue}Bozinovski:

Enclosed is a fully executed original of Contract No. EX17003 between Adams County and the Denver Regional Council of Governments.

If you require additional information or further clarification of this contract, please contact our Contracts and Budget Coordinator, Roberta Cole, at (303) 480-5620 or email rcole@drcog.org.

Sincerely,



Roxie Ronsen
Administrative Officer

enclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2017

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 Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way, Suite 700 Centennial CO 80111	CONTACT NAME: Anita Bruner PHONE (A/C, No, Ext): 303-889-2574 E-MAIL ADDRESS: anita_bruner@ajg.com	FAX (A/C, No): 303-889-2575
	INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Employers Casualty Company NAIC # 23612	
INSURED Adams County, Colorado 4430 South Adams County Parkway 4th Floor, Suite C4000B Brighton CO 80601-8213	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1561380351** **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 SDBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <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 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	EWCO06359	4/30/2017	4/30/2018	X PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For WC Policy - Retention: \$650,000. Each Accident/Each Employee for Disease.

Re: Adams County Transportation Contracts Project #624007 Contract #EX06068 and EX06045

RECEIVED
MAY 24 2017
DRCOG

CERTIFICATE HOLDER Denver Regional Council of Governments 1290 Broadway, Suite 700 Denver CO 80203-5606 USA	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
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PURCHASE ORDER



Purchase Order No.	EX17003
Date	7/12/2017
Revision Number	1

Vendor: 0006

Adams County Office of Community Development
 Attn: Cari Johnson
 Administrative Coordinator, Finance
 Brighton CO 80601

MAIL INVOICES IN DUPLICATE AND SHIP TO:

DRCOG
 1290 Broadway, Suite 100
 Denver, Colorado 80203-5601
ATTENTION: Accounts Payable
PHONE: (303) 455-1000

**ALL DELIVERY CHARGES MUST BE PREPAID
 TAX EXEMPT NO. 98-02323**

E/N	Project Number	Cost Category	Description	Ext. Price
1	624018	PASS-THROUGH	ASSISTED TRANS TERM 6/30/19	\$97,500.00
^2	624018	PASS-THROUGH	ASSISTED TRANS TERM 6/30/18	\$292,500.00

Total Not to Exceed	\$390,000.00
----------------------------	---------------------

DELIVERY: Damaged material not packed to insure proper protection will be rejected by DRCOG. No charges will be allowed for boxing, crafting, insurance, handling, banding, etc., unless previously agreed upon and entered on the original Purchase Order by DRCOG. Delivery or packing slips must show the PO# and must accompany each shipment. When materials are delivered, certificates or releases signed by representatives of DRCOG are understood to be a simple acknowledgement of receipt and do not constitute acceptance by DRCOG of the condition of the materials in whole or in part.

PAYMENTS: Invoices shall be submitted in duplicate and shall contain the following information: Purchase Order Number, Item Number Description of Supplies or Equipment Quantities, Unit Prices, and Totals. Payments will be made in the ordinary course of business.

DISCOUNTS: In connection with any discount offered for timely payment, time will be computed from the date of delivery at destination. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the DRCOG check.

EEO CLAUSE: DRCOG hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.


 Authorized Signature

Attachment C - AAA Supplemental Contract Information

Provider:	Adams County for A-LIFT Community Transit
Contract Title:	A-LIFT Community Transit Program
Contract Number:	EX17003

Service	Contracted Funds	Local Cash	Local In Kind	Reimbursement Rate	Program Income
Assisted Transportation	\$390,000.00	\$43,333.33	\$0.00	\$23.40	\$5,000.00
Contract Totals	\$390,000.00	\$43,333.33	\$0.00		\$5,000.00

Total Unduplicated Clients	450
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Scope/Units

Service	Adams	Arapahoe	Broomfield	Clear Creek	Denver	Douglas	Gilpin	Jefferson	Total Units
Assisted Transportation	16,067	500	100	-	-	-	-	-	16,667

Non-compensated Units

Service	Units
Information and Assistance	1000
Outreach	500

Service Definition

Compensated

Assisted Transportation: Unit: 1 One-way trip

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Non-compensated

Information and Assistance: Unit: 1 Contact

A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Outreach: Unit: 1 Contact

Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS

1290 Broadway, Suite 100
Denver, Colorado 80203-5606
("DRCOG")

and

ADAMS COUNTY

4430 South Adams County Parkway, Fifth Floor
Brighton, Colorado, 80601
("CONTRACTOR")

for

A-Lift Community Transit Program
("Contract")

Project Number 624018

Contract Number EX17003

RECITALS:

- A. The parties hereto have entered into the Contract dated July 1, 2017.
- B. Changes to the Contract have been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the Contract dated July 1, 2017 is hereby modified and amended in the following respect, to wit:

Section 5.0, Amount of Contract, subsection 5.2, has been replaced in its entirety as follows:

Contractor shall expend no more than fifty percent (50%) of the contracted funds detailed in Section 5.1 of the original contract prior to December 31, 2017 for each service category. In addition, Contractor shall expend no more than seventy-five percent (75%) of the funds prior to March 31, 2018. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.1.16.2.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Contract shall remain in full force and effect and without further alteration.

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of _____, 20____ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

ADAMS COUNTY

By: _____
Douglas W. Rex
Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Purchase of Light and Medium Duty Fleet Vehicles
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the use of the State of Colorado and other cooperative awards for the purchase of the County's light to medium duty fleet vehicles.

BACKGROUND:

The Adams County Facilities and Fleet Management Department (Fleet Management) has budgeted \$2,170,500.00 for the replacement of light to medium duty vehicles for 2018. The vehicles up for replacement have reached or exceeded their life cycle.

Every year the State of Colorado as well as other municipalities formally solicits and awards the purchase of fleet vehicles to multiple Colorado dealerships. Due to the volume of the vehicles purchased through these cooperatives, the pricing is very competitive. Each of the contract awards includes cooperative language, which adheres to Adams County Purchasing Policy 1080.

Actual purchases will be made at various times throughout the year by the Purchasing Division. Each purchase order will be issued to the appropriate dealership based on vehicle specifications as determined by Fleet Management.

Fleet Management and the Purchasing Division are requesting the use of the State's and other cooperatively awarded dealers for the purchase of the light to medium duty fleet vehicles budgeted for 2018.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department
Finance Department, Purchasing Division

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 1
Cost Center: 9111

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9175		\$2,170,500
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$2,170,500</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE USE OF STATE AWARDED DEALERS AND
COOPERATIVE AGREEMENTS FOR THE PURCHASE OF ADAMS COUNTY LIGHT TO
MEDIUM DUTY FLEET VEHICLES

WHEREAS, the Facilities and Fleet Management Department (Fleet Management) has budgeted \$2,170,500.00 for the replacement of light to medium duty fleet vehicles for 2018; and,

WHEREAS, the State of Colorado, in addition to other municipalities, formally solicits and awards the purchase of fleet vehicles to multiple Colorado dealerships on an annual basis; and,

WHEREAS, each of the contract awards includes cooperative language, which adheres to Adams County Purchasing Policy 1080; and,

WHEREAS, the purchases will be made throughout the year by the Purchasing Division, from the appropriate dealerships, as determined by Fleet Management.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the use of the awarded cooperative agreements for the purchase of light to medium duty fleet vehicles be approved.

BE IT FURTHER RESOLVED that the Purchasing Division is hereby authorized to sign the Purchase Orders to the appropriate dealers.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Expanded Services for the Motor Vehicle Self Service Kiosk
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One with Intellectual Technology, Inc., to provide expanded services on the motor vehicle self service kiosk at the Adams County Motor Vehicle Department's Westminster location.

BACKGROUND:

Pursuant to Colorado Revised Statute § 42-1-231, County Clerk and Recorders are authorized to conduct kiosk pilot programs utilizing a private contractor to provide onsite motor vehicle registration renewal services. The intent of these kiosks is to provide an alternative service delivery option to citizens to reduce the amount of over the counter renewals and decrease customer wait times.

On June 16, 2016, Arapahoe County issued a formal Request for Proposal (RFP) seeking a qualified contractor to provide their Motor Vehicle locations with self service kiosks as part of this pilot program, which included terms for intergovernmental cooperative purchasing utilization. After a thorough review, the RFP was awarded to Intellectual Technology, Inc., on October 19, 2016.

In 2017, the Adams County Clerk and Recorder's Office also became interested in conducting a similar pilot program at the Westminster Motor Vehicle location. Approval was granted by the Adams County Board of County Commissioners on June 27, 2017. The Clerk and Recorder and Intellectual Technology, Inc., are mutually interested in expanding the services of the kiosk to include other counties as part of a customer service initiative to allow for the renewal of vehicle registrations for citizens who are not residents of Adams County. This service will provide a convenience to Colorado citizens needing to renew their registrations on site who may work in Adams County yet live in another county. There are no additional costs associated with this amendment.

It is recommended that Amendment One to the agreement with Intellectual Technology, Inc., to provide expanded services on the motor vehicle self service kiosk be approved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Clerk and Recorder’s Office – Motor Vehicle Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 1
Cost Center: 1023

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u> </u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$9,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$9,000.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND INTELLECTUAL TECHNOLOGY, INC., FOR EXPANDED
SERVICES FOR THE SELF SERVICE KIOSK

WHEREAS, pursuant to Colorado Revised Statute § 42-1-231, the Adams County Clerk and Recorder is authorized to conduct a kiosk pilot program using a private contractor to provide motor vehicle registration services; and,

WHEREAS, in 2016 Arapahoe County, Colorado conducted a formal Request for Proposal seeking a qualified contractor to provide motor vehicle self service kiosks, which included terms for intergovernmental cooperative purchasing; and,

WHEREAS, Intellectual Technology, Inc., (Contractor) was awarded the contract with Arapahoe County and has successfully created and implemented the only motor vehicle self service kiosks for use in the State of Colorado; and,

WHEREAS, on June 27, 2017, the Adams County Clerk and Recorder's Office was granted approval by the Adams County Board of County Commissioners to utilize the Arapahoe County agreement with Contractor to conduct a similar pilot program at Adams County Motor Vehicle Department's Westminster location; and,

WHEREAS, the County and Contractor mutually desire to expand the kiosk services to allow for the renewal of vehicle registrations by citizens who are not residents of Adams County; and,

WHEREAS, there are no additional costs associated with this amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One with Intellectual Technology, Inc., for expanded services on the motor vehicle self service kiosk be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment One after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Independent Financial Advisor
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to renew the contract with Piper Jaffray & Company for financial advisor services.

BACKGROUND:

In February 2015 Piper Jaffray and Company was awarded an agreement for Adams County's Independent Financial Advisor services to consult with and assist the County's financial team in the financing of large capital projects. The primary responsibilities of the consulting firm consists of advising the County of financing alternatives to include; negotiated sales, competitive sales, bank lending or other permitted financing mechanisms that are in the best interest of the County. The types of transactions may include new issuances, refunding and debt restructurings. The County may also need other ad hoc financial studies on an as needed basis.

The Independent Financial Advisor's role is to participate as a team member on large capital financing transactions and provide advice and counsel that serve the best interest of the County. This advisor also manages the financing process from beginning to end and negotiates key business points as requested and required to accomplish the County's objectives until a transaction is executed.

Piper Jaffray and Company has agreed to hold last year's pricing for the 2018 renewal year. The County's financial team considers the fees to be fair and reasonable and is pleased with Piper Jaffray and Company's performance.

At this time, the Finance Department is requesting the contract with Piper Jaffray and Company for Independent Financial Advisor services be renewed for 2018, the second of four renewal options.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Finance Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 1
Cost Center: 1014

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u> </u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$34,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$34,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE CONTRACT BETWEEN
ADAMS COUNTY AND PIPER JAFFRAY AND COMPANY FOR INDEPENDENT
FINANCIAL ADVISOR SERVICES

WHEREAS, in 2015 Adams County entered into a contract with Piper Jaffray and Company (“Contractor”) to provide independent financial advisor services for the Finance Department; and,

WHEREAS, the Contractor agreed to maintain 2017 fees for the 2018 renewal year, which has been determined to be fair and reasonable by the Finance Department; and,

WHEREAS, the contract allows for four additional one-year renewals and, by means of the attached Amendment Three, the parties wish to exercise the second of those renewals under the same terms and conditions of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the contract between Adams County and Piper Jaffray and Company for independent financial advisor services be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment Three after approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Propel Wellness Software System
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Four to the agreement between Adams County and CareHere Management, PLLC, for the renewal of the Propel Wellness Software System.

BACKGROUND:

In 2017, the Board of County Commissioners approved the Propel Wellness Software System from CareHere Management, PLLC. This software is a personal dashboard designed to reinforce Human Resources' wellness culture for employees. It includes activity tracking, goal setting, competitions, social networking, messaging, and a mobile capability to sustain interest and participation for all County employees. This product also includes a personal health manager and a wellness incentive section to motivate and reinforce positive behaviors in County employees.

The Human Resources staff finds the software and services provided by the Propel Wellness Software System to be a good value for all employees at the County. It is recommended that Amendment Four to the agreement between Adams County and CareHere Management, PLLC for the one year renewal of the Propel Wellness Software System be approved at the fair and reasonable not to exceed amount of \$34,670.00 for a total contract price of \$861,274.00.

CAREHERE MGMT, PLLC	PROJECT DESCRIPTION	COST
Original Agreement	Government Center Clinic	\$757,284.00
Amendment One	Kaiser Rate Change	\$0.00
Amendment Two	Add the Propel Wellness Software System	\$14,320.00
Amendment Three	Add the Human Services Center Clinic	\$55,000.00
Amendment Four	Renew the Propel Wellness Software System	\$34,670.00
CONTRACT TOTAL		\$861,274.00

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 00019
Cost Center: 8622

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u> </u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7680		\$305,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$305,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND CAREHERE MANAGEMENT, PLLC,
FOR THE PROPEL WELLNESS SOFTWARE SYSTEM

WHEREAS, the Board of County Commissioners approved an amendment to install and maintain the Propel Wellness Software System in 2017; and,

WHEREAS, the Human Resources Department recommends approval of Amendment Four to renew the agreement for the Propel Wellness Software System for one year; and,

WHEREAS, CareHere Management, PLLC, has agreed to provide the software in the not to exceed amount of \$34,670.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that Amendment Four to the Agreement between Adams County and CareHere Management, PLLC, be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment Four after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Employee Performance Management Software System
FROM: Raymond H. Gonzales, County Manager; Patti Duncan, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Addendum Four to extend the expiration date for one month and renew the agreement for one year for an Employee Performance Management Software System with Halogen Software, Inc.

BACKGROUND:

In 2014, the Human Resources Department procured a comprehensive Employee Performance Management Software System from Halogen Software, Inc., to standardize and promote consistency in evaluating an employee’s work performance. The initial cost of the agreement with Halogen Software, Inc., was \$97,002.00.

The Human Resources Department is recommending approval of Addendum Four to add a month to the agreement to extend the expiration date from December 31, 2017 to January 30, 2018 at the prorated cost of \$6,781.91. This extension more appropriately aligns the cost with the budget year in which the product will be used. In addition, Addendum Four renews the agreement for one additional year from January 31, 2018 through January 30, 2019.

Staff finds the services provided by Halogen Software, Inc., to be acceptable due to the level of standardization achieved using their software. It is recommended that the agreement be renewed at the fair and reasonable not to exceed cost of \$79,851.29 for a total contract price of \$328,972.28.

HALOGEN SOFTWARE, INC.	DATES	COST
Original Agreement	Dec 2014—Dec 2015	\$97,002.00
First Renewal Option	Dec 2015—Dec 2016	\$66,807.00
Second Renewal Option	Dec 2016—Dec 2017	\$76,780.08
Training Report	April 2017	\$1,750.00
One Month Extension	Dec 2017—Jan 2018	\$6,781.91
Third Renewal Option	Jan 2018—Jan 2019	\$79,851.29
Contract Total		\$328,972.28

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 0001
Cost Center: 1015

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7562		\$124,950
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$124,950

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING ADDENDUM FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND HALOGEN SOFTWARE, INC., FOR AN EMPLOYEE
PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

WHEREAS, in 2014, the Board of County Commissioners approved an agreement for an Employee Performance Management Software System with Halogen Software, Inc.; and,

WHEREAS, the Human Resources Department recommends approval of Addendum Four to change the expiration date and extend the agreement for one month with Halogen Software, Inc. at a cost of \$6,781.91; and,

WHEREAS, the Human Resources Department recommends approval of Addendum Four which also will renew the agreement for one year for the Employee Performance Management Software System in the not to exceed amount of \$79,851.29 for a total contract price of \$328,972.28.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Addendum Four to the agreement between Adams County and Halogen Software, Inc., be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Addendum Four after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: January 2, 2018
SUBJECT: Open Justice Broker Consortium
FROM: Raymond H. Gonzales, County Manager Patti Duncan, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: December 12, 2017
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to the agreement with the Open Justice Broker Consortium.

BACKGROUND:

On April 1, 2016, Adams County, on behalf of the Adams County Criminal Justice Coordinating Council (CJCC) entered into an agreement with Open Justice Broker Consortium (OJBC) as a “Support Member Class” with annual membership dues of \$24,995.00 encompassing July 1, 2016 through June 30, 2017. The membership participation is a Consortium comprised of criminal justice and public safety government entities. OJBC staff works with Consortium members to develop and share technologies and ideas among membership, i.e. in support of the CJCC Information Sharing strategic priorities such as the federated query portal, dashboards and analytics tools.

Along with the initial membership dues was the purchase of additional staff hours as allowed in the membership agreement in the amount of \$60,005.00 to support the CJCC Information Sharing Subcommittee’s federated-query portal project, bringing the initial agreement total to \$85,000.00. The funding for the initial agreement period came from a grant award in the amount of \$85,000.00.

Amendment One included the second year membership at \$24,995.00 and the purchase of additional staff hours for two projects: the first was in support of CJCC Alternative Sanctions Strategic Planning Initiative at \$20,000; the second was in support of the CJCC Information Sharing Subcommittee’s federated-query portal project at \$60,000.00 for a total of \$80,000.00, bringing the new contract total to \$189,995.00. Adams County received additional grant funding from the State of Colorado in the amount of \$42,500.00.

Amendment Two was for the purchase of additional staff hours in support of the CJCC Behavioral Health Subcommittee’s SIM II dashboard and analytics query tool in the amount of \$25,000.00, bringing the total approved agreement to \$214,995.00. Funding for Amendment Two is through a MacArthur Foundation Grant which was awarded to Adams County in February 2017 in the amount of \$50,000.00.

Amendment Three is written to clarify the terms of the contract and bring the total amount to \$214,995.00. This specific amendment adds no additional dollars to the agreement, but does seek BOCC approval for the total contract amount. See the table below for cost break-outs:

Amendment #	Membership Year	Annual Membership Cost	Support Staff Cost	Extended Total	New Contract Total	Grant Contribution
N/A	1 st	\$6,248.75		\$6,248.75	\$6,248.75	
N/A	2 nd	24,995.00	\$53,756.25	\$78,751.25	\$85,000.00	\$85,000.00
1	3 rd	\$24,995.00	\$80,000.00	\$104,995.00	\$189,995.00	\$42,500.00
2	3 rd		\$25,000.00	\$25,000.00	\$214,995.00	\$50,000.00

Through our review process, it was determined that Amendment One and the subsequent year two membership dues, and Amendment Two for additional staff support hours, and Amendment Three clarifying membership dues be brought to public hearing for approval. This agenda is to bring the agreement in its entirety to public hearing for approval per policy.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Criminal Justice Coordinating Council

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 1
Cost Center: 1052

	Object Account	Subledger	Amount
Current Budgeted Revenue:	*see note below		
Additional Revenue not included in Current Budget:			
Total Revenues:	<hr/>		

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	*see note below		
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:	<hr/> <hr/>		

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Amendment Three has no additional expenditure amount as part of this revision. However, the project has a total budget to date of \$230,000.00 of which \$214,995.00 will now be authorized. A large portion of the contract has been spent in prior years. Grant funds have contributed \$167,500.00 to date.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND THE OPEN JUSTICE BROKER CONSORTIUM FOR ADAMS
COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, on April 1, 2016, the Criminal Justice Coordinating Council (CJCC) entered into a “Support Member Class” agreement with Open Justice Broker Consortium (OJBC); and,

WHEREAS, the OJBC provides access to support personnel to facilitate the creation of a database and web portal interface for the purpose of data sharing; and,

WHEREAS, Amendment Three is for clarification purposes, defining membership dues at \$24,995.00 annually (\$49,990.00 for the total two years membership) and the purchase of additional staff hours totaling \$165,005.00, bringing the new contract value to \$214,995.00, of which \$167,500 is funded through Grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three with the Open Justice Broker Consortium for membership and staff services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Three with the Open Justice Broker Consortium after negotiation and approval as to form is completed by the County Attorney's Office.