



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
March 13, 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.** List of Expenditures Under the Dates of February 26-March 2, 2018
- B.** Minutes of the Commissioners' Proceedings from March 6, 2018
- C.** Resolution for Final Acceptance of the Public Improvements Constructed at the T&G Storage Facility, Located at 1401 E. 73rd Ave., (Case No. EGR2015-00053 and INF2016-00037)
(File approved by ELT)

- D.** Resolution for Final Acceptance of the Public Improvements Constructed at the Kens Welding Site Located at 881 E. 73rd Ave., (Case No. SIA 2016-00010 and INF2015-00003)
(File approved by ELT)
- E.** Resolution Approving Memorandum of Understanding between Adams County and GMT Exploration Company, LLC
(File approved by ELT)
- F.** Resolution Approving Ambulance Service License for Northglenn Ambulance, Inc.
(File approved by ELT)
- G.** Resolution Accepting a Permanent Drainage Easement from School District No. 1 to Adams County for Storm Water Drainage Purposes
(File approved by ELT)
- H.** Resolution Accepting a Permanent Fire Lane Access Easement from School District No. 1 to Adams County for Emergency Access Purposes
(File approved by ELT)
- I.** Resolution Accepting a Permanent Sidewalk Easement from School District No. 1 to Adams County for Construction of a Public Sidewalk
(File approved by ELT)
- J.** Resolution Accepting a Permanent Sidewalk Easement from Mapleton Public Schools to Adams County for Construction of a Public Sidewalk
(File approved by ELT)
- K.** Resolution Approving a Petition for Annexation to the City of Thornton for Adams County 88th Avenue Open Space
(File approved by ELT)
- L.** Resolution Approving the Subgrantee Agreements for the Community Services Block Grant Program Years 2018 to 2021
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	707,091.24
6	Equipment Service Fund	110,028.81
7	Stormwater Utility Fund	4,500.00
13	Road & Bridge Fund	112,895.07
19	Insurance Fund	1,975.00
27	Open Space Projects Fund	1,016.00
28	Open Space Sales Tax Fund	2,089,648.39
31	Head Start Fund	12,157.65
34	Comm Services Blk Grant Fund	9,091.06
35	Workforce & Business Center	6,160.07
43	Front Range Airport	5,706.92
		<u>3,060,270.21</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720465	383698	ALLIED UNIVERSAL SECURITY SERV	02/26/18	15,768.74
00720466	5991	ALMOST HOME INC	02/26/18	1,000.00
00720468	660739	BERUBE ANNELI	02/26/18	176.25
00720469	9902	CHEMATOX LABORATORY INC	02/26/18	1,420.00
00720471	252174	COLORADO COMMUNITY MEDIA	02/26/18	897.00
00720472	13049	COMMUNITY REACH CENTER	02/26/18	20,627.40
00720473	13049	COMMUNITY REACH CENTER	02/26/18	19,234.93
00720474	13049	COMMUNITY REACH CENTER	02/26/18	3,100.00
00720475	8721	HILL & ROBBINS	02/26/18	604.74
00720476	77611	KD SERVICE GROUP	02/26/18	195.00
00720481	163837	PTS OF AMERICA LLC	02/26/18	958.00
00720487	599714	SUMMIT FOOD SERVICE LLC	02/26/18	32,593.38
00720488	618144	T&G PECOS LLC	02/26/18	900.00
00720489	7189	TOSHIBA FINANCIAL SERVICES	02/26/18	5,387.26
00720490	666214	TYGRETT DEBRA R	02/26/18	629.00
00720492	343447	GONZALES RAYMOND	02/27/18	194.75
00720493	13565	INTERMOUNTAIN REA	02/27/18	168.67
00720494	443757	NRG DGPV FUND 1 LLC	02/27/18	227.37
00720495	443757	NRG DGPV FUND 1 LLC	02/27/18	256.94
00720496	443757	NRG DGPV FUND 1 LLC	02/27/18	44.65
00720497	266741	OSTLER BRYAN	02/27/18	194.75
00720498	326225	SIEDLECKI JAMES L	02/27/18	194.75
00720499	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	350.75
00720500	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	45.65
00720501	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	24.24
00720502	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	405.03
00720503	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	45.65
00720504	13932	SOUTH ADAMS WATER & SANITATION	02/27/18	1,152.74
00720505	1007	UNITED POWER (UNION REA)	02/27/18	22,392.00
00720506	1007	UNITED POWER (UNION REA)	02/27/18	3,046.00
00720507	13822	XCEL ENERGY	02/27/18	2,148.46
00720508	72554	AAA PEST PROS	02/27/18	2,065.00
00720509	617361	ACADEMY ROOFING INC	02/27/18	1,680.00
00720510	37575	ADAMS / BROOMFIELD BAR ASSN	02/27/18	30.00
00720511	37575	ADAMS / BROOMFIELD BAR ASSN	02/27/18	120.00
00720513	334777	ALLEN DEBRA JEAN	02/27/18	129.49

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720514	383698	ALLIED UNIVERSAL SECURITY SERV	02/27/18	3,720.96
00720515	12012	ALSCO AMERICAN INDUSTRIAL	02/27/18	126.20
00720516	14661	AMERIGAS DENVER 1012	02/27/18	1,545.17
00720517	228213	ARAMARK REFRESHMENT SERVICES	02/27/18	902.98
00720518	237471	AZZOLINA CAROL	02/27/18	60.03
00720519	40942	BI INCORPORATED	02/27/18	4,102.63
00720520	624135	BOWMAN LORI	02/27/18	57.23
00720521	167784	BRANDT STEPHANIE S	02/27/18	35.97
00720522	537341	BROWN LESLEY	02/27/18	18.31
00720523	1279	COLO ASSN OF CHIEFS OF POLICE	02/27/18	2,287.50
00720524	63476	COLO CARPET CENTER INC	02/27/18	2,225.00
00720525	8900	COLO JAIL ASSN	02/27/18	180.00
00720527	50200	COLWELL JANA L	02/27/18	99.00
00720528	78873	COMCAST CABLE	02/27/18	1.06
00720529	612089	COMMERCIAL CLEANING SYSTEMS	02/27/18	250.00
00720530	13049	COMMUNITY REACH CENTER	02/27/18	42,248.00
00720531	13049	COMMUNITY REACH CENTER	02/27/18	2,800.00
00720532	255001	COPYCO QUALITY PRINTING INC	02/27/18	583.45
00720533	686308	DELINTZ DRYER VENT CLEANING SE	02/27/18	648.00
00720534	61540	DOUGHERTY BRIDGETT P	02/27/18	99.00
00720535	248103	DS WATERS OF AMERICA INC	02/27/18	18.85
00720536	13136	EMPLOYERS COUNCIL SERVICES INC	02/27/18	139.00
00720537	169560	FISHER JULIE	02/27/18	563.31
00720538	70550	GUILDNER PIPELINE MAINTENANCE	02/27/18	1,590.00
00720539	147410	HER CHER	02/27/18	99.00
00720541	77611	KD SERVICE GROUP	02/27/18	1,125.00
00720542	56866	LEARNING FOR LIFE	02/27/18	496.00
00720543	36861	LEXIS NEXIS MATTHEW BENDER	02/27/18	2,072.99
00720544	42876	LEXISNEXIS RISK SOLUTIONS	02/27/18	100.79
00720545	685674	MARGENAU ASSOCIATES INC	02/27/18	2,547.00
00720546	13375	MCINTOSH MICHAEL TODD	02/27/18	338.00
00720547	13375	MCINTOSH MICHAEL TODD	02/27/18	138.00
00720548	619985	MORENO DENNIS	02/27/18	3,803.57
00720549	655988	NEPTUNE UNIFORMS AND EQUIPMENT	02/27/18	167.00
00720550	260201	NORTHWEST PARKWAY LLC	02/27/18	44.90
00720551	10668	PAGE LEE ALLEN	02/27/18	99.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720553	76397	ROWLAND CLAUDIA	02/27/18	78.48
00720554	13538	SHRED IT USA LLC	02/27/18	227.02
00720555	599714	SUMMIT FOOD SERVICE LLC	02/27/18	2,605.73
00720556	293662	SUMMIT LABORATORIES INC	02/27/18	410.00
00720557	462275	SUPER TECH FILTER	02/27/18	3,601.80
00720558	52553	SWEEPSTAKES UNLIMITED	02/27/18	50.00
00720559	52553	SWEEPSTAKES UNLIMITED	02/27/18	40.00
00720560	52553	SWEEPSTAKES UNLIMITED	02/27/18	30.00
00720561	52553	SWEEPSTAKES UNLIMITED	02/27/18	40.00
00720562	66264	SYSTEMS GROUP	02/27/18	2,728.82
00720563	264009	TANIS LINDSAY E	02/27/18	68.37
00720564	666214	TYGRETTE DEBRA R	02/27/18	332.00
00720565	28617	VERIZON WIRELESS	02/27/18	1,352.33
00720566	544338	WESTAR REAL PROPERTY SERVICES	02/27/18	14,281.36
00720567	24560	WIRELESS ADVANCED COMMUNICATIO	02/27/18	21,976.80
00720568	152650	WORKPLACE RESOURCE	02/27/18	533.91
00720569	92387	YANCY KAMI L	02/27/18	99.00
00720570	32293	ACAN	02/28/18	140.00
00720572	433987	ADCO DISTRICT ATTORNEY'S OFFIC	02/28/18	666.19
00720574	3020	BENNETT TOWN OF	02/28/18	1,500.00
00720575	645697	BURG ADAM	02/28/18	348.00
00720577	255194	CHAMBERS HOLDINGS LLC	02/28/18	14,731.55
00720580	304520	DELL PREFERRED ACCOUNT	02/28/18	12,777.24
00720581	58895	DIRSEC	02/28/18	42,971.67
00720582	219483	ECONOMIC & PLANNING SYSTEMS IN	02/28/18	15,750.00
00720584	438625	GOVERNOR'S OFFICE OF IT	02/28/18	820.70
00720585	613784	GRUPOS ELITE ENTERTAINMENT INC	02/28/18	15,000.00
00720586	535598	JACHIMIAK PETERSON LLC	02/28/18	20,483.39
00720588	92872	MONTOYA ABEL M	02/28/18	348.00
00720589	42431	MOUNTAIN STATES IMAGING LLC	02/28/18	2,840.66
00720590	42881	NORTHGLENN CITY OF	02/28/18	75.00
00720591	617372	PIPKIN CHRIS	02/28/18	2,497.50
00720593	255505	SHERMAN & HOWARD LLC	02/28/18	1,988.40
00720595	42818	STATE OF COLORADO	02/28/18	664.05
00720596	42818	STATE OF COLORADO	02/28/18	39.17
00720597	42818	STATE OF COLORADO	02/28/18	10,829.74

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720598	42818	STATE OF COLORADO	02/28/18	342.50
00720600	429950	TAYLOR RAYLENE	02/28/18	95.81
00720603	227044	SOUTHWESTERN PAINTING	02/28/18	10,004.00
00720604	227044	SOUTHWESTERN PAINTING	02/28/18	14,667.00
00720605	227044	SOUTHWESTERN PAINTING	02/28/18	4,893.00
00720606	227044	SOUTHWESTERN PAINTING	02/28/18	6,278.00
00720607	227044	SOUTHWESTERN PAINTING	02/28/18	3,441.00
00720669	13887	BOULDER COUNTY SHERIFF	03/01/18	20.00
00720670	6331	COLO ASSESSORS ASSN	03/01/18	220.00
00720671	13136	EMPLOYERS COUNCIL SERVICES INC	03/01/18	5,600.00
00720672	686483	GREEN MICHAEL AND LAURA	03/01/18	150.00
00720673	686486	MILLS ELIZABETH	03/01/18	493.91
00720674	12383	PEPPERDINE'S MARKING PRODUCTS	03/01/18	24.75
00720675	80166	REAP	03/01/18	30,000.00
00720676	20607	ROBERTS LISA D	03/01/18	82.25
00720678	26297	SENIORS RESOURCE CENTER INC	03/01/18	84,872.67
00720679	686489	ULIBARRI MEGAN	03/01/18	35.00
00720680	112182	VALENTE LARRY F	03/01/18	250.00
00720683	227044	SOUTHWESTERN PAINTING	03/01/18	2,132.00
00720684	227044	SOUTHWESTERN PAINTING	03/01/18	12,166.00
00720685	227044	SOUTHWESTERN PAINTING	03/01/18	12,166.00
00720686	227044	SOUTHWESTERN PAINTING	03/01/18	12,166.00
00720687	227044	SOUTHWESTERN PAINTING	03/01/18	13,426.00
00720688	414193	BMC SOFTWARE INC	03/01/18	8,252.84
00720690	338733	CALERO SOFTWARE LLC	03/01/18	3,029.87
00720692	40398	CINTAS CORPORATION #66	03/01/18	142.24
00720693	44006	COLO ASSN OF PERMIT TECHNICIAN	03/01/18	85.00
00720694	48089	COMCAST BUSINESS	03/01/18	1,700.00
00720695	274030	COMMUNICATION CONSTRUCTION & E	03/01/18	2,500.00
00720697	564091	DENTONS US LLP	03/01/18	10,500.00
00720698	294059	GROUNDS SERVICE COMPANY	03/01/18	171.00
00720699	140791	LATITUDE GEOGRAPHICS GROUP LTD	03/01/18	11,200.00
00720700	680163	MCI A VERIZON CO	03/01/18	559.05
00720701	105431	MIRAGE RECOVERY SERVICE	03/01/18	3,000.00
00720702	13591	MWI VETERINARY SUPPLY CO	03/01/18	1,973.35
00720703	42881	NORTHGLENN CITY OF	03/01/18	80.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720704	282112	ORACLE AMERICA INC	03/01/18	6,414.82
00720705	308437	RANDSTAD US LP	03/01/18	762.55
00720706	145355	SANITY SOLUTIONS INC	03/01/18	18,552.00
00720707	574170	SCHULTZ PUBLIC AFFAIRS LLC	03/01/18	4,333.33
00720708	13951	TDS TELECOM	03/01/18	842.39
00720710	158184	UTILITY NOTIFICATION CENTER OF	03/01/18	178.35
00720711	40340	WINDSTREAM COMMUNICATIONS	03/01/18	2,293.99
00720712	338508	WRIGHTWAY INDUSTRIES INC	03/01/18	78.20
00720713	238036	A AND A LLC	03/01/18	151.00
00720714	35652	ABELMAN LAW OFFICE	03/01/18	19.00
00720715	37424	BC SERVICES INC	03/01/18	19.00
00720716	37424	BC SERVICES INC	03/01/18	19.00
00720717	37424	BC SERVICES INC	03/01/18	19.00
00720718	189616	CREDIT SERVICE COMPANY, INC	03/01/18	19.00
00720719	222116	DERBY MOBILE HOME PARK	03/01/18	66.00
00720720	426777	FRANCY LAW FIRM	03/01/18	19.00
00720721	223411	GIRSH AND ROTTMAN	03/01/18	19.00
00720722	219323	HINDMANSANCHEZ	03/01/18	38.00
00720723	358482	HOLST AND BOETTCHER	03/01/18	57.00
00720724	219608	JUSTICE AND MERCY LEGAL AID CL	03/01/18	19.00
00720725	259756	KLASS PHILIP	03/01/18	264.00
00720726	166679	LEACHMAN, MARK A	03/01/18	38.00
00720727	381372	MACHOL & JOHANNES, LLC	03/01/18	76.00
00720728	230952	MILLER COHEN PETERSON YOUNG P.	03/01/18	57.00
00720729	300777	MOELLER GRAF PC	03/01/18	19.00
00720730	374475	MOORE LAW GROUP APC	03/01/18	19.00
00720731	230316	OLD DOMINION MANAGEMENT	03/01/18	66.00
00720732	679694	ROBINSON AND HENRY	03/01/18	66.00
00720733	71946	SPRINGMAN, BRADEN, WILSON & PO	03/01/18	330.00
00720734	218715	TSCHETTER HAMRICK SULZER	03/01/18	6,204.00
00720735	23977	VINCI LAW OFFICE	03/01/18	19.00
00720736	27815	WAKEFIELD & ASSOCIATES INC	03/01/18	38.00
00720737	163075	WINZENBURG, LEFF, PURVIS & PAY	03/01/18	19.00
00720738	57887	WYN T TAYLOR	03/01/18	19.00
00720747	308500	BUCKALEW RANDY	03/02/18	400.00
00720748	185395	BUCKLEY FIELD YOUNG MARINES	03/02/18	400.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720757	13320	I B E W LOCAL #68	03/02/18	650.00
00720758	686459	LOR MAYKO	03/02/18	225.00
00720765	686457	ROLLISON AUSTIN	03/02/18	75.00
00720788	686458	WORD ALIVE MINISTRIES	03/02/18	400.00
00720803	686456	YENG MAY	03/02/18	400.00
			Fund Total	707,091.24

Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720482	16237	SAM HILL OIL INC	02/26/18	32,371.32
00720491	24560	WIRELESS ADVANCED COMMUNICATIO	02/26/18	40,263.78
00720592	16237	SAM HILL OIL INC	02/28/18	7,657.71
00720594	99671	SPRADLEY BARR FORD GREELEY	02/28/18	28,786.00
00720746	686652	BROWN GALEY JONATHAN	03/02/18	950.00
			Fund Total	110,028.81

Net Warrants by Fund Detail

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Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720484	686367	SPERO CLYDE	02/26/18	4,500.00
Fund Total				4,500.00

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720691	34467	CDOT PROJECT	03/01/18	68,078.14
00720709	283725	UNIVERSAL FIELD SERVICES INC	03/01/18	1,746.84
00720739	12012	ALSCO AMERICAN INDUSTRIAL	03/02/18	317.27
00720744	49497	BFI TOWER ROAD LANDFILL	03/02/18	8,626.83
00720749	43659	CINTAS FIRST AID & SAFETY	03/02/18	66.85
00720750	2305	COBITCO INC	03/02/18	211.20
00720754	7281	DENCO SALES	03/02/18	370.08
00720755	346750	FACTORY MOTOR PARTS	03/02/18	6.52
00720759	21134	METECH RECYCLING	03/02/18	661.95
00720763	45515	OFFICE SCAPES	03/02/18	2,269.46
00720764	556555	PREMIER PORTABLES	03/02/18	460.00
00720768	1007	UNITED POWER (UNION REA)	03/02/18	160.25
00720769	1007	UNITED POWER (UNION REA)	03/02/18	16.50
00720770	1007	UNITED POWER (UNION REA)	03/02/18	33.00
00720771	1007	UNITED POWER (UNION REA)	03/02/18	88.49
00720772	1007	UNITED POWER (UNION REA)	03/02/18	33.00
00720773	1007	UNITED POWER (UNION REA)	03/02/18	20.11
00720774	1007	UNITED POWER (UNION REA)	03/02/18	36.00
00720775	1007	UNITED POWER (UNION REA)	03/02/18	34.00
00720776	1007	UNITED POWER (UNION REA)	03/02/18	128.05
00720777	1007	UNITED POWER (UNION REA)	03/02/18	189.76
00720778	1007	UNITED POWER (UNION REA)	03/02/18	39.79
00720779	1007	UNITED POWER (UNION REA)	03/02/18	109.54
00720780	1007	UNITED POWER (UNION REA)	03/02/18	16.50
00720781	1007	UNITED POWER (UNION REA)	03/02/18	48.84
00720782	1007	UNITED POWER (UNION REA)	03/02/18	48.84
00720783	1007	UNITED POWER (UNION REA)	03/02/18	23.16
00720784	1007	UNITED POWER (UNION REA)	03/02/18	16.50
00720785	158184	UTILITY NOTIFICATION CENTER OF	03/02/18	301.60
00720789	13822	XCEL ENERGY	03/02/18	38.83
00720790	13822	XCEL ENERGY	03/02/18	127.46
00720791	13822	XCEL ENERGY	03/02/18	23.41
00720792	13822	XCEL ENERGY	03/02/18	152.26
00720793	13822	XCEL ENERGY	03/02/18	1,214.73
00720794	13822	XCEL ENERGY	03/02/18	3,024.40
00720795	13822	XCEL ENERGY	03/02/18	100.41

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720796	13822	XCEL ENERGY	03/02/18	190.05
00720797	13822	XCEL ENERGY	03/02/18	131.27
00720798	13822	XCEL ENERGY	03/02/18	23,247.73
00720799	13822	XCEL ENERGY	03/02/18	203.58
00720800	13822	XCEL ENERGY	03/02/18	2.97
00720801	13822	XCEL ENERGY	03/02/18	236.58
00720802	13822	XCEL ENERGY	03/02/18	42.32
Fund Total				112,895.07

Net Warrants by Fund Detail

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Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720512	331018	AED AUTHORITY	02/27/18	780.00
00720526	2157	COLO OCCUPATIONAL MEDICINE PHY	02/27/18	550.00
00720540	682207	INSIGHT AUTO GLASS LLC	02/27/18	645.00
Fund Total				1,975.00

County of Adams
Net Warrants by Fund Detail

27

Open Space Projects Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720601	47323	WESTERN STATES RECLAMATION INC	02/28/18	1,016.00
			Fund Total	1,016.00

Net Warrants by Fund Detail

28Open Space Sales Tax Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720689	43146	BRIGHTON CITY OF	03/01/18	16,000.00
00720740	5410	ARVADA CITY OF	03/02/18	17,357.98
00720741	1080	AURORA CITY OF	03/02/18	409,820.53
00720743	3020	BENNETT TOWN OF	03/02/18	14,787.64
00720745	43146	BRIGHTON CITY OF	03/02/18	254,820.64
00720751	6720	COMMERCE CITY CITY OF	03/02/18	265,496.73
00720756	13456	FEDERAL HEIGHTS CITY OF	03/02/18	43,053.09
00720762	43149	NORTHGLENN CITY OF	03/02/18	169,523.08
00720766	37327	THORNTON CITY OF	03/02/18	586,569.71
00720787	1067	WESTMINSTER CITY OF	03/02/18	312,218.99
			Fund Total	2,089,648.39

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720571	8801361	ADAMS COUNTY SHERIFF DEPT	02/28/18	5.00
00720576	327914	CESCO LINGUISTIC SERVICE INC	02/28/18	1,662.63
00720578	5078	COLO DEPT OF HUMAN SERVICES	02/28/18	28.00
00720579	248029	COMMUNITY REACH CENTER FOUNDAT	02/28/18	6,190.04
00720583	28726	G & K SERVICES	02/28/18	135.28
00720587	555192	KROHM RON M	02/28/18	250.00
00720599	13770	SYSCO DENVER	02/28/18	3,696.48
00720602	31360	WESTMINSTER PRESBYTERIAN CHURC	02/28/18	190.22
			Fund Total	12,157.65

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720552	189016	PROJECT ANGEL HEART	02/27/18	9,091.06
			Fund Total	9,091.06

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720696	1483	COMPUTER SYSTEMS DESIGN	03/01/18	4,800.00
00720742	686555	BARGAS JR JESSE	03/02/18	40.00
00720752	255001	COPYCO QUALITY PRINTING INC	03/02/18	672.74
00720753	686557	CRUMBY ALEXANDRA	03/02/18	80.00
00720760	686558	MILLER JOSHUA	03/02/18	80.00
00720761	669008	MIRAMONTES KARINA	03/02/18	40.00
00720767	659280	TICHENOR-DOWNEY CIERA	03/02/18	20.00
00720786	8076	VERIZON WIRELESS	03/02/18	427.33
Fund Total				6,160.07

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00720467	80118	AT&T CORP	02/26/18	100.09
00720470	2381	COLO ANALYTICAL LABORATORY	02/26/18	168.00
00720477	443757	NRG DGPV FUND 1 LLC	02/26/18	232.67
00720478	443757	NRG DGPV FUND 1 LLC	02/26/18	513.73
00720479	443757	NRG DGPV FUND 1 LLC	02/26/18	100.15
00720480	443757	NRG DGPV FUND 1 LLC	02/26/18	235.11
00720483	37110	SB PORTA BOWL RESTROOMS INC	02/26/18	396.00
00720485	33604	STATE OF COLORADO	02/26/18	711.00
00720486	33604	STATE OF COLORADO	02/26/18	8.67
00720573	88281	ALBERTS WATER & WASTEWATER SER	02/28/18	3,000.00
00720677	366395	RUPPEL DAVID	03/01/18	241.50
Fund Total				5,706.92

County of Adams
Net Warrants by Fund Detail

Grand Total 3,060,270.21

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	919820	300032	02/15/18	86.89
					Account Total	86.89
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	919826	300032	02/15/18	396.00
					Account Total	396.00
					Department Total	482.89

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	919820	300032	02/15/18	<u>6.60</u>
					Account Total	<u>6.60</u>
					Department Total	<u><u>6.60</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Licenses and Fees					
	STATE OF COLORADO	00043	919818	300029	02/15/18	19.00-
	STATE OF COLORADO	00043	919818	300029	02/15/18	.18
	STATE OF COLORADO	00043	919819	300029	02/15/18	.23-
	STATE OF COLORADO	00043	919819	300029	02/15/18	.01
					Account Total	19.04-
					Department Total	19.04-

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	919867	300146	02/16/18	232.67
	NRG DGPV FUND 1 LLC	00043	919868	300146	02/16/18	513.73
	NRG DGPV FUND 1 LLC	00043	919869	300146	02/16/18	100.15
	NRG DGPV FUND 1 LLC	00043	919870	300146	02/16/18	235.11
					Account Total	1,081.66
	Telephone					
	AT&T CORP	00043	919820	300032	02/15/18	6.60
					Account Total	6.60
					Department Total	1,088.26

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	NORTHGLENN CITY OF	00001	920546	300702	02/26/18	75.00
					Account Total	75.00
	Legal Notices					
	COLORADO COMMUNITY MEDIA	00001	920156	300565	02/23/18	897.00
					Account Total	897.00
	Special Events					
	ALMOST HOME INC	00001	920164	300567	02/23/18	1,000.00
	COMMUNITY REACH CENTER	00001	920165	300571	02/23/18	3,100.00
					Account Total	4,100.00
					Department Total	5,072.00

County of Adams
Vendor Payment Report

<u>1024</u>	<u>Budget Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TAYLOR RAYLENE	00001	920687	300868	02/27/18	95.81
					Account Total	95.81
					Department Total	95.81

County of Adams
Vendor Payment Report

<u>3060</u>	<u>Code Compliance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MIRAGE RECOVERY SERVICE	00001	920586	300789	02/27/18	1,000.00
	MIRAGE RECOVERY SERVICE	00001	920588	300789	02/27/18	1,000.00
	MIRAGE RECOVERY SERVICE	00001	920589	300789	02/27/18	1,000.00
					Account Total	<u>3,000.00</u>
					Department Total	<u><u>3,000.00</u></u>

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	920574	300705	02/27/18	41,604.54
	SENIORS RESOURCE CENTER INC	00001	920576	300705	02/27/18	43,268.13
					Account Total	<u>84,872.67</u>
					Department Total	<u><u>84,872.67</u></u>

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	920553	300773	02/27/18	220.00
					Account Total	220.00
	Operating Supplies					
	PEPPERDINE'S MARKING PRODUCTS	00001	920554	300773	02/27/18	24.75
					Account Total	24.75
	Special Events					
	ROBERTS LISA D	00001	920555	300773	02/27/18	82.25
					Account Total	82.25
					Department Total	327.00

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADAMS / BROOMFIELD BAR ASSN	00001	920057	300394	02/21/18	30.00
					Account Total	30.00
	Education & Training					
	BOULDER COUNTY SHERIFF	00001	920556	300774	02/27/18	20.00
	EMPLOYERS COUNCIL SERVICES INC	00001	920059	300394	02/21/18	139.00
					Account Total	159.00
	Other Professional Serv					
	GREEN MICHAEL AND LAURA	00001	920563	300705	02/27/18	150.00
	SWEEPSTAKES UNLIMITED	00001	920051	300394	02/21/18	50.00
	SWEEPSTAKES UNLIMITED	00001	920052	300394	02/21/18	40.00
	SWEEPSTAKES UNLIMITED	00001	920053	300394	02/21/18	30.00
	SWEEPSTAKES UNLIMITED	00001	920054	300394	02/21/18	40.00
	VALENTE LARRY F	00001	920561	300705	02/27/18	250.00
					Account Total	560.00
	Travel & Transportation					
	MILLS ELIZABETH	00001	920547	300705	02/26/18	493.91
					Account Total	493.91
					Department Total	1,242.91

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GONZALES RAYMOND	00001	920355	300698	02/26/18	194.75
	OSTLER BRYAN	00001	920357	300698	02/26/18	194.75
					Account Total	<u>389.50</u>
					Department Total	<u><u>389.50</u></u>

County of Adams
Vendor Payment Report

<u>1052</u>	<u>Criminal Justice Coord Council</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	ALLEN DEBRA JEAN	00001	920127	300488	02/22/18	<u>129.49</u>
					Account Total	<u>129.49</u>
					Department Total	<u><u>129.49</u></u>

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety - Equipment					
	AED AUTHORITY	00019	920055	300394	02/21/18	780.00
					Account Total	780.00
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	920056	300394	02/21/18	550.00
					Account Total	550.00
					Department Total	1,330.00

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	ADAMS / BROOMFIELD BAR ASSN	00001	920058	300394	02/21/18	120.00
	TANIS LINDSAY E	00001	920048	300394	02/21/18	68.37
					Account Total	188.37
					Department Total	188.37

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	920186	300589	02/23/18	227.02
					Account Total	227.02
	Mileage Reimbursements					
	FISHER JULIE	00001	920177	300586	02/23/18	563.31
					Account Total	563.31
	Office Furniture					
	WORKPLACE RESOURCE	00001	920187	300589	02/23/18	533.91
					Account Total	533.91
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	920180	300589	02/23/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	920181	300589	02/23/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	920182	300589	02/23/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	920183	300589	02/23/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	920184	300589	02/23/18	17.19
	ALSCO AMERICAN INDUSTRIAL	00001	920185	300589	02/23/18	18.41
					Account Total	126.20
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	920178	300589	02/23/18	1,836.95
	ALLIED UNIVERSAL SECURITY SERV	00001	920179	300589	02/23/18	1,884.01
					Account Total	3,720.96
					Department Total	5,171.40

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	PROJECT ANGEL HEART	00034	920264	300653	02/26/18	<u>9,091.06</u>
					Account Total	<u>9,091.06</u>
					Department Total	<u><u>9,091.06</u></u>

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	920607	300806	02/27/18	820.70
					Account Total	820.70
	Other Professional Serv					
	ACAN	00001	920606	300806	02/27/18	140.00
	MARGENAU ASSOCIATES INC	00001	920123	300476	02/22/18	2,547.00
					Account Total	2,687.00
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	920605	300806	02/27/18	128.07
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	920605	300806	02/27/18	142.98
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	920605	300806	02/27/18	165.43
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	920605	300806	02/27/18	229.71
					Account Total	666.19
					Department Total	<u>4,173.89</u>

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	AZZOLINA CAROL	00001	920584	300788	02/27/18	<u>60.03</u>
					Account Total	<u>60.03</u>
					Department Total	<u><u>60.03</u></u>

County of Adams
Vendor Payment Report

<u>7041</u>	<u>Economic Development Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	REAP	00001	920573	300705	02/27/18	<u>30,000.00</u>
					Account Total	<u>30,000.00</u>
					Department Total	<u><u>30,000.00</u></u>

County of Adams
Vendor Payment Report

<u>97802</u>	<u>Employment Support Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	920713	300956	02/28/18	<u>349.86</u>
					Account Total	<u>349.86</u>
					Department Total	<u><u>349.86</u></u>

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SAM HILL OIL INC	00006	920189	300595	02/23/18	14,285.43
	SAM HILL OIL INC	00006	920191	300595	02/23/18	2,284.18
	SAM HILL OIL INC	00006	920192	300595	02/23/18	15,801.71
	SAM HILL OIL INC	00006	920667	300855	02/27/18	6,574.59
	SAM HILL OIL INC	00006	920668	300855	02/27/18	1,083.12
	SPRADLEY BARR FORD GREELEY	00006	920669	300855	02/27/18	28,786.00
	WIRELESS ADVANCED COMMUNICATIO	00006	920193	300595	02/23/18	40,263.78
					Account Total	109,078.81
					Department Total	109,078.81

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	AAA PEST PROS	00005	920126	300476	02/22/18	35.00
	ACADEMY ROOFING INC	00005	920117	300476	02/22/18	1,680.00
	SYSTEMS GROUP	00005	920119	300476	02/22/18	2,348.96
	SYSTEMS GROUP	00005	920120	300476	02/22/18	379.86
					Account Total	4,443.82
					Department Total	4,443.82

County of Adams
Vendor Payment Report

<u>9114</u>	<u>Fleet- Commerce</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tools Reimbursement					
	BROWN GALEY JONATHAN	00006	920844	301053	03/01/18	800.00
					Account Total	800.00
	Uniforms & Cleaning					
	BROWN GALEY JONATHAN	00006	920843	301053	03/01/18	150.00
					Account Total	150.00
					Department Total	950.00

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	919818	300029	02/15/18	729.82
	STATE OF COLORADO	00043	919819	300029	02/15/18	8.89
					Account Total	738.71
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	920578	300780	02/27/18	3,000.00
					Account Total	3,000.00
					Department Total	3,738.71

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	920658	300848	02/27/18	1,500.00
	CHAMBERS HOLDINGS LLC	00001	920657	300848	02/27/18	14,731.55
	WESTAR REAL PROPERTY SERVICES	00001	920121	300476	02/22/18	14,281.36
					Account Total	30,512.91
	Gas & Electricity					
	Energy Cap Bill ID=8145	00001	920309	300679	02/20/18	256.94
	Energy Cap Bill ID=8146	00001	920310	300679	02/20/18	44.65
	Energy Cap Bill ID=8157	00001	920311	300679	02/12/18	168.67
					Account Total	470.26
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	200.00
					Account Total	200.00
					Department Total	31,183.17

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>80.00</u>
					Account Total	<u>80.00</u>
					Department Total	<u><u>80.00</u></u>

County of Adams
Vendor Payment Report

<u>1113</u>	<u>FO - Children & Family Service</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8148	00001	920312	300679	02/15/18	2,148.46
					Account Total	2,148.46
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	40.00
					Account Total	40.00
					Department Total	2,188.46

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	60.00
					Account Total	60.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8154	00001	920300	300679	02/13/18	350.75
					Account Total	350.75
					Department Total	410.75

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>60.00</u>
					Account Total	<u>60.00</u>
					Department Total	<u><u>60.00</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00050	920126	300476	02/22/18	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	920116	300476	02/22/18	1,545.17
	Energy Cap Bill ID=8149	00001	920307	300679	02/14/18	22,392.00
	Energy Cap Bill ID=8150	00001	920308	300679	02/14/18	3,046.00
					Account Total	26,983.17
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	145.00
					Account Total	145.00
					Department Total	27,128.17

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=8147	00001	920301	300679	02/20/18	227.37
					Account Total	227.37
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	160.00
					Account Total	160.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8151	00001	920302	300679	02/13/18	45.65
	Energy Cap Bill ID=8152	00001	920303	300679	02/13/18	24.24
	Energy Cap Bill ID=8155	00001	920304	300679	02/13/18	405.03
	Energy Cap Bill ID=8156	00001	920305	300679	02/13/18	45.65
					Account Total	520.57
					Department Total	907.94

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>50.00</u>
					Account Total	<u>50.00</u>
					Department Total	<u><u>50.00</u></u>

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MORENO DENNIS	00001	920122	300476	02/22/18	3,803.57
					Account Total	3,803.57
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	135.00
	SUMMIT LABORATORIES INC	00001	920115	300476	02/22/18	410.00
					Account Total	545.00
	Repair & Maint Supplies					
	SUPER TECH FILTER	00001	920112	300476	02/22/18	3,601.80
					Account Total	3,601.80
					Department Total	7,950.37

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO CARPET CENTER INC	00001	920118	300476	02/22/18	2,225.00
					Account Total	<u>2,225.00</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	325.00
					Account Total	<u>325.00</u>
					Department Total	<u><u>2,550.00</u></u>

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	65.00
					Account Total	65.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8153	00001	920306	300679	02/13/18	1,152.74
					Account Total	1,152.74
					Department Total	<u>1,217.74</u>

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>55.00</u>
					Account Total	<u>55.00</u>
					Department Total	<u><u>55.00</u></u>

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	<u>55.00</u>
					Account Total	<u>55.00</u>
					Department Total	<u><u>55.00</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALLIED UNIVERSAL SECURITY SERV	00001	920101	300475	02/22/18	15,768.74
	BI INCORPORATED	00001	920196	300602	02/23/18	4,102.63
	BMC SOFTWARE INC	00001	920869	301056	03/01/18	8,252.84
	CALERO SOFTWARE LLC	00001	920864	301056	03/01/18	3,029.87
	CHEMATOX LABORATORY INC	00001	920102	300475	02/22/18	1,420.00
	CINTAS CORPORATION #66	00001	920850	301056	03/01/18	142.24
	COMMUNITY REACH CENTER	00001	920103	300475	02/22/18	20,627.40
	COMMUNITY REACH CENTER	00001	920197	300602	02/23/18	42,248.00
	COMMUNITY REACH CENTER	00001	920198	300602	02/23/18	2,800.00
	DELL PREFERRED ACCOUNT	00001	920682	300855	02/27/18	12,777.24
	DENTONS US LLP	00001	920861	301056	03/01/18	10,500.00
	DIRSEC	00001	920247	300580	02/26/18	42,971.67
	ECONOMIC & PLANNING SYSTEMS IN	00001	920684	300855	02/27/18	15,750.00
	GROUNDS SERVICE COMPANY	00001	920857	301056	03/01/18	171.00
	GRUPOS ELITE ENTERTAINMENT INC	00001	920685	300855	02/27/18	15,000.00
	HILL & ROBBINS	00001	920194	300595	02/23/18	604.74
	JACHIMIAK PETERSON LLC	00001	920558	300580	02/27/18	3,090.20
	JACHIMIAK PETERSON LLC	00001	920558	300580	02/27/18	17,393.19
	KD SERVICE GROUP	00001	920104	300475	02/22/18	195.00
	KD SERVICE GROUP	00001	920199	300602	02/23/18	1,125.00
	LATITUDE GEOGRAPHICS GROUP LTD	00001	920867	301056	03/01/18	2,300.00
	LATITUDE GEOGRAPHICS GROUP LTD	00001	920868	301056	03/01/18	8,900.00
	LEXIS NEXIS MATTHEW BENDER	00001	920200	300602	02/23/18	1,616.99
	LEXIS NEXIS MATTHEW BENDER	00001	920200	300602	02/23/18	456.00
	MOUNTAIN STATES IMAGING LLC	00001	920683	300855	02/27/18	2,840.66
	MWI VETERINARY SUPPLY CO	00001	920851	301056	03/01/18	28.33
	MWI VETERINARY SUPPLY CO	00001	920853	301056	03/01/18	259.02
	MWI VETERINARY SUPPLY CO	00001	920855	301056	03/01/18	1,053.75
	MWI VETERINARY SUPPLY CO	00001	920856	301056	03/01/18	632.25
	ORACLE AMERICA INC	00001	920865	301056	03/01/18	1,925.85
	ORACLE AMERICA INC	00001	920866	301056	03/01/18	4,488.97
	PIPKIN CHRIS	00001	920174	300580	02/23/18	2,497.50
	PTS OF AMERICA LLC	00001	920105	300475	02/22/18	958.00
	RANDSTAD US LP	00001	920852	301056	03/01/18	762.55
	SANITY SOLUTIONS INC	00001	920859	301056	03/01/18	18,552.00

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SCHULTZ PUBLIC AFFAIRS LLC	00001	920860	301056	03/01/18	4,333.33
	SHERMAN & HOWARD LLC	00001	920686	300855	02/27/18	1,988.40
	SOUTHWESTERN PAINTING	00001	920875	301071	03/01/18	2,132.00
	SOUTHWESTERN PAINTING	00001	920876	301071	03/01/18	12,166.00
	SOUTHWESTERN PAINTING	00001	920877	301071	03/01/18	12,166.00
	SOUTHWESTERN PAINTING	00001	920878	301071	03/01/18	12,166.00
	SOUTHWESTERN PAINTING	00001	920879	301071	03/01/18	13,426.00
	SOUTHWESTERN PAINTING	00001	920809	300981	02/28/18	10,004.00
	SOUTHWESTERN PAINTING	00001	920810	300981	02/28/18	14,667.00
	SOUTHWESTERN PAINTING	00001	920811	300981	02/28/18	4,893.00
	SOUTHWESTERN PAINTING	00001	920812	300981	02/28/18	6,278.00
	SOUTHWESTERN PAINTING	00001	920813	300981	02/28/18	3,441.00
	STATE OF COLORADO	00001	920678	300855	02/27/18	664.05
	STATE OF COLORADO	00001	920678	300855	02/27/18	39.17
	STATE OF COLORADO	00001	920679	300855	02/27/18	10,829.74
	STATE OF COLORADO	00001	920679	300855	02/27/18	342.50
	SUMMIT FOOD SERVICE LLC	00001	920106	300475	02/22/18	27,422.59
	SUMMIT FOOD SERVICE LLC	00001	920107	300475	02/22/18	5,170.79
	T&G PECOS LLC	00001	920108	300475	02/22/18	900.00
	TOSHIBA FINANCIAL SERVICES	00001	920109	300475	02/22/18	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	920109	300475	02/22/18	1,278.28
	TOSHIBA FINANCIAL SERVICES	00001	920109	300475	02/22/18	187.44
	TOSHIBA FINANCIAL SERVICES	00001	920109	300475	02/22/18	1,050.52
	TYGRETTE DEBRA R	00001	920110	300475	02/22/18	330.00
	TYGRETTE DEBRA R	00001	920111	300475	02/22/18	299.00
	TYGRETTE DEBRA R	00001	920201	300602	02/23/18	332.00
	WRIGHTWAY INDUSTRIES INC	00001	920854	301056	03/01/18	78.20
					Account Total	414,697.66
					Department Total	414,697.66

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	EMPLOYERS COUNCIL SERVICES INC	00001	920570	300705	02/27/18	<u>5,600.00</u>
					Account Total	<u>5,600.00</u>
					Department Total	<u><u>5,600.00</u></u>

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	920671	300855	02/27/18	95.00
	CESCO LINGUISTIC SERVICE INC	00031	920672	300855	02/27/18	130.00
	CESCO LINGUISTIC SERVICE INC	00031	920673	300855	02/27/18	1,060.78
	CESCO LINGUISTIC SERVICE INC	00031	920674	300855	02/27/18	95.00
	CESCO LINGUISTIC SERVICE INC	00031	920675	300855	02/27/18	161.85
	CESCO LINGUISTIC SERVICE INC	00031	920676	300855	02/27/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	920677	300855	02/27/18	60.00
	SYSCO DENVER	00031	920670	300855	02/27/18	3,064.75
	SYSCO DENVER	00031	920670	300855	02/27/18	631.73
					Account Total	<u>5,359.11</u>
					Department Total	<u><u>5,359.11</u></u>

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	125.00
	COMMERCIAL CLEANING SYSTEMS	00001	920124	300476	02/22/18	250.00
					Account Total	<u>375.00</u>
					Department Total	<u><u>375.00</u></u>

County of Adams
Vendor Payment Report

<u>935118</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	920314	300670	02/26/18	6,190.04
					Account Total	6,190.04
	Education & Training					
	KROHM RON M	00031	920298	300670	02/26/18	250.00
					Account Total	250.00
	Operating Supplies					
	G & K SERVICES	00031	920297	300670	02/26/18	135.28
					Account Total	135.28
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	920295	300670	02/26/18	5.00
	COLO DEPT OF HUMAN SERVICES	00031	920296	300670	02/26/18	28.00
					Account Total	33.00
	Repair & Maint Supplies					
	WESTMINSTER PRESBYTERIAN CHURC	00031	920299	300670	02/26/18	190.22
					Account Total	190.22
					Department Total	<u>6,798.54</u>

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	INSIGHT AUTO GLASS LLC	00019	920049	300394	02/21/18	250.00
	INSIGHT AUTO GLASS LLC	00019	920050	300394	02/21/18	395.00
					Account Total	<u>645.00</u>
					Department Total	<u><u>645.00</u></u>

County of Adams
Vendor Payment Report

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ISP Services					
	COMCAST BUSINESS	00001	919551	299725	02/12/18	1,700.00
					Account Total	1,700.00
	Other Professional Serv					
	COMMUNICATION CONSTRUCTION & E	00001	920125	300479	02/22/18	2,500.00
	UTILITY NOTIFICATION CENTER OF	00001	919874	300158	02/16/18	178.35
					Account Total	2,678.35
	Telephone					
	MCI A VERIZON CO	00001	919550	299725	02/12/18	559.05
	TDS TELECOM	00001	919872	300158	02/16/18	842.39
	WINDSTREAM COMMUNICATIONS	00001	919873	300158	02/16/18	2,293.99
					Account Total	3,695.43
					Department Total	<u>8,073.78</u>

County of Adams
Vendor Payment Report

<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	BERUBE ANNELI	00001	920195	300596	02/23/18	<u>176.25</u>
					Account Total	<u>176.25</u>
					Department Total	<u><u>176.25</u></u>

County of Adams
Vendor Payment Report

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSN OF PERMIT TECHNICIAN	00001	920626	300814	02/27/18	15.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	920626	300814	02/27/18	25.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	920626	300814	02/27/18	25.00
	COLO ASSN OF PERMIT TECHNICIAN	00001	920626	300814	02/27/18	20.00
	ULIBARRI MEGAN	00001	920571	300705	02/27/18	35.00
					Account Total	120.00
					Department Total	120.00

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WESTERN STATES RECLAMATION INC	00027	920680	300855	02/27/18	683.00
	WESTERN STATES RECLAMATION INC	00027	920680	300855	02/27/18	333.00
					Account Total	<u>1,016.00</u>
					Department Total	<u><u>1,016.00</u></u>

County of Adams
Vendor Payment Report

<u>6203</u>	<u>Open Space Tax- Cities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00028	920596	300804	02/28/18	17,357.98
	AURORA CITY OF	00028	920597	300804	02/28/18	409,820.53
	BENNETT TOWN OF	00028	920598	300804	02/28/18	14,787.64
	BRIGHTON CITY OF	00028	920599	300804	02/28/18	254,820.64
	COMMERCE CITY CITY OF	00028	920600	300804	02/28/18	265,496.73
	FEDERAL HEIGHTS CITY OF	00028	920601	300804	02/28/18	43,053.09
	NORTHGLENN CITY OF	00028	920602	300804	02/28/18	169,523.08
	THORNTON CITY OF	00028	920603	300804	02/28/18	586,569.71
	WESTMINSTER CITY OF	00028	920604	300804	02/28/18	312,218.99
					Account Total	<u>2,073,648.39</u>
					Department Total	<u><u>2,073,648.39</u></u>

County of Adams
Vendor Payment Report

<u>6202</u>	<u>Open Space Tax- Grants</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	BRIGHTON CITY OF	00028	920094	300466	02/22/18	<u>16,000.00</u>
					Account Total	<u>16,000.00</u>
					Department Total	<u><u>16,000.00</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	GUILDNER PIPELINE MAINTENANCE	00001	920113	300476	02/22/18	1,590.00
					Account Total	1,590.00
	Maintenance Contracts					
	AAA PEST PROS	00001	920126	300476	02/22/18	395.00
					Account Total	395.00
					Department Total	1,985.00

County of Adams
Vendor Payment Report

<u>1010</u>	<u>Public Information Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	SIEDLECKI JAMES L	00001	920356	300698	02/26/18	<u>194.75</u>
					Account Total	<u>194.75</u>
					Department Total	<u><u>194.75</u></u>

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	BUCKALEW RANDY	00001	920288	300669	02/26/18	400.00
	BUCKLEY FIELD YOUNG MARINES	00001	920289	300669	02/26/18	400.00
	I B E W LOCAL #68	00001	920290	300669	02/26/18	650.00
	LOR MAYKO	00001	920291	300669	02/26/18	225.00
	ROLLISON AUSTIN	00001	920292	300669	02/26/18	75.00
	WORD ALIVE MINISTRIES	00001	920293	300669	02/26/18	400.00
	YENG MAY	00001	920294	300669	02/26/18	400.00
					Account Total	2,550.00
					Department Total	2,550.00

County of Adams
Vendor Payment Report

<u>5015</u>	<u>PKS- Grounds Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	NORTHGLENN CITY OF	00001	920095	300466	02/22/18	<u>80.00</u>
					Account Total	<u>80.00</u>
					Department Total	<u><u>80.00</u></u>

County of Adams
Vendor Payment Report

<u>1038</u>	<u>Regional Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	BURG ADAM	00001	920595	300805	02/27/18	348.00
	MONTOYA ABEL M	00001	920594	300805	02/27/18	348.00
					Account Total	<u>696.00</u>
					Department Total	<u><u>696.00</u></u>

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CDOT PROJECT	00013	920863	301056	03/01/18	68,078.14
	UNIVERSAL FIELD SERVICES INC	00013	920862	301056	03/01/18	1,746.84
					Account Total	<u>69,824.98</u>
					Department Total	<u><u>69,824.98</u></u>

County of Adams
Vendor Payment Report

<u>4315</u>	<u>SpacePort</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	RUPPEL DAVID	00043	920567	300705	02/27/18	<u>241.50</u>
					Account Total	<u>241.50</u>
					Department Total	<u><u>241.50</u></u>

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Deposits Payable					
	SPERO CLYDE	00007	920176	300585	02/23/18	<u>4,500.00</u>
					Account Total	<u>4,500.00</u>
					Department Total	<u><u>4,500.00</u></u>

County of Adams
Vendor Payment Report

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	920128	300488	02/22/18	<u>219.60</u>
					Account Total	<u>219.60</u>
					Department Total	<u><u>219.60</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Communications Equipment					
	WIRELESS ADVANCED COMMUNICATIO	00001	920166	300488	02/23/18	21,976.80
					Account Total	21,976.80
	Mileage Reimbursements					
	BRANDT STEPHANIE S	00001	920169	300488	02/23/18	35.97
					Account Total	35.97
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	920128	300488	02/22/18	683.38
	COLO ASSN OF CHIEFS OF POLICE	00001	920203	300603	02/23/18	2,287.50
					Account Total	2,970.88
	Travel & Transportation					
	MCINTOSH MICHAEL TODD	00001	920158	300488	02/23/18	338.00
	MCINTOSH MICHAEL TODD	00001	920159	300488	02/23/18	138.00
					Account Total	476.00
	Uniforms & Cleaning					
	NEPTUNE UNIFORMS AND EQUIPMENT	00001	920160	300488	02/23/18	167.00
					Account Total	167.00
					Department Total	25,626.65

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	A AND A LLC	00001	920210	300604	02/23/18	151.00
	ABELMAN LAW OFFICE	00001	920211	300604	02/23/18	19.00
	BC SERVICES INC	00001	920212	300604	02/23/18	19.00
	BC SERVICES INC	00001	920213	300604	02/23/18	19.00
	BC SERVICES INC	00001	920214	300604	02/23/18	19.00
	CREDIT SERVICE COMPANY, INC	00001	920315	300604	02/26/18	19.00
	DERBY MOBILE HOME PARK	00001	920316	300604	02/26/18	66.00
	FRANCY LAW FIRM	00001	920317	300604	02/26/18	19.00
	GIRSH AND ROTTMAN	00001	920318	300604	02/26/18	19.00
	HINDMANSANCHEZ	00001	920319	300604	02/26/18	19.00
	HINDMANSANCHEZ	00001	920320	300604	02/26/18	19.00
	HOLST AND BOETTCHER	00001	920321	300604	02/26/18	19.00
	HOLST AND BOETTCHER	00001	920322	300604	02/26/18	19.00
	HOLST AND BOETTCHER	00001	920323	300604	02/26/18	19.00
	JUSTICE AND MERCY LEGAL AID CL	00001	920324	300604	02/26/18	19.00
	KLASS PHILIP	00001	920325	300604	02/26/18	66.00
	KLASS PHILIP	00001	920326	300604	02/26/18	66.00
	KLASS PHILIP	00001	920327	300604	02/26/18	66.00
	KLASS PHILIP	00001	920328	300604	02/26/18	66.00
	LEACHMAN, MARK A	00001	920333	300604	02/26/18	19.00
	LEACHMAN, MARK A	00001	920334	300604	02/26/18	19.00
	MACHOL & JOHANNES, LLC	00001	920329	300604	02/26/18	19.00
	MACHOL & JOHANNES, LLC	00001	920330	300604	02/26/18	19.00
	MACHOL & JOHANNES, LLC	00001	920331	300604	02/26/18	19.00
	MACHOL & JOHANNES, LLC	00001	920332	300604	02/26/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	920335	300604	02/26/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	920336	300604	02/26/18	19.00
	MILLER COHEN PETERSON YOUNG P.	00001	920337	300604	02/26/18	19.00
	MOELLER GRAF PC	00001	920338	300604	02/26/18	19.00
	MOORE LAW GROUP APC	00001	920339	300604	02/26/18	19.00
	OLD DOMINION MANAGEMENT	00001	920340	300604	02/26/18	66.00
	ROBINSON AND HENRY	00001	920341	300604	02/26/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	920342	300604	02/26/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	920343	300604	02/26/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	920344	300604	02/26/18	66.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SPRINGMAN, BRADEN, WILSON & PO	00001	920345	300604	02/26/18	66.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	920346	300604	02/26/18	66.00
	TSCHETTER HAMRICK SULZER	00001	920352	300604	02/26/18	462.00
	TSCHETTER HAMRICK SULZER	00001	920353	300604	02/26/18	396.00
	TSCHETTER HAMRICK SULZER	00001	920354	300604	02/26/18	5,346.00
	VINCI LAW OFFICE	00001	920347	300604	02/26/18	19.00
	WAKEFIELD & ASSOCIATES INC	00001	920348	300604	02/26/18	19.00
	WAKEFIELD & ASSOCIATES INC	00001	920349	300604	02/26/18	19.00
	WINZENBURG, LEFF, PURVIS & PAY	00001	920350	300604	02/26/18	19.00
	WYN T TAYLOR	00001	920351	300604	02/26/18	19.00
					Account Total	<u>7,698.00</u>
					Department Total	<u><u>7,698.00</u></u>

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BROWN LESLEY	00001	920209	300603	02/23/18	18.31
	ROWLAND CLAUDIA	00001	920206	300603	02/23/18	78.48
					Account Total	96.79
	Operating Supplies					
	NORTHWEST PARKWAY LLC	00001	920204	300603	02/23/18	4.25
					Account Total	4.25
	Other Communications					
	VERIZON WIRELESS	00001	920208	300603	02/23/18	1,352.33
					Account Total	1,352.33
					Department Total	1,453.37

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COLO JAIL ASSN	00001	920132	300488	02/22/18	180.00
					Account Total	180.00
	Mileage Reimbursements					
	BOWMAN LORI	00001	920129	300488	02/22/18	57.23
					Account Total	57.23
	Operating Supplies					
	NORTHWEST PARKWAY LLC	00001	920204	300603	02/23/18	22.55
	NORTHWEST PARKWAY LLC	00001	920205	300603	02/23/18	9.80
					Account Total	32.35
	Other Repair & Maint					
	DELINTZ DRYER VENT CLEANING SE	00001	920167	300488	02/23/18	100.00
	DELINTZ DRYER VENT CLEANING SE	00001	920168	300488	02/23/18	548.00
					Account Total	648.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	920149	300488	02/22/18	583.45
					Account Total	583.45
	Special Events					
	SUMMIT FOOD SERVICE LLC	00001	920162	300488	02/23/18	2,605.73
					Account Total	2,605.73
	Travel & Transportation					
	DOUGHERTY BRIDGETT P	00001	920131	300488	02/22/18	99.00
	PAGE LEE ALLEN	00001	920161	300488	02/23/18	99.00
	YANCY KAMI L	00001	920163	300488	02/23/18	99.00
					Account Total	297.00
					Department Total	<u>4,403.76</u>

County of Adams
Vendor Payment Report

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	HER CHER	00001	920155	300488	02/22/18	<u>99.00</u>
					Account Total	<u>99.00</u>
					Department Total	<u><u>99.00</u></u>

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	920202	300603	02/23/18	18.85
	NORTHWEST PARKWAY LLC	00001	920204	300603	02/23/18	8.30
					Account Total	<u>27.15</u>
	Other Communications					
	COMCAST CABLE	00001	920207	300603	02/23/18	1.06
	LEXISNEXIS RISK SOLUTIONS	00001	920157	300488	02/23/18	100.79
					Account Total	<u>101.85</u>
					Department Total	<u><u>129.00</u></u>

County of Adams
Vendor Payment Report

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	COLWELL JANA L	00001	920130	300488	02/22/18	<u>99.00</u>
					Account Total	<u>99.00</u>
					Department Total	<u><u>99.00</u></u>

County of Adams
Vendor Payment Report

<u>2024</u>	<u>SHF- Volunteer Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	LEARNING FOR LIFE	00001	920188	300488	02/23/18	<u>496.00</u>
					Account Total	<u>496.00</u>
					Department Total	<u><u>496.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Debris Removal					
	BFI TOWER ROAD LANDFILL	00013	920835	301042	03/01/18	3,184.49
	BFI TOWER ROAD LANDFILL	00013	920836	301042	03/01/18	5,442.34
	METECH RECYCLING	00013	920832	301042	03/01/18	661.95
					Account Total	9,288.78
	Office Furniture					
	OFFICE SCAPES	00013	920833	301042	03/01/18	2,269.46
					Account Total	2,269.46
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	920837	301042	03/01/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	920838	301042	03/01/18	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	920839	301042	03/01/18	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	920840	301042	03/01/18	76.10
	CINTAS FIRST AID & SAFETY	00013	920827	301042	03/01/18	24.10
	CINTAS FIRST AID & SAFETY	00013	920828	301042	03/01/18	42.75
					Account Total	384.12
	Repair & Maint Supplies					
	DENCO SALES	00013	920834	301042	03/01/18	370.08
	FACTORY MOTOR PARTS	00013	920829	301042	03/01/18	6.52
					Account Total	376.60
	Road Oil					
	COBITCO INC	00013	920830	301042	03/01/18	92.40
	COBITCO INC	00013	920831	301042	03/01/18	118.80
					Account Total	211.20
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	920825	301042	03/01/18	460.00
					Account Total	460.00
					Department Total	12,990.16

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	920230	300643	02/26/18	160.25
	UNITED POWER (UNION REA)	00013	920231	300643	02/26/18	16.50
	UNITED POWER (UNION REA)	00013	920232	300643	02/26/18	33.00
	UNITED POWER (UNION REA)	00013	920233	300643	02/26/18	88.49
	UNITED POWER (UNION REA)	00013	920234	300643	02/26/18	33.00
	UNITED POWER (UNION REA)	00013	920235	300643	02/26/18	20.11
	UNITED POWER (UNION REA)	00013	920236	300643	02/26/18	36.00
	UNITED POWER (UNION REA)	00013	920237	300643	02/26/18	34.00
	UNITED POWER (UNION REA)	00013	920238	300643	02/26/18	128.05
	UNITED POWER (UNION REA)	00013	920239	300643	02/26/18	189.76
	UNITED POWER (UNION REA)	00013	920240	300643	02/26/18	39.79
	UNITED POWER (UNION REA)	00013	920241	300643	02/26/18	109.54
	UNITED POWER (UNION REA)	00013	920242	300643	02/26/18	16.50
	UNITED POWER (UNION REA)	00013	920243	300643	02/26/18	48.84
	UNITED POWER (UNION REA)	00013	920244	300643	02/26/18	48.84
	UNITED POWER (UNION REA)	00013	920245	300643	02/26/18	23.16
	UNITED POWER (UNION REA)	00013	920706	300643	02/26/18	16.50
	XCEL ENERGY	00013	920215	300643	02/26/18	38.83
	XCEL ENERGY	00013	920216	300643	02/26/18	127.46
	XCEL ENERGY	00013	920217	300643	02/26/18	23.41
	XCEL ENERGY	00013	920218	300643	02/26/18	152.26
	XCEL ENERGY	00013	920219	300643	02/26/18	1,214.73
	XCEL ENERGY	00013	920220	300643	02/26/18	3,024.40
	XCEL ENERGY	00013	920221	300643	02/26/18	100.41
	XCEL ENERGY	00013	920222	300643	02/26/18	190.05
	XCEL ENERGY	00013	920223	300643	02/26/18	131.27
	XCEL ENERGY	00013	920224	300643	02/26/18	23,247.73
	XCEL ENERGY	00013	920225	300643	02/26/18	203.58
	XCEL ENERGY	00013	920226	300643	02/26/18	2.97
	XCEL ENERGY	00013	920228	300643	02/26/18	236.58
	XCEL ENERGY	00013	920229	300643	02/26/18	42.32
					Account Total	29,778.33
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	920826	301042	03/01/18	301.60

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Account Total	301.60
					Department Total	30,079.93

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	920715	300956	02/28/18	<u>33.25</u>
					Account Total	<u>33.25</u>
					Department Total	<u><u>33.25</u></u>

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	920715	300956	02/28/18	<u>105.28</u>
					Account Total	<u>105.28</u>
					Department Total	<u><u>105.28</u></u>

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	919821	300032	02/15/18	23.00
	COLO ANALYTICAL LABORATORY	00043	919823	300032	02/15/18	145.00
					Account Total	168.00
					Department Total	168.00

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	920858	301056	03/01/18	<u>4,800.00</u>
					Account Total	<u>4,800.00</u>
					Department Total	<u><u>4,800.00</u></u>

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	COPYCO QUALITY PRINTING INC	00035	920712	300956	02/28/18	23.00
	COPYCO QUALITY PRINTING INC	00035	920714	300956	02/28/18	49.98
	COPYCO QUALITY PRINTING INC	00035	920714	300956	02/28/18	249.90
					Account Total	322.88
	Supp Svcs-Incentives					
	BARGAS JR JESSE	00035	920716	300956	02/28/18	40.00
	CRUMBY ALEXANDRA	00035	920717	300956	02/28/18	80.00
	MILLER JOSHUA	00035	920718	300956	02/28/18	80.00
	MIRAMONTES KARINA	00035	920719	300956	02/28/18	40.00
	TICHENOR-DOWNEY CIERA	00035	920720	300956	02/28/18	20.00
					Account Total	260.00
					Department Total	582.88

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	920715	300956	02/28/18	<u>288.80</u>
					Account Total	<u>288.80</u>
					Department Total	<u><u>288.80</u></u>

County of Adams
Vendor Payment Report

Grand Total 3,041,035.28

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, MARCH 6, 2018**

1. ROLL CALL (09:01 AM)

Present: Charles "Chaz" Tedesco Steve O'Doriso and Eva J. Henry

Excused: Erik Hansen and Mary Hodge

2. PLEDGE OF ALLEGIANCE (09:01 AM)

3. MOTION TO APPROVE AGENDA (09:01 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:01 AM)

A. 18-249 Proclamation of March 4-10, 2018 as Colorado Youth Leadership Week (09:02 AM)

5. PUBLIC COMMENT (09:06 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 (09:14 AM)

6. CONSENT CALENDAR (09:15 AM)

A. 18-245 List of Expenditures Under the Dates of February 20-23, 2018

B. 18-247 Minutes of the Commissioners Proceedings from February 27, 2018

C. 18-213 Resolution Adopting and Recording the 2017 Official Zoning Maps for Unincorporated Adams County, Colorado (File approved by ELT)

D. 18-220 Resolution Accepting a Quitclaim Deed Conveying Property from Rotello Family Trust dated April 3, 2012 to Adams County for the Dedication of Road Right of Way for York Street and East 76th Avenue (File approved by ELT)

E. 18-234 Resolution Approving a Quitclaim Deed and Associated Easement for the Acquisition of the Former Brantner Gulch Lift Station Property - Parcel No. 0157128000012 from the Metro Wastewater Reclamation District (File approved by ELT)

F. 18-236 Resolution Regarding Defense and Indemnification of Skylar Vonfeldt, Jonathan Eller, Ian Austin, and Michael McIntosh, as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

G. 18-238 Resolution Regarding Defense and Indemnification of Joseph Bonder, Travis Wilson, and Michael McIntosh, as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

H. 18-246 Resolution Approving Lease Agreement between Adams County and the City of Commerce City for Police Task Force Office Space at the Adams County Government Center (File approved by ELT)

I. 18-248 Resolution Approving Contract between Adams County and Aurora Community Connection to Provide Medicaid Application Processing Services (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

7. NEW BUSINESS

A. COUNTY MANAGER (09:15 AM)

1. 18-251 Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and Big R Bridge to Provide Culvert Maintenance Materials (File approved by ELT) (09:15 AM)

Motion to Approve 1. 18-251 Resolution Approving Change Order One to the Purchase Order Agreement between Adams County and Big R Bridge to Provide Culvert Maintenance Materials

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

2. 18-254 Resolution Awarding an Agreement to Sysco Denver to Provide Nutrition Food Products (File approved by ELT) (09:18 AM)

Motion to Approve 2. 18-254 Resolution Awarding an Agreement to Sysco Denver to Provide Nutrition Food Products

(File approved by ELT) Moved by Steve O'Doriso, seconded by Eva J. Henry, unanimously carried.

3. 18-210 Resolution Awarding an Agreement to Colorado Frame & Suspension, Inc., for Automotive Body Repair Services (File approved by ELT) (09:19 AM)

Motion to Approve 3. 18-210 Resolution Awarding an Agreement to Colorado Frame & Suspension, Inc., for Automotive Body Repair Services

(File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Doriso, unanimously carried.

B. COUNTY ATTORNEY (09:27 AM)

8. LAND USE HEARINGS (09:27 AM)

A. Cases to be Heard (09:27 AM)

1. 18-166 PRC2017-00006 Colorado Cleanup Recycling Facility (File approved by ELT) (09:27 AM)

Motion to Approve 1. 18-166 PRC2017-00006 Colorado Cleanup Recycling Facility

(File approved by ELT) Moved by Steve O'Doriso, seconded by Eva J. Henry, unanimously carried.

9. ADJOURNMENT (10:04 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Final Acceptance for the Public Improvements at the T & G Storage Facility, 1401 E. 73 rd Ave.
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
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 approve a resolution granting Final Acceptance of the public improvements constructed at the T & G Storage Facility, 1401 E. 73 rd Ave., (Case No. EGR2015-00053, INF2016-00037).

BACKGROUND:

The T & G Storage Facility is located at 1401 E. 73rd Ave. in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on March 7, 2017 by virtue of a Certificate of Occupancy as required with the Building Permit BDP16-1911. All improvements constructed at this location have satisfactorily completed the guarantee period. There was no Subdivision Improvement Agreement or Development Improvement Agreement required for this location. No collateral was accepted and none will be released.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department
Adams County Community and Economic Development Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Certificate of Occupancy for Building Permit BDP16-1911
Exhibit A

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:

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS CONSTRUCTED AT THE T & G STORAGE FACILITY, LOCATED AT 1401 E. 73RD AVE., (Case No. EGR2015-00053 and INF2016-00037)

WHEREAS, the required public street improvements have been constructed at the T & G STORAGE FACILITY SITE, LOCATED AT 1401 E. 73RD AVE., (Case No. EGR2015-00053 and INF2016-00037), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the T & G STORAGE FACILITY SITE, LOCATED AT 1401 E. 73RD AVE.; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved Building Permit BDP16-1911, there was no collateral posted for these improvements and none will be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the T & G STORAGE FACILITY SITE, LOCATED AT 1401 E. 73RD AVE., be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.



Exhibit A: T & G Storage

E 73rd Ave

Lafayette St

Exhibit A: T & G Storage - 1401 E. 73rd Ave.



For display purposes only.



CERTIFICATE OF OCCUPANCY

ADAMS COUNTY DEVELOPMENT SERVICES

This certificate is issued pursuant to the requirements set forth in section 110 of the 2012 International Building Code, certifying that at the time of issuance, the structure was inspected for compliance with various ordinances of the County regulating building construction or use and is authorized for occupancy. No change shall be made in the use of this building without prior notice and certificate from Adams County. This certificate shall, except in the case of dwellings or churches, be so conspicuously posted in or upon the premise to which it applies that it may readily be seen by anyone entering such premises.

Permit Number: BDP16-1911

Building Address: 1401 E 73RD AVE

Occupancy Classification:

Type of Construction:

Number of Stories:

Subdivision: NORTH SIDE GARDENS

Lot: **Block:** 17 **Section:** 35 **Township:** **Range:**

Building Owner: HIGHLAND PROPERTIES 5015 LLC

Owner Address:

1707 NORTH MAIN ST
LONGMONT, CO 80501

Building Use: Commercial

COM - STORAGE FACILITY AND RETENTION
(ELECTRICAL SEPARATE PERMIT)

Occupant Load:

Sprinkler System:


Chief Building Official

3/7/17

Date



**ADAMS COUNTY DEVELOPMENT SERVICES
BUILDING PERMIT**

A-1

OWNER HIGHLAND PROPERTIES 5015 LLC
ADDRESS 1401 E 73RD AVE
GENERAL CONTRACTOR BUILDINGS BY DESIGN, LLC
DATE ISSUED 06/20/2016

THIS PERMIT ISSUED FOR:

COM - STORAGE FACILITY AND
RETENTION (ELECTRICAL SEPARATE
PERMIT)

PERMIT NUMBER

BDP16-1911

POST THIS CARD AT OR NEAR THE FRONT OF THE BUILDING, INSPECTION WILL NOT BE MADE UNLESS THIS CARD IS POSTED

DO NOT POUR CONCRETE UNTIL INSPECTED AND APPROVED

TYPE OF INSPECTION & CODE	DATE	INSPECTOR'S SIGNATURE	TYPE OF INSPECTION & CODE	DATE	INSPECTOR'S SIGNATURE
<input type="checkbox"/> 100 FOOTING/CAISSONS		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 105 CONCRETE ENCLOSED ELECTRODE		
<input type="checkbox"/> 110 WALL REINFORCING		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 115 TEMP POWER		
<input type="checkbox"/> 120 WEATHER PROOFING		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 135 UNDERGROUND ELECTRICAL		
<input type="checkbox"/> 130 UNDERGROUND PLUMBING			<input checked="" type="checkbox"/> 165 ROUGH ELECTRICAL	See notes	
<input type="checkbox"/> 140 STRUCTURAL FLOOR			<input type="checkbox"/> 235 ABOVE CEILING ELECTRICAL		
<input type="checkbox"/> ROUGH FIRE DISTRICT Adams County Fire Protection District			<input checked="" type="checkbox"/> 245 FINAL ELECTRICAL	12-16-16	3V
<input type="checkbox"/> 150 EXTERIOR SHEATHING			<input type="checkbox"/> 250 CHANGE OF SERVICE		
<input type="checkbox"/> 160 ALL ROUGHS/GAS (170, 180, 190, 200)			<input type="checkbox"/> 260 SERVICE EQUIPMENT		
<input type="checkbox"/> 170 ROUGH FRAMING			<p>This card must be signed by all required agencies & departments prior to use or final inspection. Occupancy or use prior to approved final inspection is not permitted under penalty of fine and order to vacate. Notify Building Section twenty-four (24) hours in advance for inspections by calling the automated request line at 720.523.6320. To confirm your inspection was scheduled, wait for a confirmation #.</p> <p>ROUGH FOR A1 + A2 OK 11.15.16 11.22.16 FINAL FOR A1 + A2 ELECTRIC IS OK 12.2.16 A3 and A5 pass final electrical inspection</p>		
<input type="checkbox"/> 180 ROUGH PLUMBING					
<input type="checkbox"/> 190 ROUGH HEATING					
<input type="checkbox"/> 200 ROUGH GASLINE					
<input type="checkbox"/> 205 INSULATION					
<input checked="" type="checkbox"/> 210 DRYWALL	11.22.16	KF			
<input type="checkbox"/> 220 LATH/WIRE					
<input type="checkbox"/> 230 CEILING GRID					
<input type="checkbox"/> 240 SHOWER RECEPTOR					
<input checked="" type="checkbox"/> FINAL FIRE DISTRICT Adams County Fire Protection District	11/29/16	[Signature]			
<input checked="" type="checkbox"/> INFRASTRUCTURE MGMT PRIOR TO FINAL 720-523-6962	3/2/17	[Signature]			
<input checked="" type="checkbox"/> PLANNER - DEV SERVICES PRIOR TO FINAL 720-523-6800	12/22/16	[Signature]			
<input type="checkbox"/> STORMWATER MANAGEMENT PRIOR TO FINAL 720-523-6869	3/3/17	Christopher [Signature]			
<input type="checkbox"/> TRI-COUNTY HEALTH PRIOR TO FINAL 303-288-6816					
<input type="checkbox"/> WATER DISTRICT PRIOR TO FINAL	3-7-17	[Signature]			
<input checked="" type="checkbox"/> 300 FINAL BUILDING INSPECTION	3-7-17	[Signature]			
129189					



ADAMS COUNTY DEVELOPMENT SERVICES
BUILDING PERMIT

A-2

OWNER HIGHLAND PROPERTIES 5015 LLC
ADDRESS 1401 E 73RD AVE
GENERAL CONTRACTOR BUILDINGS BY DESIGN, LLC
DATE ISSUED 06/20/2016

THIS PERMIT ISSUED FOR:

COM - STORAGE FACILITY AND
RETENTION (ELECTRICAL SEPARATE
PERMIT)

PERMIT NUMBER

BDP16-1911

COLORADO

POST THIS CARD AT OR NEAR THE FRONT OF THE BUILDING, INSPECTION WILL NOT BE MADE UNLESS THIS CARD IS POSTED

DO NOT POUR CONCRETE UNTIL INSPECTED AND APPROVED

TYPE OF INSPECTION & CODE	DATE	INSPECTOR'S SIGNATURE	TYPE OF INSPECTION & CODE	DATE	INSPECTOR'S SIGNATURE
<input type="checkbox"/> 100 FOOTING/CAISSONS		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 105 CONCRETE ENCLOSED ELECTRODE		
<input type="checkbox"/> 110 WALL REINFORCING		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 115 TEMP POWER		
<input type="checkbox"/> 120 WEATHER PROOFING		<input type="checkbox"/> ENGINEER INSPECTED	<input type="checkbox"/> 135 UNDERGROUND ELECTRICAL		
<input type="checkbox"/> 130 UNDERGROUND PLUMBING			<input checked="" type="checkbox"/> 165 ROUGH ELECTRICAL	See NOTES	
<input type="checkbox"/> 140 STRUCTURAL FLOOR			<input type="checkbox"/> 235 ABOVE CEILING ELECTRICAL		
<input type="checkbox"/> ROUGH FIRE DISTRICT Adams County Fire Protection District			<input checked="" type="checkbox"/> 245 FINAL ELECTRICAL	12-16-16	32
<input type="checkbox"/> 150 EXTERIOR SHEATHING			<input type="checkbox"/> 250 CHANGE OF SERVICE		
<input type="checkbox"/> 160 ALL ROUGHS/GAS (170, 180, 190, 200)			<input type="checkbox"/> 260 SERVICE EQUIPMENT		
<input type="checkbox"/> 170 ROUGH FRAMING			<p>This card must be signed by all required agencies & departments prior to use or final inspection. Occupancy or use prior to approved final inspection is not permitted under penalty of fine and order to vacate. Notify Building Section twenty-four (24) hours in advance for inspections by calling the automated request line at 720.523.6320. To confirm your inspection was scheduled, wait for a confirmation #.</p> <p>ROUGH FOR A1 + A2 OK 11-15-16 11-22-16 FINAL FOR A1 + A2 ELECTRIC IS OK 12-2-16 A3 and A5 pass final electrical inspection</p>		
<input type="checkbox"/> 180 ROUGH PLUMBING					
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<input type="checkbox"/> 205 INSULATION					
<input checked="" type="checkbox"/> 210 DRYWALL	11-22-16	KF			
<input type="checkbox"/> 220 LATH/WIRE					
<input type="checkbox"/> 230 CEILING GRID					
<input type="checkbox"/> 240 SHOWER RECEPTOR					
<input checked="" type="checkbox"/> FINAL FIRE DISTRICT Adams County Fire Protection District	11/29/16	[Signature]			
<input checked="" type="checkbox"/> INFRASTRUCTURE MGMT PRIOR TO FINAL 720-523-6962	3/2/17	[Signature]			
<input checked="" type="checkbox"/> PLANNER - DEV SERVICES PRIOR TO FINAL 720-523-6800	12/22/16	[Signature]			
<input type="checkbox"/> STORMWATER MANAGEMENT PRIOR TO FINAL 720-523-6869	3/3/17	[Signature]			
<input type="checkbox"/> TRI-COUNTY HEALTH PRIOR TO FINAL 303-288-6816					
<input type="checkbox"/> WATER DISTRICT PRIOR TO FINAL					
<input checked="" type="checkbox"/> 300 FINAL BUILDING INSPECTION					



RKS STRUCTURAL
Professional Structural Engineering
3063 Dahlia Street
Denver, Colorado 80207
Mobile 303 - 638 - 9997
e-mail rick@rks-structural.com

November 14, 2016

Buildings by Design
18163 MCR 26
Brush, Colorado 80723

Attn: Mr. Merle Grauer - General Manager

Re: T & G Storage Buildings Project - Final Walk Through



14 Nov 2016

Gentlemen;

The purpose of this letter is to provide you with my project closeout (structural) site observation visit, which was conducted on Friday, November 11, 2016.

1. The slab-on-grade foundations in each building were observed and found to be sawn, stable, flat, un-cracked and in conformance with the contract documents.
2. The anchoring of the base track stud for the pre-engineered metal building superstructure was examined in several areas. The post-installed anchors appear to be in conformance with the drawings and details of the pre-engineered metal building. The nuts were all tight. Acceptance of the as-built condition of the pre-engineered metal building must be given by the manufacturer. The arrangement of the primary framing members, siding, etc. were as shown on their drawings.

It is my professional structural engineering opinion that the work prepared by RKS Structural was done in conformance with the approved documents. Furthermore, it is my professional structural engineering opinion that the erected superstructures generally conform to the layouts, sizes, orientations, spacings shown on the manufacturer's drawings.

If you have any comments or questions to my approach, please contact me and I would be more than happy to assist in any way that I can.

Sincerely,

Richard K. Strittmater, P.E. - Owner/Principal
RKS Structural

cc: file



RKS STRUCTURAL
Professional Structural Engineering
3063 Dahlia Street
Denver, Colorado 80207
Mobile 303 - 638 - 9997
e-mail rick@rks-structural.com

November 14, 2016

Buildings by Design
18163 MCR 26
Brush, Colorado 80723



14 November 2016

Attn: Mr. Merle Grauer - General Manager

Re: T & G Storage Buildings Project
Acceptance of Cast-in-Place Concrete Foundations & Retaining Wall

Mr. Grauer,

The purpose of this letter is to provide you with my acceptance of the cast-in-place concrete foundations and retaining wall at the project based upon all of my previous site observation visits and well as my final site observation visit, which was conducted on Friday, November 11, 2016.

1. The slab-on-grade foundations in each building were observed during their placement operations, following saw cutting operations and prior to building erection operations. During each site visit, it was my professional structural engineering opinion that the work was done in conformance with the approved documents prepared by RKS Structural.
2. The construction of the footing and stem of the retaining wall were observed during their installation of reinforcing bars, placement of concrete and final condition. During each site visit, it was my professional structural engineering opinion that the work was done in conformance with the approved documents prepared by RKS Structural.

If you have any comments or questions concerning my acceptance of the concrete work or my opinions expressed, please contact me and I would be more than happy to assist in any way that I can.

Sincerely,

Richard K. Strittmater, P.E. – Owner/Principal
RKS Structural

cc: file

Specialty Construction Products **Invoice 6504**
 14434 W. 88th Dr.
 Unit D
 Arvada, CO 80005
 (303)884-7985
 micah@scpsupply.com



BILL TO Buildings By Design 18163 County Road 26 Brush, CO 80723	SHIP TO Buildings By Design 73rd & Lafayette Denver, CO Scott 970-389-7258	DATE 10/26/2016	PLEASE PAY \$2,454.25	DUE DATE 11/25/2016
--	---	---------------------------	---------------------------------	-------------------------------

SHIP DATE 10/31/2016	SHIP VIA Michael	P.O. NUMBER TNG	SALES REP MK
--------------------------------	----------------------------	---------------------------	------------------------

DESCRIPTION	QTY	UNIT PRICE	EXTENDED
FE-0005-2A10BC Fire Extinguisher, 5lb, 2A10BC	16	67.19	1,075.04T
FE-0005-CB Fire Extinguisher Cabinet	16	75.30	1,204.80T

Please pay off of this Invoice	SUBTOTAL	2,279.84
	TAX (7.65%)	174.41
	TOTAL	2,454.25

TOTAL DUE	\$2,454.25
------------------	-------------------

THANK YOU.



ADAMS COUNTY FIRE RESCUE

FIRE PREVENTION BUREAU

8055 N. Washington St.
Denver, CO 80229
(303)539-6862 / Fax: (303)287-1687

Knox Box Online

Directions on how to fill out the online form for KNOX Box:

Go to www.acfpd.org, go to the prevention tab click on the Knox Box online ordering

Once you are on the KNOX Box website, click the link at the top of the page that says BUY NOW

Then in the box that says department name, Type Adams CO FPD, click search

Once you are at this page depending on your address:

- If you are East of Pecos St., Click on the #1
- If you are West of Pecos St., Click on the #2

Fill out your order online through Knox and once it is approved you will get an email stating that is was approved.

Then you can finish ordering and paying for your Knox Box.

www.knoxbox.com

If you have any questions, please call 303-539-6862

3264



CODE CONSULTANTS
INTERNATIONAL

Plan Review Comments

Date: August 20, 2016 Reviewed By: Steve Steigleder, Code Consultants International

Name: T and G Self Storage Units

Address: 1401 E. 73rd Ave.

IFC Code: 2012

Construction Type II-B

Occupancy Classification: S-1

Square Feet: Varies Sprinkler System: No Fire Alarm System: No

Area Separation Wall:

F-1 Please verify the construction of the two three hour area separation walls with the Adams County Building Department. The Building Department will be the inspection authority on the installation of the separation walls.

Premises Identification:

F-1 The address shall be posted on a temporary basis and shall be affixed at the entrance to the site in a minimum of 4 inch numbers visible from the street frontage.
IFC 12 505.1

F-2 Please provide building numbers on each storage building.

Fire Apparatus Access Roads:

F-1 All-weather fire access roads meeting the requirements of an all-weather surface, minimum of as determined by the Adams County Fire Rescue Fire Prevention Bureau, minimum of 24 feet of unobstructed width, capable of supporting the imposed loads of 85,00 lb. Fire apparatus shall be provided to within 150 feet of all portions of the building prior to above grade construction.
IFC 12 503.2. IFC 12 503.2.3

Fire Apparatus Access Lanes:


F-1 Fire apparatus access lanes shall be posted on each side where possible, "No Parking Fire Lane". Locations of fire lane signage shall be determined by the Adams County Fire Rescue Fire Prevention Bureau. Verify that the fire lane signage noted on Sheet C3.1 meet the requirements of the Adams County Fire Rescue Fire Prevention Bureau.
IFC 12 503.5.

Water Lines and Fire Hydrants:

Date: August 20, 2016

Reviewed By: Steve Steigleder, Fire Inspector, CCI

STEVE STEIGLEDER
Printed Name


Signature.

Adams County Fire Rescue
 Fire Prevention Bureau
 8055 N. Washington St. Denver, CO 80229
 (303) 539-6862

PERMIT/INSPECTION RECORD

PERMIT NUMBER: 16-502759-5

DATE ISSUED: 8/24/16

PROJECT NAME/ADDRESS: T and G Storage Sheds 1401 E. 73rd Ave

CONTRACTOR: Richard Strittmater - RKS Structural PHONE: 303-638-9997

	REJECT DATE	ACCEPT DATE	INSPECTOR
SITE	HYDRANTS		
	ACCESS		
	FIRE LINE		
ROUGH	AUTOMATIC SPRINKLER		
	FIRE ALARM/DETECTION		
	HOOD SPRAY BOOTH		
	KEY BOX		
OTHER	GATE KEY		
	SMOKE CONTROL		
FINALS	EXITING		
	AUTOMATIC SPRINKLER		
	FIRE ALARM/DETECTION		
	HOOD SPRAY BOOTH		
	NEW CONSTRUCTION		
	TENANT FINISH		
	TANK INSTALL/REMOVAL		
	* Other: storage Sheds	11/29/16	BW

NOTICE TO CONTRACTORS

- 48 Hour notice on all inspection and testing is required.
- NO Inspections shall be made without approved plans available to the inspector on site.
- Work shall be in compliance with approved plans. Work not in compliance or that does not meet minimum standards may require additional inspections with additional fees.
- Inspections may reveal corrections necessary to bring work into compliance with applicable codes.
- Building FINAL Inspection and approval is required before occupancy of equipment or personnel.
- Post this record in a conspicuous place.
- Loss or destruction of Permit/Inspection Record may require replace and additional fees.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Kens Welding Site, 881 E. 73 rd Ave.
FROM: Jeffery A. Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
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 approve a resolution granting Final Acceptance of the public improvements constructed at the Kens Welding Site, 881 E. 73 rd Ave., (Case No. SIA2016-00010, INF2015-00003).

BACKGROUND:

The Kens Welding Site, is located at 881 E. 73rd Ave. in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on February 23, 2017. As outlined in the attached Development Improvement Agreement, approved under resolution number 2016-559, collateral was posted in the form of a Letter of Credit from the Guaranty Bank and Trust Company for \$10,191.15. All Improvements constructed at this location have satisfactorily completed the guarantee period. The above Letter of Credit placed as collateral for \$10,191.15 will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department
Adams County Community and Economic Development Department
Adams County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
Resolution No. 2016-559
Exhibit A

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:

RESOLUTION FOR FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS CONSTRUCTED AT THE KENS WELDING SITE LOCATED AT 881 E. 73RD AVE., (Case No. SIA2016-00010 and INF2015-00003)

WHEREAS, the required public street improvements have been constructed at the KENS WELDING SITE LOCATED AT 881 E. 73RD AVE., (Case No. SIA2016-00010 and INF2015-00003), in accordance with the approved construction drawings; and,

WHEREAS, in accordance with the provisions of the Adams County Development Standards and Regulations, the public improvements have satisfactorily completed the guaranty period; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, the Adams County Public Works Department has inspected the public improvements for Final Acceptance; and,

WHEREAS, the Adams County Public Works Department recommends Final Acceptance of the public improvements constructed at the KENS WELDING SITE LOCATED AT 881 E. 73RD AVE.; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved development improvements agreement as approved under resolution number 216-559, and the posted collateral as noted in the Letter of Credit from the Guaranty Bank and Trust Company for \$10,191.15 will need to be released as part of this Final Acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the public improvements constructed at the KENS WELLDING FACILITY SITE LOCATED AT 881 E. 73RD AVE., be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE KL WERTH
ENTERPRISES, LLC

Resolution 2016-559

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, KL Werth Enterprises, LLC, a Colorado company, is the owner of certain real property located at 881 East 73rd Avenue, and known as Ken's Welding; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the improvements at the Ken's Welding development; and,

WHEREAS, the Developer acknowledges that execution of this agreement does not include, imply, or guarantee entitlement of the subject parcel, approval of a final plat and/or creation of lots or a subdivision, the issuance of building permits, or the final acceptance of the improvements constructed under this agreement; and,

WHEREAS, the Developer has provided appropriate collateral; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement for the KL Werth Enterprises, LLC, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

O'Dorisio _____ Aye
Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Pawlowski _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6th day of December, A.D. 2016.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:



Deputy

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and KL Werth Enterprises, LLC, hereinafter called "Developer."

The purpose of this Development Agreement is to provide collateral to the County as a guarantee for required public improvements and, allow for the issuance of a certificate of occupancy on the building associated with this development. The developer does intend to construct the required public improvements however; seasonal construction delays are preventing the completion of the public improvements and the issuance of a certificate of occupancy for the building. The cause of the delay for the completion of public improvements is the winter weather and, the inability to pave streets during the cold weather months. The acceptance of the collateral will allow the developer to receive a certificate of occupancy on the building and, delay the County-required public improvements along East 73rd Avenue until the warmer weather allows for the construction of the improvements. The required public improvements include widening of the street, piping the existing roadside ditch and , adding curb, gutter, and sidewalk

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The County may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of **\$10,191.15**, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Transportation Department in accordance with section 5-02-06-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No construction, building or change-in-use permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

- 6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
- 7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
- 8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:


Install approximately 135 lineal feet of vertical combination curb, gutter, and sidewalk (monolithic)


The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

N/A, ROW has already been dedicated.

Developer: KL Werth Enterprises, LLC

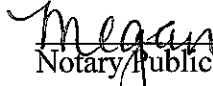
By: 
Leonard Werth, Manager

By: 
Kenneth L. Werth, Manager

The foregoing instrument was acknowledged before me this 19 day of October, 2016, by Leonard Werth and Kenneth Werth

My commission expires: 2/26/2017

Address: 2555 E 70th Ave
Denver CO 80229


Notary public

MEGAN NUANES-PUENTE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054004722
MY COMMISSION EXPIRES FEBRUARY 26, 2017

APPROVED BY resolution at the meeting of December 13, 2016.

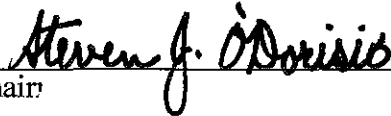
Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of **\$10,191.15**. No construction, building or change-in-use permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:



Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO



Chair

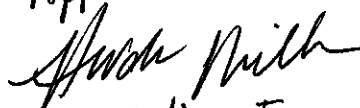
Approved as to form:

for Christine Francescanti

EXHIBIT A

Legal Description:

SOUTH 160 FEET OF THE EAST 136 FEET OF BLOCK 7, NORTH SIDE GARDENS,
COUNTY OF ADAMS, STATE OF COLORADO

CONTAINS 21,727 SQUARE FEET OR 0.499 ACREM MORE OR LESS

EXHIBIT B

Public Improvements: East 73rd Avenue, east of Washington St.

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
Vertical combo. Curb, gutter, Sidewalk (monolithic) including Entrance apron	135' lf	\$35.75	\$4,826.25
Saw Cut Existing 73 rd Ave. Edge of asphalt	135' lf	\$2.00	\$270.00
Asphalt widening of E. 73 rd Ave.- Assumed 6" full depth	53 sy	\$30.00	\$1,590.00
Traffic Control	1	\$650.00	\$650.00
Sub-Total:			\$7,336.25
20% Admin			<u>\$1,467.25</u>
5% Inflation year 2016			\$440.18
5% Inflation year 2017			\$462.18
5% Inflation year 2018			<u>\$485.29</u>
Total			\$10,191.15

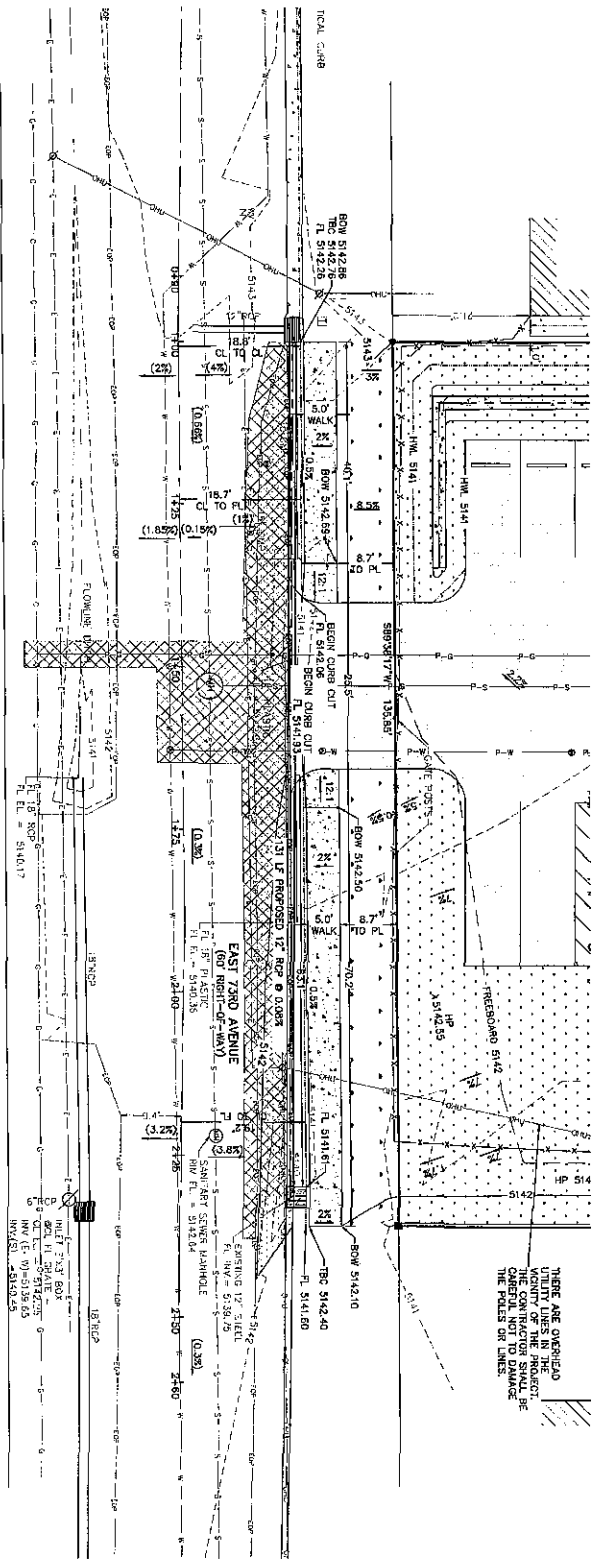
Construction Completion Date: Improvements to be completed by: 4/6/2017.

Initials or signature of Developer: _____

EXHIBIT B

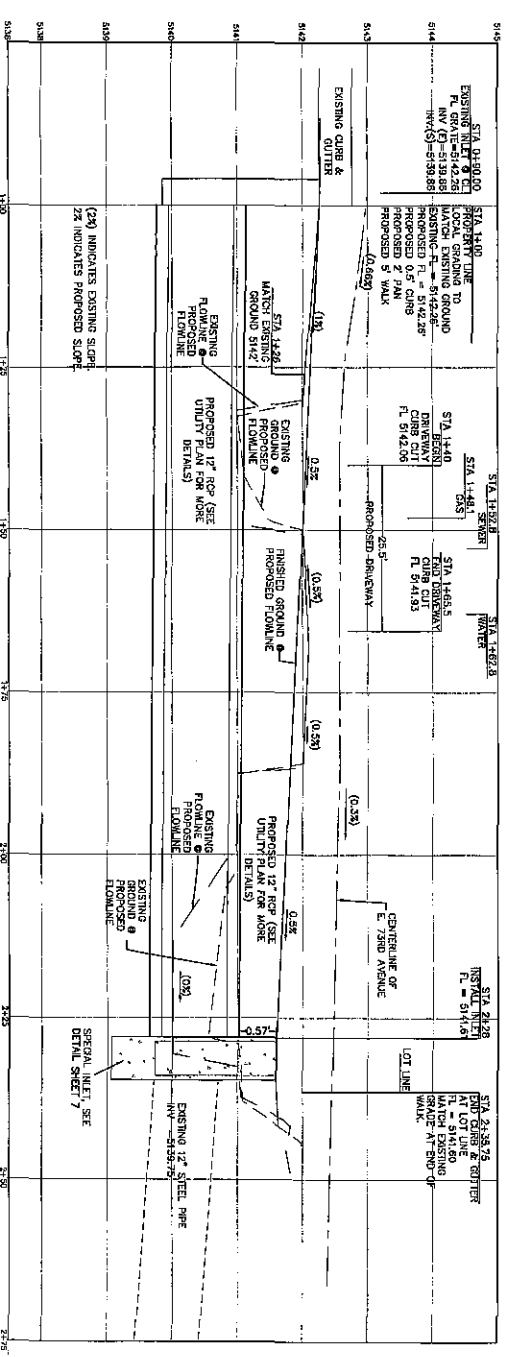
CONSTRUCTION PLAN SET ROAD PLAN & PROFILE KEN'S WELDING

SHEET 5 OF 13



THESE ARE OVERHEAD UTILITY LINES IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS ON THESE LINES.

- LEGEND - AT PROPOSED E.**
- INDICATES CENTERLINE OF E 73RD AVE
 - INDICATES EXISTING FLOWLINE
 - INDICATES EXISTING FLOWLINE
 - INDICATES FINISHED GROUND
 - INDICATES PROPOSED 12" RCP
 - INDICATES EXISTING 12" STEEL



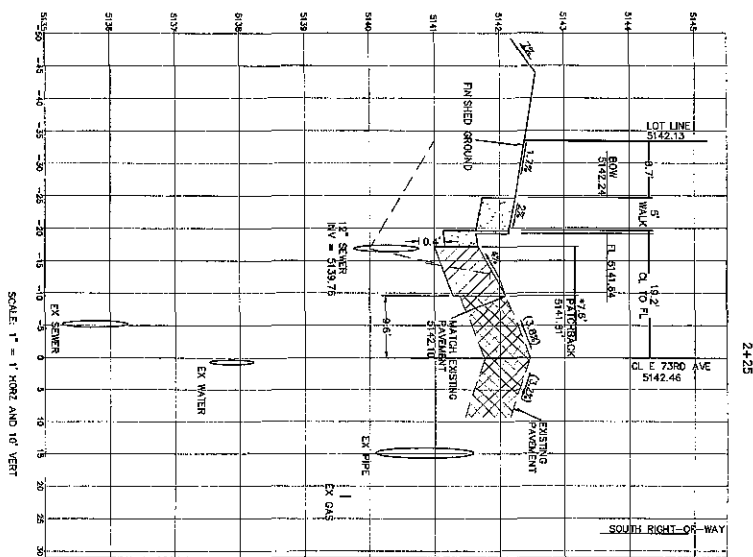
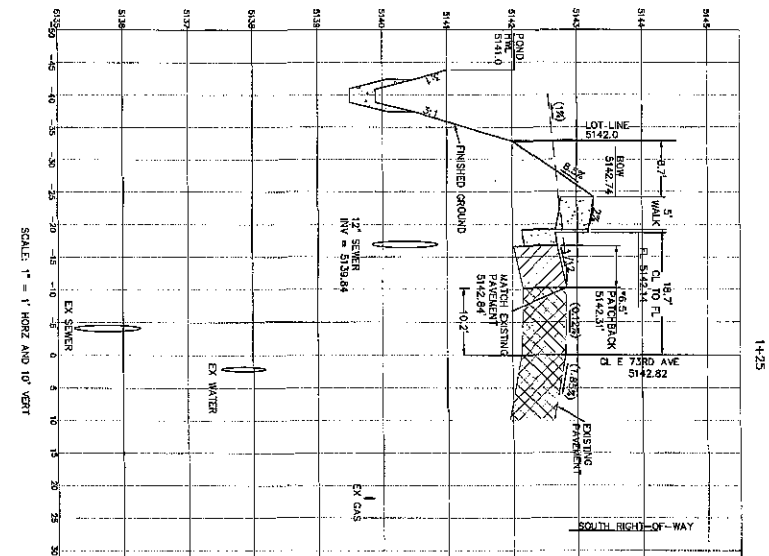
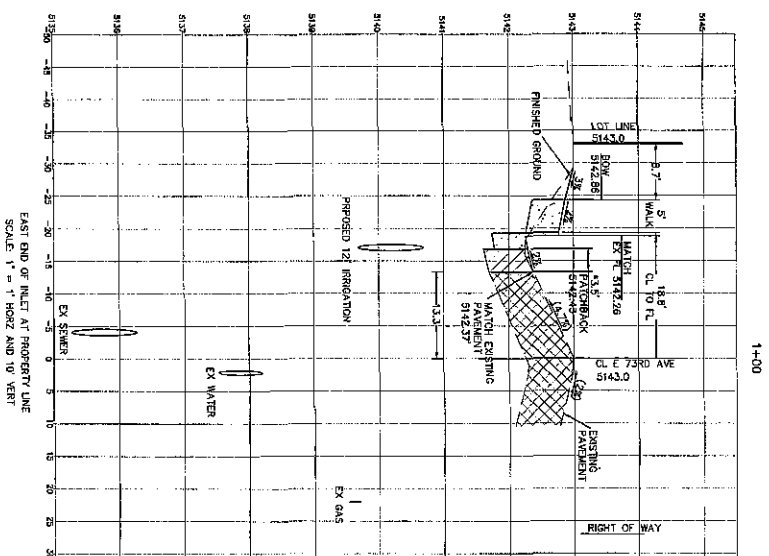
PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS ON THESE LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS ON THESE LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS ON THESE LINES.

<p>ROAD PLAN & PROFILE KEN'S WELDING 881 E. 73RD AVENUE ADAMS COUNTY, COLORADO</p>	<p>HVS ENGINEERING, INC. PROFESSIONAL ENGINEERING SERVICES 9201 WEST TENNESSEE AVENUE LAKEWOOD, CO. 80226 PHONE (803) 940-5007</p>	<p>Design: LMR Drawn: LMR</p>	<p>Date: 12/20/2014 SHEET 5 OF 13</p>	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">01/09/2015</td> <td style="width: 30%;">COUNTY COMMENTS 12/23/2014</td> <td style="width: 20%;">LHR</td> </tr> <tr> <td>09/25/2015</td> <td>3RD COMMENTS</td> <td>LHR</td> </tr> </table>	01/09/2015	COUNTY COMMENTS 12/23/2014	LHR	09/25/2015	3RD COMMENTS	LHR
01/09/2015	COUNTY COMMENTS 12/23/2014	LHR								
09/25/2015	3RD COMMENTS	LHR								

EXHIBIT B

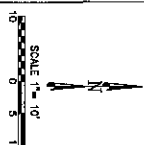
CONSTRUCTION PLAN SET ROAD CROSS SECTIONS KEN'S WELDING

SHEET 6 OF 13



NOTES:
 ALL EXISTING UTILITIES AS SHOWN ARE FOR INFORMATION PURPOSES ONLY. ALL UTILITIES ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 MAINTAIN 0.3% SLOPE IN REMAINING FROM EXISTING MATCH TO PROPOSED MATCH.
 MAINTAIN 2% CROSS SLOPE ON WALK.
 MAINTAIN 2" PAW AT 1" / 12".
 PATCHBACK TO MATCH EXISTING PAVEMENT. ADJUST SLOPE OF PATCH AS NEEDED.
 (2X) INDICATES EXISTING SLOPE.
 (3X) INDICATES PROPOSED SLOPE.

LEGEND - PROPOSED
 [---] INDICATES PROPOSED CURB/GUTTER/WALK
 [---] INDICATES PROPOSED PATCHBACK
 [---] INDICATES EXISTING ASPHALT
 [---] INDICATES LOT LINE
 [---] INDICATES PROPOSED FINISHED GROUND
 [---] INDICATES EXISTING GROUND



HVS ENGINEERING, INC.
 PROFESSIONAL ENGINEERING SERVICES
 9201 WEST TENNESSEE AVENUE
 LAKEWOOD, CO. 80226
 PHONE (303) 940-5807

Design LMR
 Drawn LMR

ROAD CROSS SECTIONS
 KEN'S WELDING
 881 E. 73RD AVENUE
 ADAMS COUNTY, COLORADO

Date: 12/20/2014
 SHEET 6 OF 13

Revisions			
04/01/2015	COUNTY COMMENTS 12/23/2014	LMR	
05/21/2015	Review Comments-2nd-Submittal	LMR	



Exhibit A:
Kens Welding Site

E 73rd Ave

Exhibit A: Kens Welding Site - 881 E. 73rd Ave.



For display purposes only.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Memorandum of Understanding with GMT Exploration Company, LLC.
FROM: Kristin Sullivan, Director of Community & Economic Development Christine Dougherty, Oil & Gas Liaison
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON February 27, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves a Memorandum of Understanding with GMT Exploration Company, LLC

BACKGROUND:

Pursuant to Section 4-10-02-03-03-06 of the Adams County Development Standards and Regulations, the County may elect to enter into a Memorandum of Understanding with an oil and gas operator in lieu of the requirement for a Special Use Permit. The applicant, GMT Exploration Company, LLC, is requesting to enter into an MOU with the County that would apply to unincorporated portions of the County. The MOU documents signed by the applicant (see attached) include all the best management practices determined and approved by the Board of County Commissioners on January 6, 2015, when the oil and gas regulations were amended to include an option for entering into an MOU with the County lieu of a Special Use Permit.

The purpose of the MOU is to protect the environment, as well as the health, safety and welfare of Adams County residents. The MOU contains a variety of provisions that address topics such as the testing of private wells, spill and release management, water storage and use of pits, berms, water supply and water quality, noise, construction of well connect pipelines, landscaping, emergency response plans, weed control, the construction of private roads, the use of public roads, dust mitigation, fencing, floodplain regulations, painting of oil and gas facilities, lighting, air emissions, inspections by County staff, the state permitting process and the inclusion of conditions within the operator's state permits, and the applicability of the MOU to new oil and gas facilities at the two specified locations.

Approval of an MOU is not an approval of any specific drilling site. The MOU establishes the relationship between Adams County and the operator. It also establishes the standards that the operator agrees to meet on any new production site within unincorporated Adams County. The operator will be required to obtain a Use by Special Review permit for each new location, in addition to permits from the

COGCC prior to commencing operations. During both the local and state permitting processes, Adams County has an opportunity to review the site plans and make comments or assign conditions of approval.

Currently, the County has MOUs with ten oil and gas operators. The MOU signed by the applicant is the same form as the other MOUs that have been executed by the County.

On March 22, 2016, the Board of County Commissioners approved amendments to the Adams County Development Standards and Regulations related to oil and gas development. The primary purpose of these amendments was to create a site-specific review process for new oil and gas development sites proposed by an operator who has entered into an MOU with the County. The regulations require that an operator who has entered into an MOU with the County apply for an Administrative Use by Special Review (AUSR) permit for each new oil and gas facility location prior to development. This process allows for a site-specific review by County staff and select referral agencies.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution Approving the MOU with GMT Exploration Company, LLC
Signed MOU with GMT Exploration Company, LLC

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:

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY AND GMT EXPLORATION COMPANY, LLC**

RESOLUTION 2018-

WHEREAS, Section 4-10-02-03-03-06 of the Development Standards and Regulations provides for an expedited approval process for oil and gas well operations if the operator enters into a Memorandum of Understanding with the County; and

WHEREAS, the Board of County Commissioners has extensive authority to enter into Memorandums of Understanding with other entities; and

WHEREAS, GMT Exploration Company, LLC, signed a Memorandum of Understanding pursuant to Section 4-10-02-03-03-06 on January 30, 2018; and

WHEREAS, the Adams County Community & Economic Development Department recommends approval of the Memorandum of Understanding with GMT Exploration Company, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding with GMT Exploration Company, LLC, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this MOU on behalf of the County of Adams, State of Colorado.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 30th day Of January, 2018, by and between Adams County, a Colorado County ("County") with an address of 4430 S. Adams County Parkway, Brighton, Colorado 80601 and GMT Exploration Company LLC, whose legal address is 1560 Broadway, Suite 2000, Denver, CO 80202, its successors and assigns (hereinafter the "Operator"). The Operator and the County may be referred to individually as a "Party" or collectively as the "Parties." Both Parties elect to sign and execute provisions of said MOU in lieu of a Special Use Permit review process as outlined in Section 2-02-11 Special Use Permit of the Adams County Development Standards and Regulations.

BACKGROUND

A. Operator is the owner or lessee of oil and gas leasehold and/or mineral interests within unincorporated parts of the County, and, as of the time of the execution of this MOU, has the right and intent to further develop its oil and gas leasehold and/or mineral interests within said portion of the County.

B. The intent of this MOU is to provide the conditions under which Operator will develop and operate oil and gas facilities installed or newly expanded in the unincorporated portions of the County from the execution date of this MOU, in order to foster the efficient and economic production of oil and gas resources, to protect human health, safety and welfare and to protect the environment and wildlife resources, while at the same time providing for a predictable and expeditious administrative process for obtaining County land use approvals and permits for oil and gas facilities. The terms "facility" or "facilities" are defined herein as including oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, vapor recovery units (VRUs), associated roads, and typical equipment as regulated by the Colorado Oil and Gas Conservation Commission (COGCC). Locations with more than one of the above mentioned types of equipment will also be considered to be one facility. This MOU will also include well connects. Well connects are defined as a pipeline, 10" or less inside diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well(s) to an existing gathering line connection point. With respect to well connects, Operator will provide the County with the following: a copy of the agreement(s) for which the line is laid (e.g. ROW, Lease, Easement etc.); information regarding operating pressure and pipeline construction materials and methods; and Operator will obtain any other required permits (e.g. Access, ROW crossing). Unless indicated otherwise, the definitions of terms used in the MOU shall be the same as in the COGCC Rules. In cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed. This MOU does not waive any of the County's Local Government Designee's roles and/or responsibilities as governed by the COGCC.

NOW, THEREFORE, the Parties agree as follows:

1. Intent to Supplement COGCC Rules and Regulations. The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, C.R.S. §§ 34-60-101, et

seq. ("Act"), the COGCC regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the COGCC to adopt statewide rules and regulations. The provisions of this MOU are intended to supplement and add to the COGCC's rules and regulations and not to replace such rules and regulations. To the extent that any of the provisions of this MOU are in conflict with the Act or COGCC rules and regulations, the stricter standards shall govern, or if neither is stricter, the COGCC rule or regulation shall apply.

2. **Operator's Pit Practices within the County.** The Operator will comply, at a minimum, with the following pit practices, after the date of this MOU:

a. No Open Pits / Preferred Option: It is the intent of the County that operators utilize closed-loop or modified closed-loop systems for drilling and completion operations in order to minimize or eliminate the need for earthen pits; however, notwithstanding the foregoing, where appropriate, and subject to prior County approval, the County generally supports: 1) the use of unlined drilling pits when bentonite or a similar clay additive is used during the drilling process, 2) the use of lined single- or multi-well water storage pits in order to minimize the transport of water and promote recycling, subject to the requirements set forth in this subsection, and 3) where open pits are utilized, they shall, at a minimum, be covered with a solid or screened mesh material. Permitted modified closed-loop systems include oil and gas wells where air or fresh water is used to drill through the surface casing interval, defined as fifty (50) feet below the depth of the deepest aquifer, and a closed loop system is used for the remainder of the drilling and/or completion or recompletion procedures. Multi-well pits are defined as lined, engineered pits, constructed over an engineered base, with construction or liner specifications meeting or exceeding COGCC pit lining rules, that will serve the functions of drilling, completion, and/or flowback pits for more than one well.

b. Water Storage Pits to Contain Fresh Water or Brine Water: Water stored in pits approved by the County and allowed under COGCC Rules, must meet the definition of fresh water or brine water. Fresh water is defined as containing total dissolved solids (TDS) less than or equal to 5,000 milligrams/liter (mg/l). Brine water is defined as water produced from an oil and/or gas well with TDS of greater than 5,000 mg/l. The Operator is required to remove all free and visible oil, other than *de minimis* or trace amounts, within 24 hours of discovery. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested every six (6) months from the surface of the pit fluids, the first sample to be taken within six (6) months of the pit becoming operational. The County will review water quality data provided by the Operator every six (6) months.

c. Pit Setbacks: All pit construction within $\frac{1}{4}$ mile of a water well is generally discouraged by the County; such pits must be constructed, maintained, repaired and/or removed in accordance with applicable state law and COGCC rules and regulations.

d. Multi-Well Pits: In addition to any requirements stated above, multi-well pits will be lined per the COGCC's lining standards. If a multi-well pit is planned for use over a 2-year or greater period, the pit will be double-lined with leak detection. Fluids stored in multi-well pits will be circulated through a four-phase separator or an API-approved settling tank

or similar equipment prior to such fluids entering the pit, specifically designed to remove solids and reduce hydrocarbon content and emissions. Retention time in a settling tank and the volume of the tank must be sufficient to separate out any floating, dissolved, or emulsified hydrocarbon phases. Lined multi-well pits may be inspected and/or reviewed on an as-needed basis, over the life of the pit, to determine if the water to be stored in the pit or already stored in the pit meets the definition of fresh water. Upon closure of the pit, the Operator will ensure the protection of the public health and environment by following all COGCC pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the pit is open and containing fluid, a representative water sample shall be taken and tested from the surface of the pit every six (6) months. Additional requirements, such as fencing, may be required by the County, pre- or post-construction, if such a pit is determined by the County to be adversely impacting residences, public safety, water wells, or wildlife habitats and migrations.

e. Technological Advances: The County may require additional measures, or approve alternative methods, if new technological methods for pit construction or maintenance are developed pre- or post-construction and such methods are technologically sound, economically practical, and reasonably available to the Operator. Such additional measures will be included in an Exhibit to the MOU.

3. Berms. Berms shall be inspected by Operator on a weekly basis for evidence of discharge. Berms shall be inspected within 48 hours of a precipitation event of 1.0" or more, and Operator shall make necessary repairs as soon as possible, but not more than seventy-two (72) hours after the event.

4. Regular Meetings to Monitor and Discuss MOU Issues. The County and Operator agree to meet quarterly, or as necessary, to monitor and discuss any pertinent issues associated with oil and gas facilities within the County as determined by the County.

5. Water Supply and Quality. In an effort to reduce truck traffic, where feasible, the Operator will identify a water source lawfully available for industrial use, including oil and gas development, close to the facility location, to be utilized by Operator and its suppliers. Operator will comply with the Colorado Department of Public Health and Environment requirements and the Tri-County Health Department (TCHD) regulations concerning water quality. With respect to wastewater treatment, Operator agrees to comply with TCHD's Regulation No. O-14, On-Site Wastewater Treatment Systems, as adopted or modified. The Operator agrees to contact TCHD in a timely manner to arrange for the processing of appropriate application materials and required inspections. Where feasible, temporary surface water lines are encouraged and will be utilized. Operator may be permitted to utilize County Road Right-of-Way, and County drainage culverts, where practical, for the laying and operation of temporary water lines on the surface and in accordance with Adams County Standards and Regulations. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available, with County approval.

6. Baseline and Subsequent Water Quality Testing. Operator agrees to comply with the COGCC's Statewide Groundwater Baseline Sampling and Monitoring Rule 609 or 318 A., as applicable, under COGCC regulations, as adopted or modified, and also agrees to share results with TCHD in addition to the requirements provided herein. To the extent the

requirements of Rule 609 or 318 A., as applicable, and the requirements provided herein are in conflict, Operator will comply with the stricter standard. Such records shall be maintained by Operator for the lifetime of the well site and shall be made available to the County per Records section of the MOU.

a. Criteria and Protocol: Using the COGCC's criteria and protocol for sample analyses, types, orientation, and number, as required under COGCC Rule 609, or COGCC 318A as applicable, Operator will test up to four available water sources within a one half ($1/2$) mile radius of a new oil and gas well, multi-well site, or dedicated injection well as required under COGCC Rule 609, or as appropriate under COGCC 318 A., if applicable.

b. No available water sources within one half mile: If there are no available water sources located within a $1/2$ mile radius of a new oil and gas facility, the Operator, prior to construction, will test the nearest downgradient available water source that is within a one-mile radius of the oil and gas facility.

c. Private Water Well Owner Request: Operator agrees to conduct a baseline test of any water well requested by the owner, on a one-time basis, if such well is within a $1/2$ mile radius of a new oil and gas well or facility, or if such well is determined to be the closest downgradient well that is within a one-mile radius of the oil and gas facility. The requirement to test a well upon request does not apply if the water well has already been tested by any Operator. County may, at its sole discretion, require an Operator to provide reports and results of any identified oil and gas related investigation or remediation at Operator's expense.

7. Spill and Release Management. For all spills and releases reportable to COGCC, operators shall also notify the County verbally or in writing the County's LGD, Local Emergency Planning Committee (LEPC), Office of Emergency Management (OEM), the Planning and Development Department, Sheriff's Office, and the local fire district immediately, but no more than 24 hours after discovery of the spill or release by an operator. This includes spills/release: 1) of any size that impacts or threatens to impact any waters of the state, a residence or occupied structure, livestock, or public byway; 2) in which one (1) or more barrel or more of Exploration and Production Waste or produced fluids is spilled or released outside of berms or other secondary confinement; and 3) of five (5) barrels or more regardless of whether the spill/release is completely contained within berms or other secondary confinement. In addition, the operator shall notify the surface owner or the surface owner's tenant of spills and releases in conformance with COGCC rules.

8. Weed Control and Management. Operator will be responsible for ongoing weed control at oil and gas facilities, and along access roads during construction and operation, until abandonment and final reclamation is completed per County or other applicable agency regulations.

9. Noise. Operator shall abide by COGCC noise standards for all activities and provide and post 24-hour, 7 days per week contact information to deal with all noise complaints arising from Operator's oil and gas facility. Noise mitigation measures shall be constructed along any edge of any oil and gas operation site if such edge is adjacent to existing residential development or land which is zoned for future residential development. During construction, the noise mitigation measures shall, to the maximum extent feasible, decrease noise from the oil and

gas operations to comply with the sound limitation regulations set forth in COGCC rules. The County may request a noise mitigation study to demonstrate that noise levels are in compliance with COGCC rules.

10. Landscaping. All landscaping shall be in compliance with the County requirements and in compliance with the safety requirements of the Operator. Existing vegetation shall be minimally impacted. Motorized equipment shall be restricted to the well sites and access roads to the well sites. A visual mitigation plan, subject to the County approval, on a site specific basis shall include the type and location of all fencing and landscaping. Operator is responsible for obtaining consent by surface owner allowing landscaping as well as automatic irrigation for landscaping in urban mitigation areas and/or parks/recreation areas. All plant materials shall be kept in a healthy growing condition at all times.

11. Emergency Response Plan. Prior to any operations, Operator will provide the County's LGD, OEM, LEPC, Sheriff's Office, Planning and Development Department, and Transportation Department with an Emergency Response Plan (ERP) to address all potential emergencies that may be associated with an oil and gas facility. Operator shall also provide a copy of such plan to all emergency service providers, including, but not limited to, the fire district that would respond to such emergencies. A "will-serve" letter must be obtained from the appropriate emergency provider(s).

12. Private Roads. The Operator agrees to construct (unless already constructed) and maintain an access road designed to meet County and fire district standards and support an imposed load of 75,000 pounds that will accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries (post MOU), new drilling activity and reworks or recompletions of existing wells, unless a local fire department or fire district agrees to a different or lesser standard or waived by the County. With respect to new roads to new tank batteries, the Operator agrees to construct access roads at least twenty (20') feet wide (unless waived by the local fire district and County Transportation Department) with a Class 6 road base, or as approved by the local fire district, at least nine inches (9") thick. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency's sole risk and expense, to ensure that emergency access in accordance with this section is maintained. Operator is required to maintain and repair any damaged roads within ten (10) days of County notice.

13. Public Roads.

a. Operator agrees to utilize existing roads and access points where practical and apply for and obtain access permits for its oil and gas facilities from the Transportation Department. Requirements for the access permit may include the following: a) access location providing for a safe entrance/exit and utilization of main roadways to minimize impact /conflict with residents on local roadways; b) haul route and traffic data; c) pre/post inspection of roadways used by the Operator; d) collateral or bond to insure that road damage caused by the Operator is repaired; e) dust control (material used for dust control must be pre-approved by the

County); f) road maintenance agreement during drilling phase; and g) payment of all applicable fees. Operator also agrees to exercise reasonable efforts to minimize heavy truck traffic on local roads within residential neighborhoods between the hours of 9 p.m. and 6 a.m., and further agrees to work with and show written evidence that the applicable school district(s) has been consulted to minimize traffic conflicts with school buses when schools are in session.

b. Operator agrees to obtain any legally valid and applicable oversize and/or over weight moving permit from the Transportation Department for all vehicles that exceed legal vehicle dimensions or weights as specified by the Colorado Department of Transportation and the County's Development Standards and Regulations.

14. Dust Mitigation. Fresh water, as referenced in the COGCC's Rules and Regulations, or another source as approved by the County on a case by case basis, may be applied to roads and land surfaces for purpose of dust mitigation. Absolutely no other liquid or substance generated by the production of the Operator's facility, including, but not limited to, Exploration and Production Waste (as defined by the COGCC) or any other application of liquids that would have a negative impact to natural resources, shall be permitted to be applied to roads and land surfaces.

15. Fencing. Fencing shall be required around all well site equipment, including, but not limited to, storage tanks, well heads, meters, that is visible from a subdivision west of Imboden Road. Such fencing shall screen equipment, provide safety precautions, and be compatible with surrounding environment. Should fencing apply to a well site(s), the design and construction of such fencing shall be approved by the Planning and Development Department prior to the construction of any site. If a chain link fence is required to achieve safety requirements set by the COGCC, then landscaping and other screening mechanisms shall be required that comply with the County's Development Standards and Regulations and the Operator's safety requirements. Operator shall be responsible for obtaining consent by surface owner allowing any required fencing.

16. Floodplain. Any disturbance within a 100-year floodplain will be allowed if the Operator has obtained a Floodplain Development Permit from the County and has complied with all of the County's legally adopted floodplain and engineering regulations. Pits will not be allowed in 100-year floodplain. A "100-year floodplain" shall be, for purposes of this Section, a "Special Flood Hazard Area" as identified and mapped by the Federal Emergency Management Agency's National Flood Insurance Program and adopted by the County.

17. Painting of Oil and Gas Facilities. Except for such facilities that must be painted a certain color for safety reasons, Operator agrees to paint all new (post-MOU) production facilities with uniform, non-contrasting, non-reflective, color tones and with colors matched to, but slightly darker than, surrounding landscapes, or such other colors and tones as are requested by the surface owner and are in accordance with applicable COGCC Rules, permits and/or orders.

18. Lighting. All permanent lighting of oil and gas well sites shall be directed downward and internally. Temporary lighting shall conform to the COGCC's Rules and Regulations and shall not adversely affect residential adjacent properties.

19. Air Emissions. Air contaminant emission sources shall comply with the permit and control provisions of the state air quality control program (C.R.S. tit.25, art. 7 (C.R.S. § 257-101 et seq.)) and the rules and regulations promulgated by the State Air Quality Control COGCC. The Operator shall employ such control measures and operating procedures as are necessary to minimize fugitive particulate emissions into the atmosphere.

20. Wildlife and Wildlife Habitat: Oil and gas operations shall, to the extent possible, not cause significant degradation of wildlife or sensitive wildlife habitat and shall use best management practices to protect such resources and be in compliance with COGCC requirements as it pertains to wildlife and its habitats.

21. Cultural and Historical Resources: The oil and gas operation shall not, to the extent possible, cause significant degradation of cultural, historic or archaeological sites eligible for County landmarking, or the National Historic Register and shall use best management practices to protect such resources.

22. County Inspections. Operator agrees to allow County access to all oil and gas facilities for inspection, provided County personnel are equipped with all appropriate personal protection equipment (PPE), the personnel comply with the Operator's other and customary safety rules, and, except to the extent allowed by law, the County is responsible for all costs and expenses of such inspections. The County shall use its best efforts to provide advance notice to the Operator prior to an inspection; however, the County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public safety, health or welfare or damage to the property of another. The County reserves the right to inspect pit locations prior to construction, during construction, and after construction, the County also reserves the right to contact the appropriate COGCC area inspector if non-compliance issues are suspected or identified as a result of construction plan reviews, reclamation plan review, field inspections, or if non-compliance issues are not resolved as soon as possible.

23. Notification to Land Owners/Municipalities. Prior to commencement of any new drilling or completion operations, the Operator, utilizing the County Assessor's Office information for both property owners and property mailing addresses, shall provide notification to landowners and municipalities within one-half (1/2) mile of the proposed well site(s).

24. Records. Operator shall maintain all records of information agreed to in MOU, and agrees to share information with County within forty-eight (48) hours upon written request. Records shall be maintained in an organized fashion for each well site.

25. Mapping Information. Operator shall agree to provide coordinates and/or exact location of well sites to the County's GIS Department within forty-eight (48) hours of final completion of a well site in a format acceptable to the County. Any subsequent changes to a well site location shall also be provided to the County within forty-eight (48) hours of such changes.

26. County Land Use Approvals. The Operator understands and agrees that prior to the development or operation of any oil and gas facility in unincorporated portions of the County, that Operator must first obtain approval from the County pursuant to any validly adopted provisions in the Adams County Development Standards and Regulations. The Operator

agrees and consents that the provisions of this MOU are to be included among any conditions for the issuance of any land use approval or permit issued by the County under its Development Standards and Regulations unless, and to the extent waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, the Operator understands and agrees that the provisions of this MOU shall remain conditions of such land use approval or permit regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by the Operator.

a. Concurrent Referral and Review. County staff may refer the complete application for a fourteen (14) working day review by the various County Departments and the County Attorney's Office, as deemed appropriate. An application may require review by outside agencies such as the U.S. Army Corps of Engineers, if the project impacts a floodplain, and may also be referred to any life-safety providers, adjacent jurisdictions, local public health department, and others as may be deemed appropriate.

b. Address Deficiencies. The applicant will be notified of any outstanding issues in connection with application materials upon completion of this review and will be required to address any issues or deficiencies in connection with the application materials. If necessary, a meeting will be held to discuss any issues that need to be resolved. If necessary, the applicant will then submit an amended application, plan or other submittals, as appropriate, to the County for verification that deficiencies have been addressed by the applicant. If the above described outstanding issues cannot be resolved, the County may refer the case to the Board of Adjustment for its consideration.

27. Amendments. Due to the nature of oil and gas operations, the County has adopted regulations in order to protect the health, safety and welfare of County inhabitants and their environs. As such, where there are any amendments to this MOU, the Operator shall be in compliance with Chapter 2 of the Adams County Development Standards and Regulations.

28. State Oil and Gas Permit Approvals. The Operator agrees to include the contents of Exhibit A of this MOU in all Forms 2 and 2A that it submits to the COGCC and consents to the inclusion of the contents of Exhibit A of this MOU as conditions of the issuance of any permit or other form of approval by the COGCC with regard to the location, development or operation of an oil and gas facility in unincorporated portions of the County, unless, and to the extent, waived or modified in writing by the County Manager or his or her designee, or waived or modified on the record at a public hearing before the Adams County Board of County Commissioners; further, Operator understands and agrees that the provisions of this MOU shall remain conditions of permit or other form of approval regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by Operator. The County through the LGD process described in the COGCC's Rules may request that the COGCC impose site specific conditions as part of the state permit process that are in addition to the Operator's practices or procedures agreed upon herein and the Operator may respond to same as set forth in the COGCC's Rules. If the state permit has already been approved and the County and Operator are in agreement as to any subsequent, additional conditions to be placed on the state permit, and said agreement is in writing, the Operator agrees to apply to the COGCC to modify the state permit by allowing such subsequent, additional conditions to be placed on the state permit.

29. Applicability. This MOU shall only apply to Oil and Gas Facilities for which Operator has applied for permits as of the date of this MOU and to any facilities with respect to which Operator receives COGCC approval after the date of this MOU. This MOU shall not be construed to apply to Oil and Gas Facilities for which another operator applies for a permit even though the Operator may have an interest but is not the Operator, and does not apply to wells drilled by the Operator prior to the date of this MOU. Additional facilities may be exempted from some or all of the terms of this MOU, but only if approved in writing by the County Manager or his or her designee, and reviewed by the County Attorney's Office, or approved on the record at a public hearing before the Adams County Board of County Commissioners.

30. Term. This MOU is effective upon the execution by both Parties and shall remain in effect so long as Operator, its subsidiaries, successors or assigns, are engaged in the development or operation of oil and gas facilities within the unincorporated portions of the County; provided, however, this MOU may be terminated by either Party with thirty (30) days prior written notice to the other Party. If there is a new development in state law, rules or judicial decisions that substantially affect any provision of this MOU, the Parties agree to negotiate in an attempt to update this MOU in light of same by a written amendment executed by both Parties. In the event this MOU expires or is otherwise terminated, the substantive requirements stated in this MOU shall survive and remain enforceable against the owner or operator of any oil and gas facilities that were permitted or otherwise approved during the term of this MOU, except to the extent waived or modified pursuant to the provisions of this MOU. Additionally, in the event this MOU expires or is otherwise terminated, no re-permitting of the wells shall be required solely as a result of the termination of this MOU.

31. Obligation of Funds. Nothing in this MOU shall commit either Party to obligate or transfer any funds to the other.

32. Force Majeure. Neither Party will be liable for any delay or failure in performing under this MOU in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

33. Authority to Execute MOU. Each Party represents that it has the full right and authority to enter into this MOU.

34. Governing Law. This MOU shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions.

35. Entire Agreement. Except as expressly set forth herein, this MOU embodies the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. No amendment to this MOU shall be effective unless in writing, signed by the Parties. In the event there is a minor amendment to the MOU, as determined by the County Manager or his or her designee, such amendments will be reviewed by the County Attorney's office and will need to be approved, with signature, by the County Manager or his or her designee. Any and all major amendments may either be directed to the Board of County Commissioners for decision or may

go through the Special Use Permit procedures, as determined by the County Manager or his or her designee.

36. Third Party Beneficiaries. Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party. Further, in cases where pipelines are involved, a conditional use permit may be required, and this MOU shall in no way suggest or provide for approval of a conditional use permit in which a pipeline is proposed to be constructed.

37. Notices. All notices and other correspondence related to this MOU shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third-party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

County: Adams County Attorney
4430 S. Adams County Parkway
Brighton, Colorado 80601

Planning and Development Department
4430 S. Adams County Parkway
Brighton, Colorado 80601

Transportation Department
4430 S. Adams County Parkway
Brighton, Colorado 80601

Operator: GMT Exploration Company LLC
1560 Broadway, Suite 2000
Denver, Colorado 80202

38. Subsidiaries/Successors. The provisions of this MOU shall apply to all subsidiaries and successors-in-interest of the Operator with respect to any oil and gas facilities permitted or otherwise approved during the term of this MOU.

39. Default. If a Party defaults in the performance of an obligation under this MOU, the defaulting Party shall have ten (10) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) days and the defaulting Party commences the cure within such ten (10) day period and diligently pursues its completion; however, in the event that the default involves an issue that could have an immediate impact on public health, safety or welfare, or cause damage to property of another, the defaulting party shall immediately begin action to cure the default. Each alleged default shall be treated separately under this paragraph and notice of an alleged default shall not affect the processing of permit applications while the notice is being evaluated, contested or corrected. In

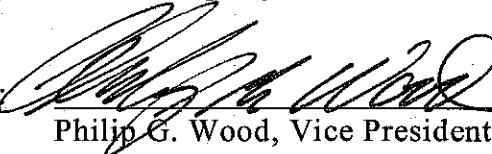
the event of a default, the Parties shall be entitled to seek specific performance as well as any other available remedies.

40. Jurisdiction: Waiver of Rights. The parties acknowledge, understand and agree that this agreement shall not be used as evidence that either party has waived any rights to assert its claims concerning the validity or extent of the County's land use jurisdiction. Nothing in this agreement shall be construed as an admission regarding the existence of proper jurisdictional authority or waiver by either party of any legal right or obligation, nor shall anything be construed as a bar to either party to seek any legal remedy available to it. The Operator agrees, however, that it will not exert jurisdictional or preemption arguments with respect to the specific performance obligations contained in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by a duly authorized representative on the day and year indicated below.

Operator:

GMT Exploration Company LLC

By: 
Philip G. Wood, Vice President - Land

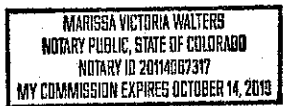
Date: 1/30/2018

Acknowledgment for Corporation

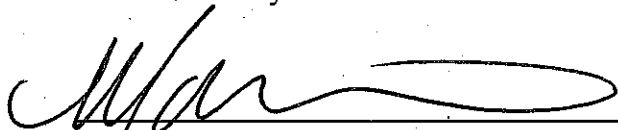
STATE OF Colorado §
 §
COUNTY OF Adams §

The foregoing instrument was acknowledged before me this January 30th, 2018 by Philip G. Wood, Vice President of GMT Exploration Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: 10/14/2019



Witness my hand and seal.



Signature

Marissa Walters

Name of Notary

1560 Broadway Suite 2000 Denver CO 80202

Address of Notary

**Board of County Commissioners of
Adams County:**

By: _____

Date: _____

STATE OF Colorado _____ §

COUNTY OF Adams _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by the Board of County Commissioners.

My commission expires: _____

Witness my hand and seal.

Signature

Name of Notary

Address of Notary

Approved as to form

County Attorney

EXHIBIT A

The following conditions will apply to all of Operator's newly permitted wells and facilities within unincorporated Adams County, as of the effective date of the fully executed MOU between Adams County and Operator. Site-specific conditions may be incorporated into the COGCC permit approval process through the LGD process as described in the Commission's Rules, or by Sundry notice (COGCC Form 4) if there is agreement between Operator and Adams County.

1.) Operator's Pit Practices within the County.

- a. Operator shall use closed-loop or modified closed loop systems, as defined below, for drilling and completions; however, pits may be allowed in approved by the Colorado Oil and Gas Conservation Commission (COGCC) in accordance with COGCC rules and if approval is also obtained from Adams County (the "County"), excepting that flare, emergency, plugging and work-over pits that are approved by the COGCC in accordance with Commission rules are allowed without prior County approval if constructed and operated in compliance with the Commission's Rules and if located more than ¼ mile from any occupied building. Use of these pits except emergency pits, within ¼ mile of an occupied building must be authorized by the county.
 - b. Modified closed-loop systems include oil and gas wells where air or fresh water is used to drill through the surface casing interval, defined as fifty (50) feet below the depth of the deepest aquifer, and a closed loop system is used for the remainder of the drilling and/or completion or recompletion procedures.
 - c. If Operator indicates that a closed-loop system or modified closed-loop section will be used for drilling and completions, this section will not be applicable.
- 2.) **Berms.** Operator will inspect berms on a weekly basis for evidence of discharge and within 48 hours of precipitation event of 1.0" or more, and shall make necessary repairs as soon as possible, but not more than seventy-two (72) hours after the event. Inspection and maintenance records will be provided to the County upon request.
- 3.) **Water Supply and Quality.** To reduce truck traffic, where feasible, temporary surface water lines are encouraged and will be utilized. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available
- 4.) **Wastewater Treatment.** Operator agrees to comply with the Tri-County Health Department (TCHD) regulations concerning water quality, and with respect to waste water treatment, Operator agrees to comply with TCHD's Regulation No. O-14, On-Site Wastewater Treatment Systems, as adopted or modified. The Operator agrees to contact TCHD in a timely manner to arrange for the processing of appropriate application materials and required inspections.
- 5.) **Baseline Water Quality Testing.** Operator shall comply with the COGCC's Statewide Groundwater Baseline Sampling and Monitoring Rule 609, or COGCC 318A as applicable. Facilities subject to the requirements of this section are oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks, and dehydration units. To the extent the

requirements of Rule 609, or 313A as applicable, and the requirements provided herein are in conflict, Operator shall comply with the stricter standard.

- a. Using the COGCC's criteria and protocol for sample analyses, types, orientation, and number, Operator shall test up to four available water sources within a one half (1/2) mile radius of new oil and gas facility.
 - b. If there are not available water sources located within a ½ mile radius of new oil and gas facility, the Operator shall test the nearest downgradient available water source that is within one-mile of the oil and gas facility.
 - c. To the extent requested by an owner, Operator shall conduct a baseline test of any water sources, on a one-time basis, within a ½ mile radius of a new oil and gas well or facility. The requirement to test a water source upon request does not apply if the water source has already been tested.
 - d. For a location that will include only facilities where Rule 609 does not require Baseline Sampling (flow lines, tank batteries, compressor stations, pits/ponds, below grade tanks, dehydrations units, and vapor recovery units) the Form 2A will refer to the MOU requirement for Baseline Sampling.
- 6.) **Material Handling and Spill Prevention.** Spill Prevention, Control, and Countermeasures (SPCC) will be in place to address construction, drilling and operations associated with oil and gas development throughout the state of Colorado in accordance with CFR 112 prior to any construction, drilling or operations related activity. Pumper will visit the location daily and visually inspect all wellheads and fittings for leaks. Additionally, monthly SPCC inspections will be conducted. All material that is considered a fire hazard shall be a minimum of 25' from the wellhead. Electrical equipment will comply with the current national electrical code. Operator will comply with state and federal laws, rules and regulations governing the presence of any petroleum products, toxic hazardous chemicals or wastes.
- 7.) **Spill and Release Management.** For all spills and releases reportable to COGCC, operators shall also notify the County verbally or in writing the County's LGD, Local Emergency Planning Committee (LEPC), Office of Emergency Management (OEM), the Planning and Development Department, Sheriff's Office, and the local fire district immediately, but no more than 24 hours after discovery of the spill or release by an operator. In addition, the operator shall notify the surface owner or the surface owner's tenant of spills and releases in conformance with COGCC rules. Operator will submit copies of any Form 19 filed with the COGCC to the County LGD.
- 8.) **Weed Control and Management.** Operator shall be responsible for ongoing noxious weed control on any disturbed area, from the construction phase to the closure of the well or facility.
- 9.) **Noise.** Operator shall abide by COGCC noise standards for all activities and provide to the LGD 24 hour, 7 days a week contact information to respond to all noise complaints arising from Operator's oil and gas facilities. Operator will post this information on a sign at the entrance to the access road.
- 10.) **Private Roads.** The Operator agrees to construct (unless already constructed) and maintain an access road designed to accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (Cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank

batteries, new drilling activity, reworks, or recompletions of existing wells. With respect to new roads to new tank batteries, the Operator agrees to construct access roads at least twenty (20') feet wide (unless waived by the local fire district and County Transportation Department) with a Class 6 road base, or as approved by the local fire district, at least nine inches (9") thick.

11.) **Painting of Oil and Gas Facilities Painting.** Except for such facilities that must be painted a certain color for safety reasons, Operator shall paint all new production facilities with uniform, non-contrasting, non-reflective color tones with colors matched to, but slightly darker, than surrounding landscape.

12.) **Lighting.** All permanent lighting of oil and gas well sites shall be directed downward and internally.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 3-13-18
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 Northglenn Ambulance, Inc.

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 Northglenn Ambulance, Inc., 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 NORTHGLENN
AMBULANCE, INC.**

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, Northglenn Ambulance, Inc., 10655 Washington Street, Northglenn, CO 80233, 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 Northglenn Ambulance, Inc.’s ambulances and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, Northglenn Ambulance, Inc., 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 Northglenn Ambulance, Inc., 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 3/18

Licensing Fee: \$1725

Ambulance Service License

This is to Certify, that Northglenn Ambulance, Inc., 10655 Washington Street, Northglenn, CO 80233, 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 31st of March 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: March 13, 2018
SUBJECT: Resolution accepting a permanent drainage easement from School District No. 1 to Adams County for storm water drainage purposes
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & 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 a resolution accepting a permanent drainage easement from School District No. 1 to Adams County

BACKGROUND:

Adams County is acquiring a permanent drainage easement from School District No. 1 for a property located at 7700 Delta Street. The purpose of the easement is to allow the County to enter the property to inspect and maintain drainage facilities, which include inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, etc, located on the property. Said easement is to be used solely in the event the Grantor fails to maintain such drainage facilities.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Drainage Easement
Board of County Commissioners Resolution
Planning Commission Resolution

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:

Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2018-

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT
FROM SCHOOL DISTRICT NO. 1 TO ADAMS COUNTY FOR STORM WATER
DRAINAGE PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Drainage Easement from School District No. 1 for property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Drainage Easement is in conjunction with the school district's re-development project; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from School District No. 1 a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That School District No. 1, whose legal address is 591 E 80th Avenue, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A & B" attached hereto and incorporated by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the drainage facilities, all of the County's costs to maintain the drainage facilities shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 6th day of DECEMBER, 2017.

Name,

School District No. 1

By: Charlotte Ciancio

Print Name: CHARLOTTE CIANCIO

Print Title: SUPERINTENDENT

STATE OF COLORADO)

) §

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2017 by CHARLOTTE CIANCIO, as SUPERINTENDENT of MAPLETON PUBLIC SCHOOLS, a PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Silvia Garcia
Notary Public

My commission expires: 09/19/2018

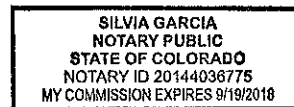


EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

AN EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS A PORTION OF TRACT A, BLOCK 28, SHERRELWOOD ESTATES—FILING NO. 1, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 24, 1958 AT RECEPTION NO. 569158 (FILE 10, MAP 301), LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

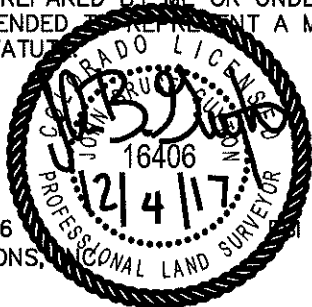
CONSIDERING THE NORTH LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, TO BEAR NORTH 52°25'25" EAST, A DISTANCE OF 450.30 FEET BETWEEN A FOUND 3/4" BRASS TAG "FSI 16406", AT THE NORTHWEST CORNER OF SAID TRACT A AND A FOUND 3/4" BRASS TAG "FSI 16406", AT A POINT OF CURVATURE ALONG SAID NORTHERLY LINE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A, BLOCK 28; THENCE ALONG THE SOUTH LINE OF SAID TRACT A THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 40°05'01" WEST, A DISTANCE OF 200.35 FEET;
- 2) THENCE SOUTH 89°47'56" WEST, A DISTANCE OF 221.86 FEET TO A POINT, FROM WHICH THE NORTHWEST CORNER OF SAID TRACT A, BLOCK 28 BEARS NORTH 55°16'57" WEST, A DISTANCE OF 825.22 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°11'51" EAST, A DISTANCE OF 56.31 FEET; THENCE NORTH 60°15'58" EAST, A DISTANCE OF 42.73 FEET; THENCE NORTH 73°22'01" WEST, A DISTANCE OF 27.67 FEET TO A POINT OF CURVATURE; THENCE 51.29 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 46°38'39", SUBTENDED BY A CHORD BEARING NORTH 83°18'39" EAST, A DISTANCE OF 49.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°59'20" EAST, A DISTANCE OF 199.96 FEET TO A POINT OF CURVATURE; THENCE 22.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 20°05'30", SUBTENDED BY A CHORD BEARING NORTH 49°56'35" EAST, A DISTANCE OF 21.98 FEET; THENCE NORTH 39°58'17" EAST, A DISTANCE OF 9.75 FEET; THENCE NORTH 39°53'51" EAST, A DISTANCE OF 15.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CONIFER ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 49°54'59" EAST, A DISTANCE OF 110.06 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 41,712 SQ.FT. OR 0.96 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.




JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 16-68,569

JOB NUMBER: 16-68,569--DRAINAGE EASEMENT--A
DRAWN BY: M. VOYLES

DATE: MAY 10, 2017 (REV 11/04/17)

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



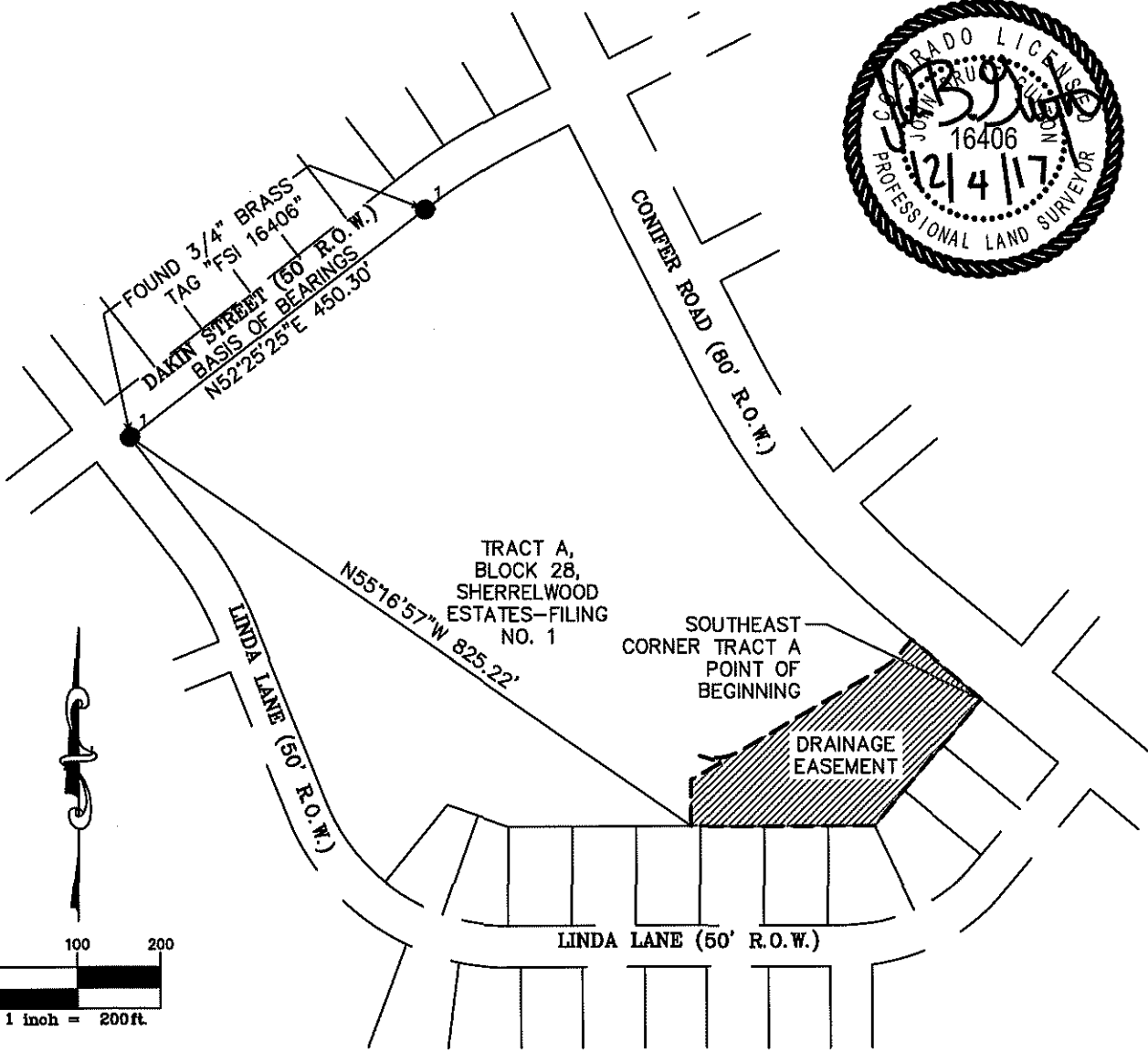
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

BY:IMVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:53 AM

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO


SHEET 2 OF 3



BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:53 AM

JOB NUMBER: 16-68,569-DRAINAGE EASEMENT-A
 DRAWN BY: M. VOYLES
 DATE: MAY 10, 2017 (REV 11/04/17)
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Flatirons, Inc.
 Surveying, Engineering & Geomatics

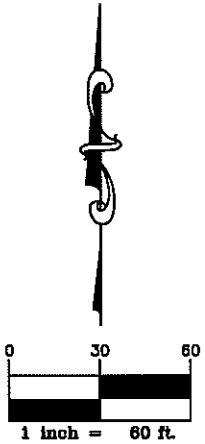


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RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3



TRACT A,
BLOCK 28

N39°53'51"E
15.73'
N39°58'17"E
9.75'

CONIFER ROAD
(80' R.O.W.)

S49°54'59"E 110.06'

POINT OF
BEGINNING

L=51.29'
R=63.00'
Δ=46°38'39"
CH=N83°18'39"E
49.88'

L=22.09'
R=63.00'
Δ=20°05'30"
CH=N49°56'35"E
21.98'

N59°59'20"E 199.96'

N73°22'01"W
27.67'

N00°11'51"E
56.31'

N60°15'58"E
42.73'

TOTAL AREA
DRAINAGE EASEMENT:
41,712 S.F.
(0.96 ACRES)
MORE OR LESS

S40°05'01"W 200.35'

LOT 1,
BLOCK 28

LOT 2,
BLOCK 28

LOT 3,
BLOCK 28

S89°47'56"W 221.86'

LOT 7,
BLOCK 28

LOT 6,
BLOCK 28

LOT 5,
BLOCK 28

LOT 4,
BLOCK 28




JOB NUMBER: 16-68,569-DRAINAGE EASEMENT-A
DRAWN BY: M. VOYLES

DATE: MAY 10, 2017 (REV 11/04/17)

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BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:54 AM

EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

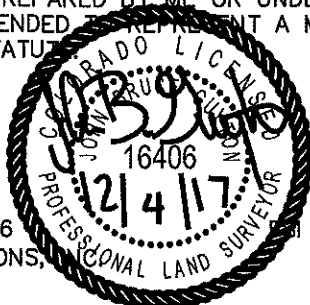
AN EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS A PORTION OF TRACT A, BLOCK 28, SHERRELWOOD ESTATES—FILING NO. 1, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 24, 1958 AT RECEPTION NO. 569158 (FILE 10, MAP 301), LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, TO BEAR NORTH 52°25'25" EAST, A DISTANCE OF 450.30 FEET BETWEEN A FOUND 3/4" BRASS TAG "FSI 16406", AT THE NORTHWEST CORNER OF SAID TRACT A AND A FOUND 3/4" BRASS TAG "FSI 16406", AT A POINT OF CURVATURE ALONG SAID NORTHERLY LINE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF TRACT A; THENCE SOUTH 78°02'41" EAST A DISTANCE OF 812.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49°03'04" EAST, A DISTANCE OF 39.78 FEET; THENCE SOUTH 40°56'56" EAST, A DISTANCE OF 12.23 FEET; THENCE NORTH 49°03'04" EAST, A DISTANCE OF 7.00 FEET TO THE EASTERLY LINE OF SAID TRACT A, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF CONIFER ROAD AND ALSO BEING A POINT OF CURVATURE; THENCE 98.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET AND AN INCLUDED ANGLE OF 06°00'13", SUBTENDED BY A CHORD BEARING SOUTH 46°11'07" EAST, A DISTANCE OF 98.45 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 24°52'23" WEST, A DISTANCE OF 5.94 FEET; THENCE SOUTH 50°06'09" EAST, A DISTANCE OF 15.41 FEET; THENCE SOUTH 39°53'51" WEST, A DISTANCE OF 30.23 FEET; THENCE SOUTH 59°59'20" WEST, A DISTANCE OF 61.35 FEET; THENCE NORTH 23°11'30" WEST, A DISTANCE OF 47.66 FEET; THENCE NORTH 44°27'59" WEST, A DISTANCE OF 42.01 FEET; THENCE NORTH 04°05'03" WEST, A DISTANCE OF 42.20 FEET TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINING 9,405 SQ.FT. OR 0.22 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.




JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 16-68,569

JOB NUMBER: 16-68,569--DRAINAGE EASEMENT--B
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/04/17)

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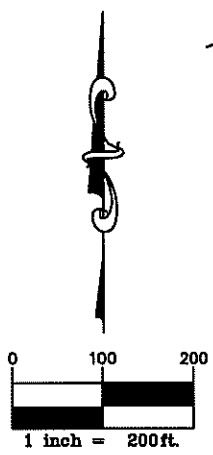
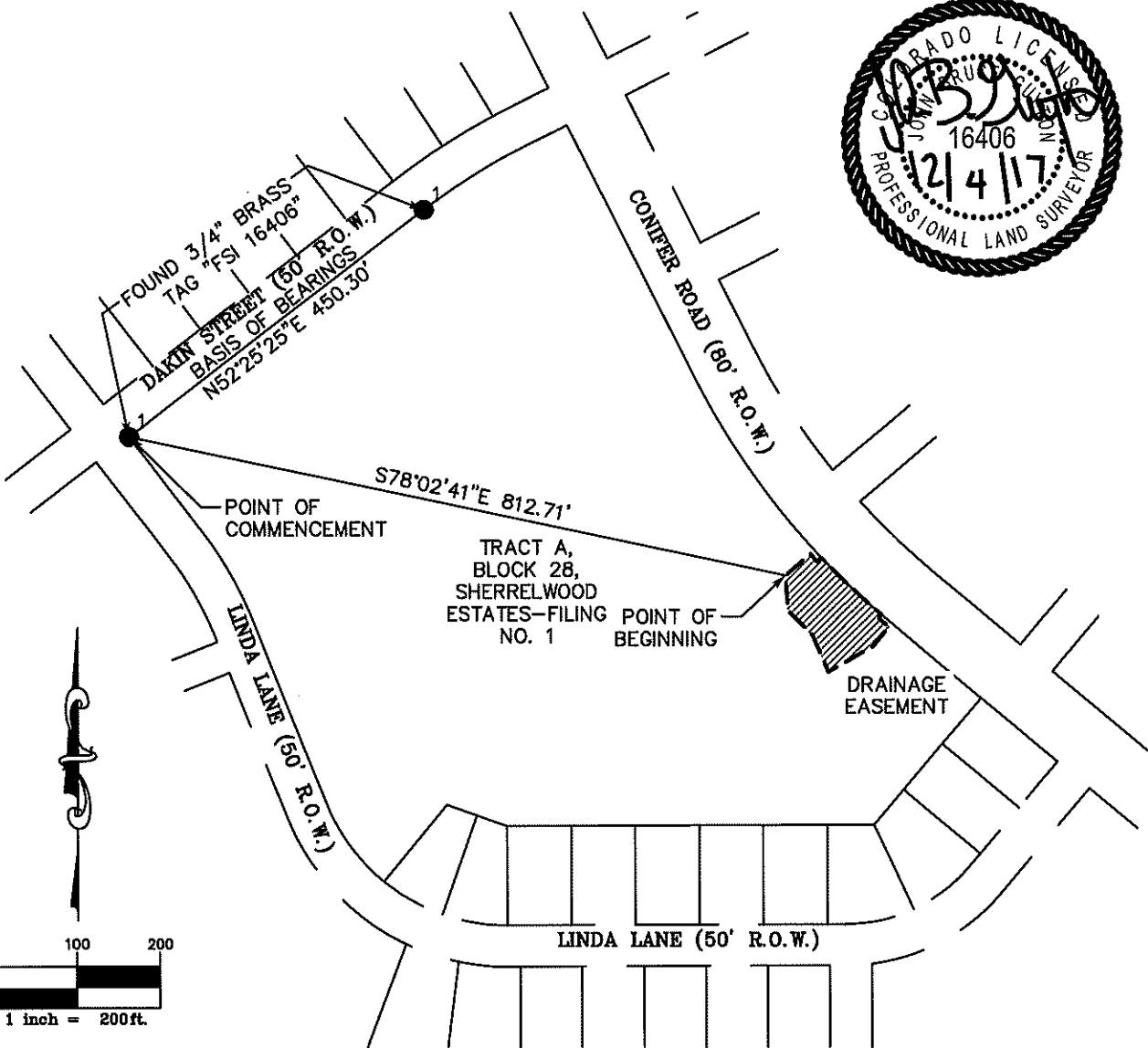


BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:55 AM

EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3




BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:56 AM

JOB NUMBER: 16-68,569-DRAINAGE EASEMENT-B
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/04/17)

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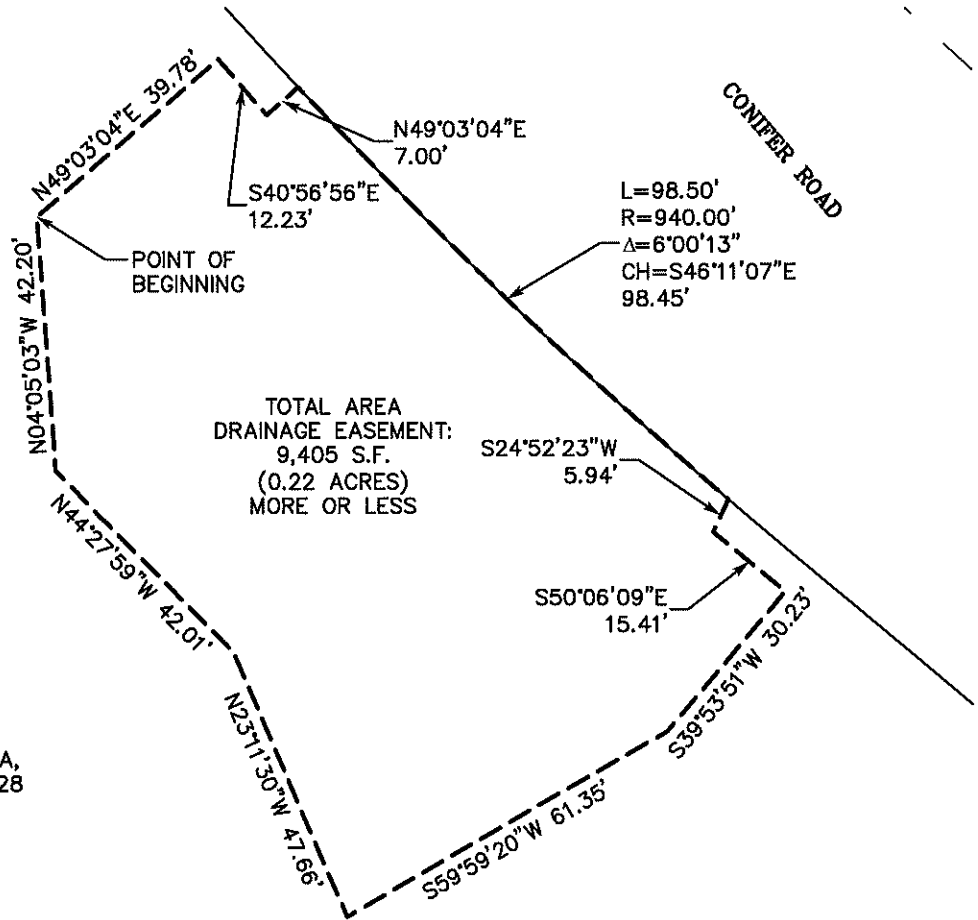


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EXHIBIT "B"

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COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3



BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:56 AM

JOB NUMBER: 16-68,569-DRAINAGE EASEMENT-B
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/04/17)

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**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE
EASEMENT FROM SCHOOL DISTRICT NO. 1 TO ADAMS COUNTY FOR STORM
WATER DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11th day of January, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent drainage easement from School District No. 1 for storm water drainage purposes, being on the following described property:

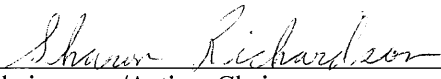
See Legal Description as set forth in Exhibit "A & B" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Drainage Easement is in conjunction with construction of a new school for a property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Permanent Drainage Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting, Chairman
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Resolution accepting a permanent fire lane access easement from School District No. 1 to Adams County for emergency access purposes
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & 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 a resolution accepting a permanent fire lane access easement from School District No. 1 to Adams County

BACKGROUND:

Adams County is acquiring a fire lane access easement from School District No.1 for a property located at 7700 Delta Street. This easement agreement will provide the County a permanent fire lane access easement for the purposes of emergency vehicle access from Dakin Street and Conifer Road to the School District's property. Said easement is to be used solely in the event the Grantor fails to maintain such fire lane access. In the event the County has to maintain the fire lane access, the School District shall reimburse the County for all of the costs associated with such maintenance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Fire Lane Access Easement
Board of County Commissioners Resolution
Planning Commission Resolution

FISCAL IMPACT:

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

Fund: N/A
Cost Center: N/A

	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

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2018-

**RESOLUTION ACCEPTING A PERMANENT FIRE LANE ACCESS EASEMENT
FROM SCHOOL DISTRICT NO. 1 TO ADAMS COUNTY FOR
EMERGENCY ACCESS PURPOSES**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Permanent Fire Lane Access Easement from School District No. 1 for property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian as described in the attached easement agreement; and

WHEREAS, this Permanent Fire Lane Access Easement is in conjunction with the school district's re-development project; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Fire Lane Access Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Fire Lane Access Easement from School District No. 1 a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT FIRE LANE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That School District No. 1, whose address is 591 East 80th Avenue, Denver, Colorado, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent fire lane access easement for the purpose of emergency access from Dakin Street and Conifer Road on to School District No. 1 owned property. Said easement to be used solely in the event Grantor fails to maintain such fire lane access together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A & B" attached hereto and incorporated by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said fire land access.

In the event the County exercises its right to maintain the fire lane access all of the County's costs to maintain the emergency access shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the county, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to it original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damage caused on said easement arising out of the reconstruction, maintenance and repair of said emergency access and appurtenances in the exercise of the rights hereby provided

shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

6th day of DECEMBER 2017.

Name,

By: Charlotte Ciancio

Print Name: CHARLOTTE CIANCIO

Print Title: SUPERINTENDENT

STATE OF COLORADO)
) §
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2017 by CHARLOTTE CIANCIO, as SUPERINTENDENT of MAPLETON PUBLIC SCHOOLS, a PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Silvia Garcia
Notary Public

My commission expires: 09/19/2018

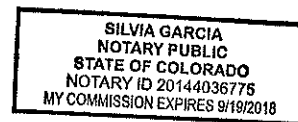


EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 4

AN EASEMENT FOR FIRE LANE PURPOSES OVER AND ACROSS A PORTION OF TRACT A, BLOCK 28, SHERRELWOOD ESTATES—FILING NO. 1, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 24, 1958 AT RECEPTION NO. 569158 (FILE 10, MAP 301), LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, TO BEAR NORTH 52°25'25" EAST, A DISTANCE OF 450.30 FEET BETWEEN A FOUND 3/4" BRASS TAG "FSI 16406", AT THE NORTHWEST CORNER OF SAID TRACT A AND A FOUND 3/4" BRASS TAG "FSI 16406", AT A POINT OF CURVATURE ALONG SAID NORTHERLY LINE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID POINT OF CURVATURE, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET AND 24.32 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET AND AN INCLUDED ANGLE 01°55'18", SUBTENDED BY A CHORD BEARING NORTH 53°23'04" EAST, A DISTANCE OF 24.31 FEET TO THE POINT OF BEGINNING;


THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 27.55 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET AND AN INCLUDED ANGLE OF 02°10'37", SUBTENDED BY A CHORD BEARING NORTH 55°26'02" EAST, A DISTANCE OF 27.55 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 33°29'46" EAST, A DISTANCE OF 46.91 FEET; THENCE SOUTH 34°26'27" EAST, A DISTANCE OF 116.59 FEET TO A POINT OF CURVATURE; THENCE 103.69 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 94°17'58", SUBTENDED BY A CHORD BEARING SOUTH 12°42'32" WEST, A DISTANCE OF 92.37 FEET TO A POINT OF TANGENCY; THENCE SOUTH 59°51'31" WEST, A DISTANCE OF 10.93 FEET TO A POINT OF CURVATURE; THENCE 39.35 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND AN INCLUDED ANGLE OF 90°11'15", SUBTENDED BY A CHORD BEARING SOUTH 14°46'27" WEST, A DISTANCE OF 35.41 FEET; THENCE SOUTH 30°18'37" EAST, A DISTANCE OF 21.85 FEET; THENCE SOUTH 59°31'15" WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 30°18'37" WEST, A DISTANCE OF 120.08 FEET; THENCE NORTH 59°51'31" EAST, A DISTANCE OF



JOB NUMBER: 16-68,569-FIRE LANE EASEMENT A
DRAWN BY: M. VOYLES
DATE: MAY 10, 2017 (REV 11/04/17)

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Flatirons, Inc.
Surveying, Engineering & Geomatics



3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
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BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:47 AM

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 4

26.00 FEET; THENCE SOUTH 30°18'37" EAST, A DISTANCE OF 22.07 FEET TO A POINT OF CURVATURE; THENCE 39.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND AN INCLUDED ANGLE OF 89°49'52", SUBTENDED BY A CHORD BEARING SOUTH 75°13'33" EAST, A DISTANCE OF 35.30 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°51'31" EAST, A DISTANCE OF 11.15 FEET TO A POINT OF CURVATURE; THENCE 60.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 37.00 FEET AND AN INCLUDED ANGLE OF 94°17'58", SUBTENDED BY A CHORD BEARING NORTH 12°42'32" EAST, A DISTANCE OF 54.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°26'27" WEST, A DISTANCE OF 116.58 FEET; THENCE NORTH 35°23'08" WEST, A DISTANCE OF 46.86 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 10,753 SQ.FT. OR 0.25 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF THE COLORADO STATE STATUTE.




JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 16-68,569

JOB NUMBER: 16-68,569-FIRE LANE EASEMENT A
DRAWN BY: M. VOYLES
DATE: MAY 10, 2017 (REV 11/04/17)

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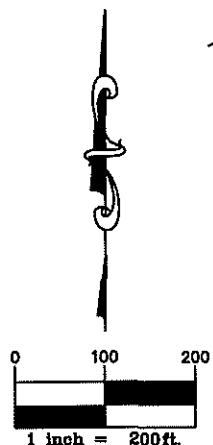
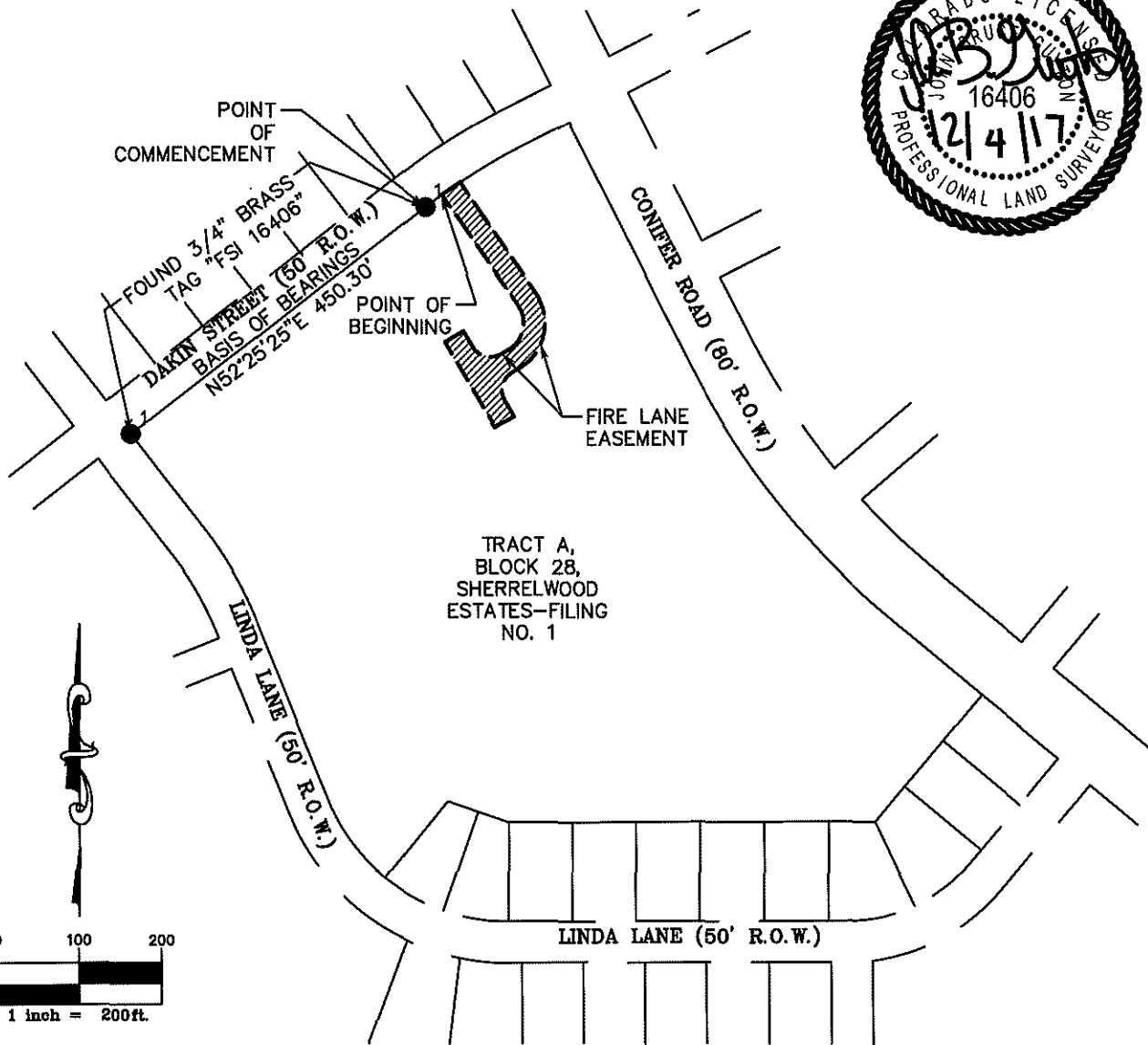


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EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 4




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DATE: MAY 10, 2017 (REV 11/04/17)

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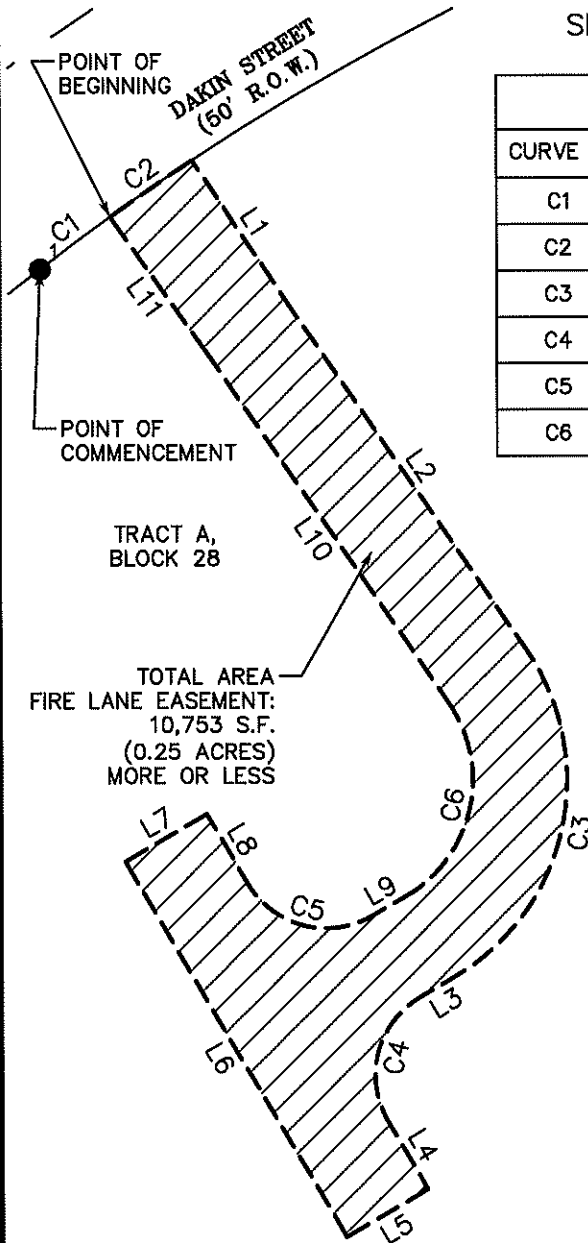


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EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

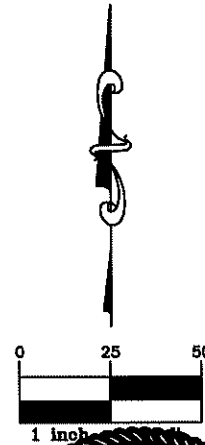
SHEET 4 OF 4



TOTAL AREA
FIRE LANE EASEMENT:
10,753 S.F.
(0.25 ACRES)
MORE OR LESS

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	24.32	725.00	1°55'18"	N53°23'04"E	24.31
C2	27.55	725.00	2°10'37"	N55°26'02"E	27.55
C3	103.69	63.00	94°17'58"	S12°42'32"W	92.37
C4	39.35	25.00	90°11'15"	S14°46'27"W	35.41
C5	39.20	25.00	89°49'52"	S75°13'33"E	35.30
C6	60.90	37.00	94°17'58"	N12°42'32"E	54.25

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	46.91	S33°29'46"E
L2	116.59	S34°26'27"E
L3	10.93	S59°51'31"W
L4	21.85	S30°18'37"E
L5	26.00	S59°31'15"W
L6	120.08	N30°18'37"W
L7	26.00	N59°51'31"E
L8	22.07	S30°18'37"E
L9	11.15	N59°51'31"E
L10	116.58	N34°26'27"W
L11	46.86	N35°23'08"W



JOB NUMBER: 16-68,569-FIRE LANE EASEMENT A
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EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 5

AN EASEMENT FOR FIRE LANE PURPOSES OVER AND ACROSS A PORTION OF TRACT A, BLOCK 28, SHERRRELWOOD ESTATES—FILING NO. 1, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 24, 1958 AT RECEPTION NO. 569158 (FILE 10, MAP 301), LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: :

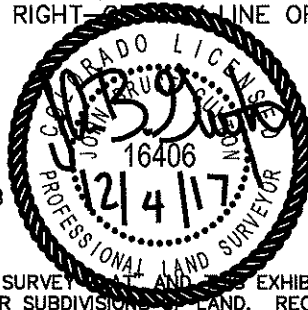
CONSIDERING THE NORTH LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, TO BEAR NORTH 52°25'25" EAST, A DISTANCE OF 450.30 FEET BETWEEN A FOUND 3/4" BRASS TAG "FSI 16406", AT THE NORTHWEST CORNER OF SAID TRACT A AND A FOUND 3/4" BRASS TAG "FSI 16406", AT A POINT OF CURVATURE ALONG SAID NORTHERLY LINE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT A, BLOCK 28; THENCE ALONG THE EASTERLY LINE OF SAID TRACT A, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF CONIFER ROAD, N49°54'59"W, A DISTANCE OF 110.06 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, SOUTH 39°53'51" WEST, A DISTANCE OF 15.73 FEET; THENCE SOUTH 39°58'17" WEST, A DISTANCE OF 9.75 FEET TO A POINT OF CURVATURE; THENCE 22.09 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 20°05'30", SUBTENDED BY A CHORD BEARING SOUTH 49°56'35" WEST, A DISTANCE OF 21.98 FEET; THENCE SOUTH 59°59'20" WEST, A DISTANCE OF 199.96 FEET TO A POINT OF CURVATURE; THENCE 51.29 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 46°38'39", SUBTENDED BY A CHORD BEARING SOUTH 83°18'39" WEST, A DISTANCE OF 49.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 73°22'01" WEST, A DISTANCE OF 123.78 FEET TO A POINT OF CURVATURE; THENCE 146.63 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND AN INCLUDED ANGLE OF 133°21'21", SUBTENDED BY A CHORD BEARING NORTH 06°41'21" WEST, A DISTANCE OF 115.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°59'20" EAST, A DISTANCE OF 192.72 FEET TO A POINT OF CURVATURE; THENCE 4.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND AN INCLUDED ANGLE OF 11°10'24", SUBTENDED BY A CHORD NORTH 65°28'38" EAST, A DISTANCE OF 4.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 71°03'52" EAST, A DISTANCE OF 48.01 FEET TO A POINT OF CURVATURE; THENCE 12.70 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND AN INCLUDED ANGLE OF 24°15'13", SUBTENDED BY A CHORD BEARING NORTH 58°56'15" EAST, A DISTANCE OF 12.60 FEET; THENCE NORTH 46°00'48" EAST, A DISTANCE OF 18.58 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF CONIFER ROAD, FROM WHICH

BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 9:50 AM

JOB NUMBER: 16-68,569—FIRE LANE EASEMENT B
DRAWN BY: M. VOYLES
DATE: MAY 10, 2017 (REV 11/04/17)



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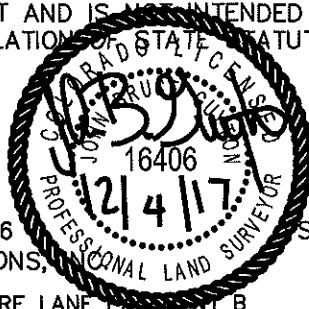
EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 5

THE NORTHWEST CORNER OF SAID TRACT A, BLOCK 28 BEARS NORTH 82°47'56" WEST, A DISTANCE OF 804.25 FEET, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE 26.06 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET AND AN INCLUDED ANGLE OF 01°35'18", SUBTENDED BY A CHORD BEARING SOUTH 40°14'07" EAST, A DISTANCE OF 26.06 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY; SOUTH 46°00'48" WEST, A DISTANCE OF 17.03 FEET TO A POINT OF CURVATURE; THENCE 23.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 56.00 FEET AND AN INCLUDED ANGLE OF 24°28'03", SUBTENDED BY A CHORD BEARING SOUTH 58°49'50" WEST, A DISTANCE OF 23.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°03'52" WEST, A DISTANCE OF 47.91 FEET; THENCE SOUTH 59°59'20" WEST, A DISTANCE OF 192.67 FEET TO A POINT OF CURVATURE; THENCE 86.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 37.00 FEET AND AN INCLUDED ANGLE OF 133°21'21", SUBTENDED BY A CHORD BEARING SOUTH 06°41'21" EAST, A DISTANCE OF 67.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°22'01" EAST, A DISTANCE OF 123.78 FEET TO A POINT OF CURVATURE; THENCE 30.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 37.00 FEET AND AN INCLUDED ANGLE OF 46°38'39", SUBTENDED BY A CHORD BEARING NORTH 83°18'39" EAST, A DISTANCE OF 29.30 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°59'20" EAST, A DISTANCE OF 199.96 FEET TO A POINT OF CURVATURE; THENCE 12.97 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 37.00 FEET AND AN INCLUDED ANGLE OF 20°05'30", SUBTENDED BY A CHORD BEARING NORTH 49°56'35" EAST, A DISTANCE OF 12.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 39°53'51" EAST, A DISTANCE OF 25.56 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF CONIFER ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 49°54'59" EAST, A DISTANCE OF 26.01 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 20,879 SQ.FT. OR 0.48 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.




JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. SI JOB NO. 16-68,569

JOB NUMBER: 16-68,569-FIRE LANE EASEMENT B
DRAWN BY: M. VOYLES
DATE: MAY 10, 2017 (REV 11/04/17)

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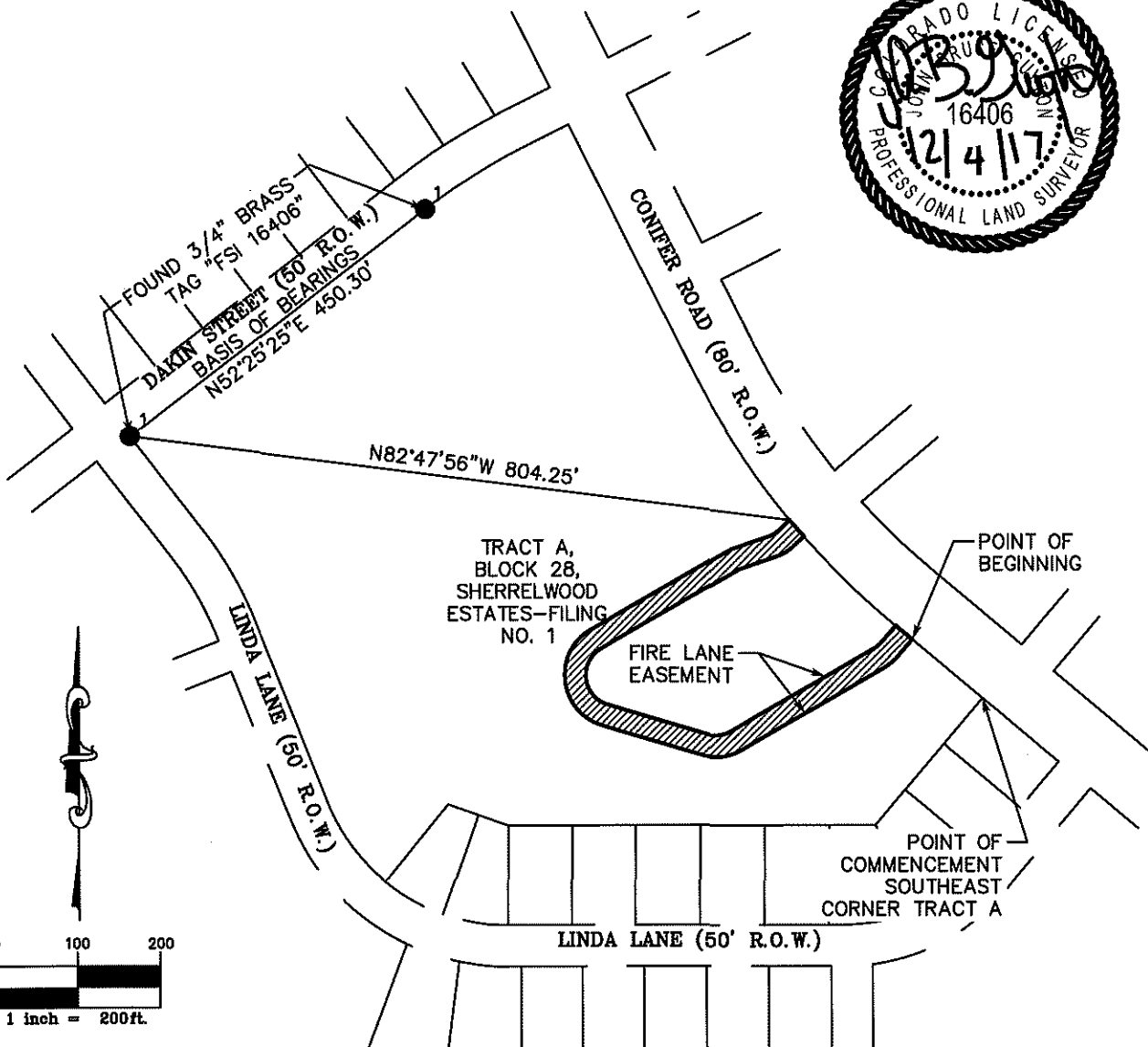
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EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 5




BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 9:51 AM

JOB NUMBER: 16-68,569-FIRE LANE EASEMENT B
DRAWN BY: M. VOYLES
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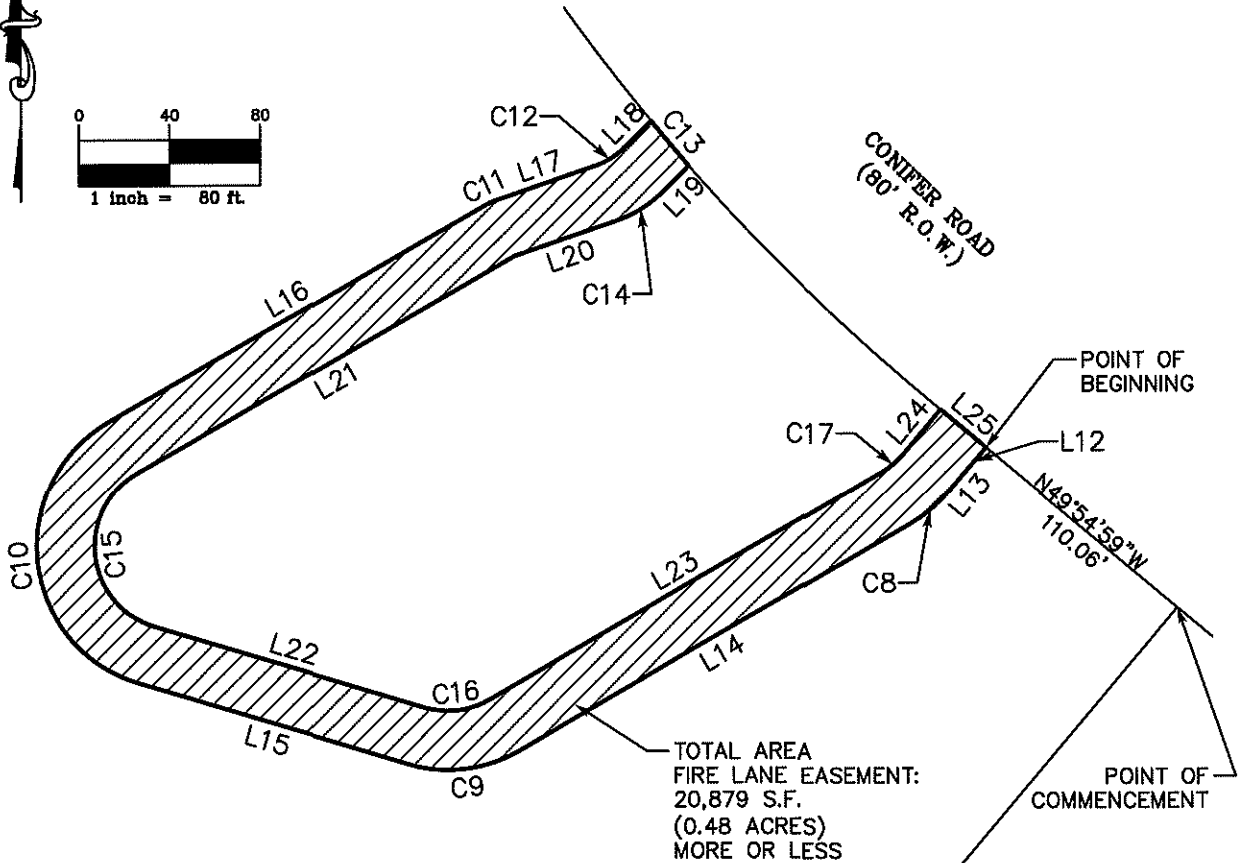
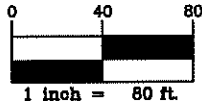


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EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 5



TOTAL AREA
FIRE LANE EASEMENT:
20,879 S.F.
(0.48 ACRES)
MORE OR LESS

POINT OF
COMMENCEMENT




BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:51 AM

JOB NUMBER: 16-68,569-FIRE LANE EASEMENT B
DRAWN BY: M. VOYLES
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LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 5 OF 5

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L12	15.73	S39°53'51"W
L13	9.75	S39°58'17"W
L14	199.96	S59°59'20"W
L15	123.78	N73°22'01"W
L16	192.72	N59°59'20"E
L17	48.01	N71°03'52"E
L18	18.58	N46°00'48"E
L19	17.03	S46°00'48"W
L20	47.91	S71°03'52"W
L21	192.67	S59°59'20"W
L22	123.78	S73°22'01"E
L23	199.96	N59°59'20"E
L24	25.56	N39°53'51"E
L25	26.01	S49°54'59"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C8	22.09	63.00	20°05'30"	S49°56'35"W	21.98
C9	51.29	63.00	46°38'39"	S83°18'39"W	49.88
C10	146.63	63.00	133°21'21"	N06°41'21"W	115.71
C11	4.88	25.00	11°10'24"	N65°28'38"E	4.87
C12	12.70	30.00	24°15'13"	N58°56'15"E	12.60
C13	26.06	940.00	1°35'18"	S40°14'07"E	26.06
C14	23.91	56.00	24°28'03"	S58°49'50"W	23.73
C15	86.12	37.00	133°21'21"	S06°41'21"E	67.95
C16	30.12	37.00	46°38'39"	N83°18'39"E	29.30
C17	12.97	37.00	20°05'30"	N49°56'35"E	12.91

BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 9:52 AM

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 DRAWN BY: M. VOYLES
 DATE: MAY 10, 2017 (REV 11/04/17)

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**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A FIRE LANE ACCESS
EASEMENT FROM SCHOOL DISTRICT NO. 1 TO ADAMS COUNTY FOR
EMERGENCY ACCESS PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11th day of January, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a fire lane access easement from School District No. 1, for emergency access purposes, being on the following described property:


See Legal Description as set forth in Exhibit "A & B" attached hereto and incorporated herein by this reference.

WHEREAS, this Fire Lane Access Easement is in conjunction with construction of a new school for a property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Fire Lane Access Easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting, Chairman
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Resolution accepting a permanent sidewalk easement from School District No. 1 to Adams County for maintenance of a public sidewalk to be constructed on the School District's property.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & 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 accepts a permanent sidewalk easement from School District No. 1 to Adams County.

BACKGROUND:

School District No. 1 is requesting to construct a public sidewalk on their property located at 7700 Delta Street. Construction of the sidewalk is required as part of the school district's re-development of all the school buildings at the subject location. Because of physical constraints on the property, the school district is proposing to construct a section of the required sidewalk on their property, instead of in the County's right-of-way, and grant permanent sidewalk easements to the County. Both the County's Community and Economic Development and Public Works staff reviewed the request and have no concerns with location of the sidewalk.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Sidewalk Easement
Board of County Commissioners Resolution
Planning Commission Resolution
Site Map

FISCAL IMPACT:

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

Fund: N/A
Cost Center: N/A

	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

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2018-

**RESOLUTION ACCEPTING A PERMANENT SIDEWALK EASEMENT FROM SCHOOL
DISTRICT NO. 1 TO ADAMS COUNTY FOR
CONSTRUCTION OF A PUBLIC SIDEWALK**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting an Permanent Sidewalk Easement from Mapleton Public Schools for property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado as described in the attached easement agreement; and

WHEREAS, this Permanent Sidewalk Easement is in conjunction with the school's re-development project; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of January, 2018, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Sidewalk Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Sidewalk Easement from School District No.1, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That School District No. 1, whose address is 591 E 80th Avenue, Denver, Colorado (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, a non-exclusive easement for the purposes of constructing a public sidewalk and appurtenances thereto, in, under, through and across the property, over and across the following described land to wit:

Legal description as set forth in **Exhibit "A, B & C"**
attached hereto and incorporated by this reference.

In further consideration hereof, Grantor covenants and agrees that:

1. No permanent buildings or structures will be placed, erected, installed or permitted upon said easement.
2. The Grantor will not construct any obstructions that would prevent the proper maintenance and use of said sidewalk improvements.
3. The Grantor acknowledges and agrees to abide by all existing and future approved County regulations pertaining to sidewalk upkeep and maintenance as if the sidewalk was in the public street right-of-way.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County in connection with this easement will be done with care, and the property will be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the County.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and that will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

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IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

6th day of DECEMBER 2017.

Name,

By: Charlotte Ciancio

Print Name: CHARLOTTE CIANCIO

Print Title: SUPERINTENDENT

STATE OF COLORADO)

) §

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 2017

by CHARLOTTE CIANCIO, as SUPERINTENDENT of

MAPLETON PUBLIC SCHOOLS, a PUBLIC SCHOOL DISTRICT AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Silvia Garcia
Notary Public

My commission expires: 09/19/2018

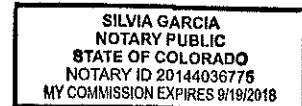


EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

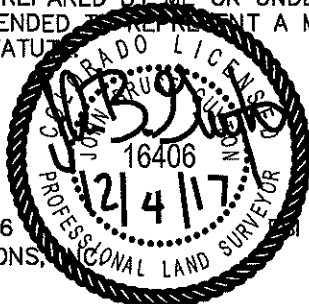
AN EASEMENT FOR SIDEWALK PURPOSES OVER AND ACROSS A PORTION OF TRACT A, BLOCK 28, SHERRELWOOD ESTATES—FILING NO. 1, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY, RECORDED ON DECEMBER 24, 1958 AT RECEPTION NO. 569158 (FILE 10, MAP 301), LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, TO BEAR NORTH 52°25'25" EAST, A DISTANCE OF 450.30 FEET BETWEEN A FOUND 3/4" BRASS TAG "FSI 16406", AT THE NORTHWEST CORNER OF SAID TRACT A AND A FOUND 3/4" BRASS TAG "FSI 16406", AT A POINT OF CURVATURE ALONG SAID NORTHERLY LINE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHEAST CORNER OF TRACT A; THENCE ALONG THE NORTH LINE OF TRACT A, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET, SOUTH 63°14'01" WEST, A DISTANCE OF 65.82 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND 29.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET AND AN INCLUDED ANGLE OF 02°21'27", SUBTENDED BY A CHORD BEARING SOUTH 62°03'18" WEST, A DISTANCE OF 29.83 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 23°32'39" WEST, A DISTANCE OF 11.09 FEET; THENCE SOUTH 55°33'23" WEST, A DISTANCE OF 117.72 FEET; THENCE NORTH 83°58'58" WEST, A DISTANCE OF 9.86 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF DAKIN STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 52°25'25" EAST, A DISTANCE OF 27.83 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 106.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET AND AN INCLUDED ANGLE OF 08°27'09", SUBTENDED BY A CHORD BEARING NORTH 56°39'00" EAST, A DISTANCE OF OF 106.86 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,025 SQ.FT. OR 0.02 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 16-68,569

JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-A
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/03/17)
THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

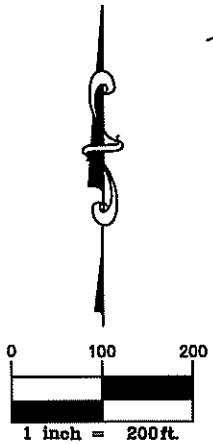
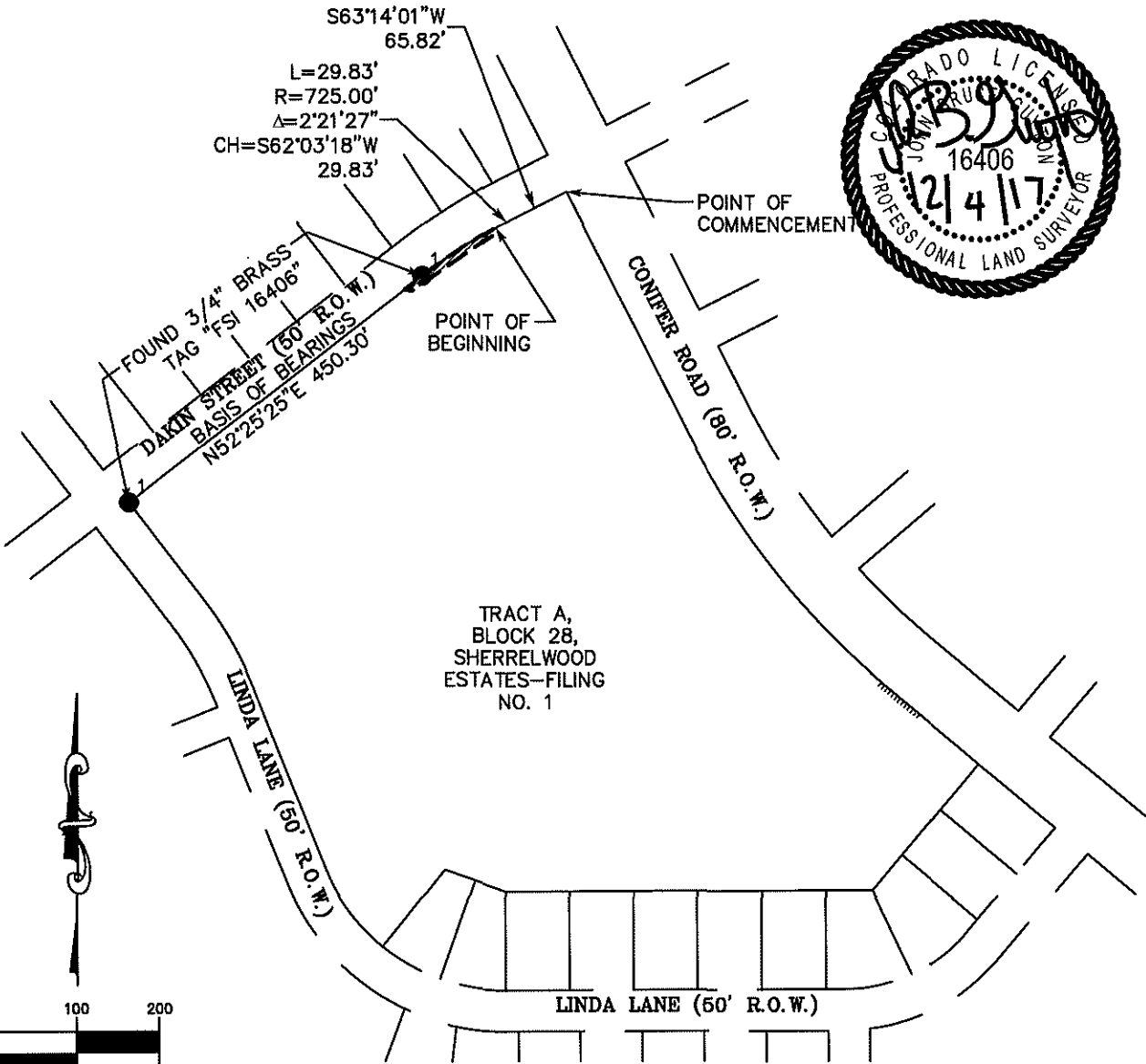
Flatirons, Inc.
Surveying, Engineering & Geomatics
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

A logo for Flatirons, Inc. consisting of a circular emblem with a stylized mountain range silhouette.

BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 9:57 AM

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 3




TRACT A,
 BLOCK 28,
 SHERRELWOOD
 ESTATES—FILING
 NO. 1

BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 9:58 AM

JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-A
 DRAWN BY: M. VOYLES
 DATE: JULY 14, 2017 (REV 11/03/17)
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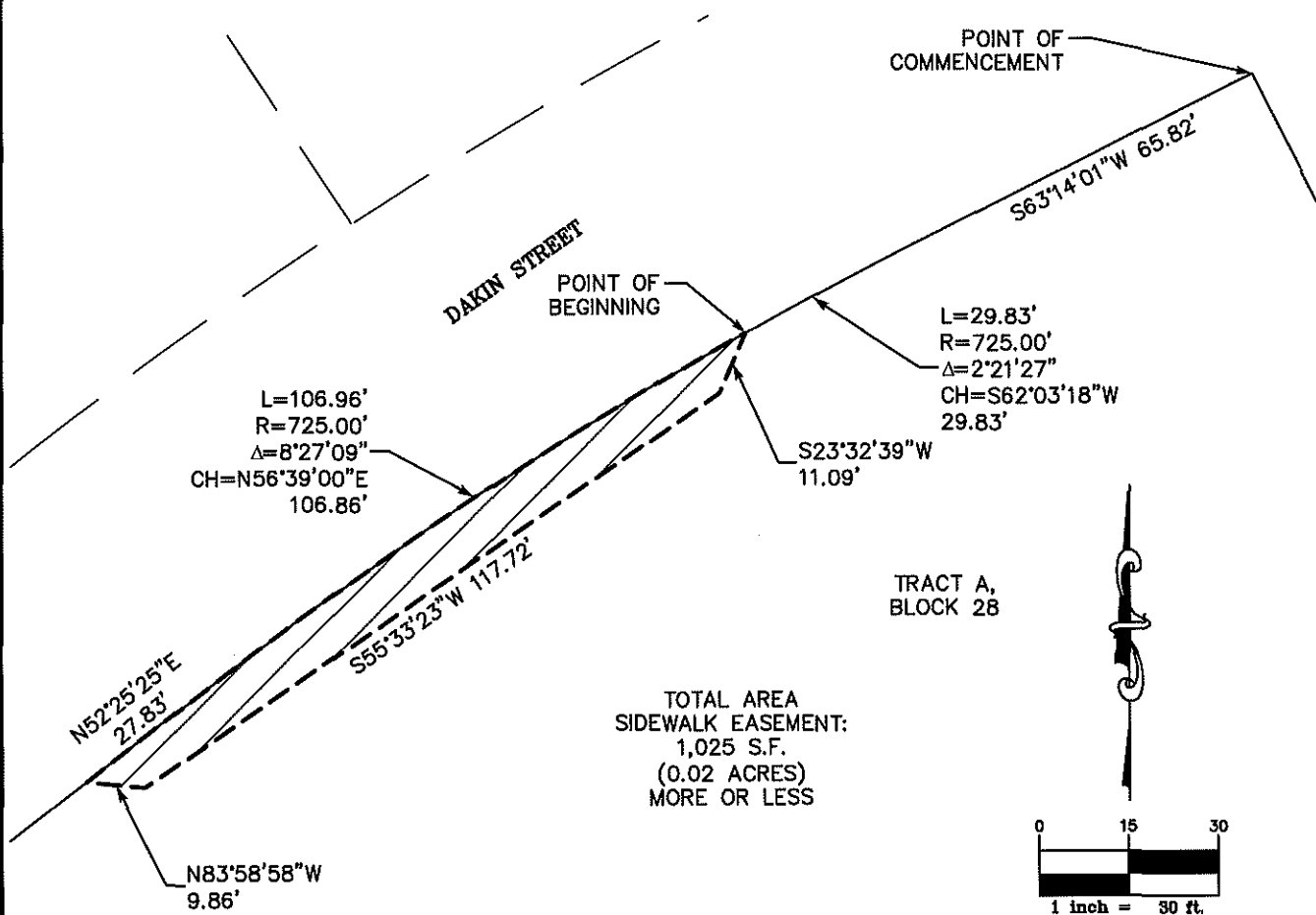
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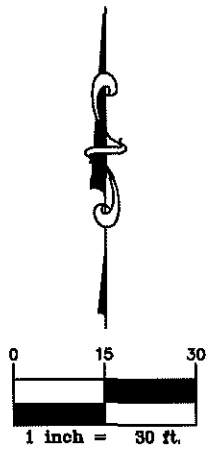
3825 IRIS AVE, STE 395
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 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 3



TOTAL AREA
 SIDEWALK EASEMENT:
 1,025 S.F.
 (0.02 ACRES)
 MORE OR LESS




BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 9:58 AM



JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-A
 DRAWN BY: M. VOYLES
 DATE: JULY 14, 2017 (REV 11/03/17)

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EXHIBIT "B"

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RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

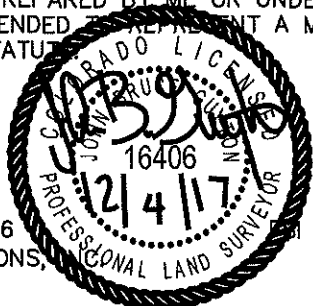
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COMMENCING AT SAID NORTHWEST CORNER OF TRACT A; THENCE SOUTH 83°59'32" EAST 787.48 FEET TO THE POINT ON THE EAST PROPERTY LINE OF SAID TRACT A, AND THE WEST RIGHT-OF-WAY LINE OF CONIFER STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE 84.98 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 940.00 FEET AND AN INCLUDED ANGLE OF 05°10'47", SUBTENDED BY A CHORD BEARING SOUTH 40°35'37" EAST, A DISTANCE OF 84.95 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 49°03'04" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 40°56'56" WEST, A DISTANCE OF 73.99 FEET; THENCE NORTH 06°27'20" WEST, A DISTANCE OF 13.29 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 522 SQ.FT., MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS,

JOB NO. 16-68,569

JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-B
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/03/17)

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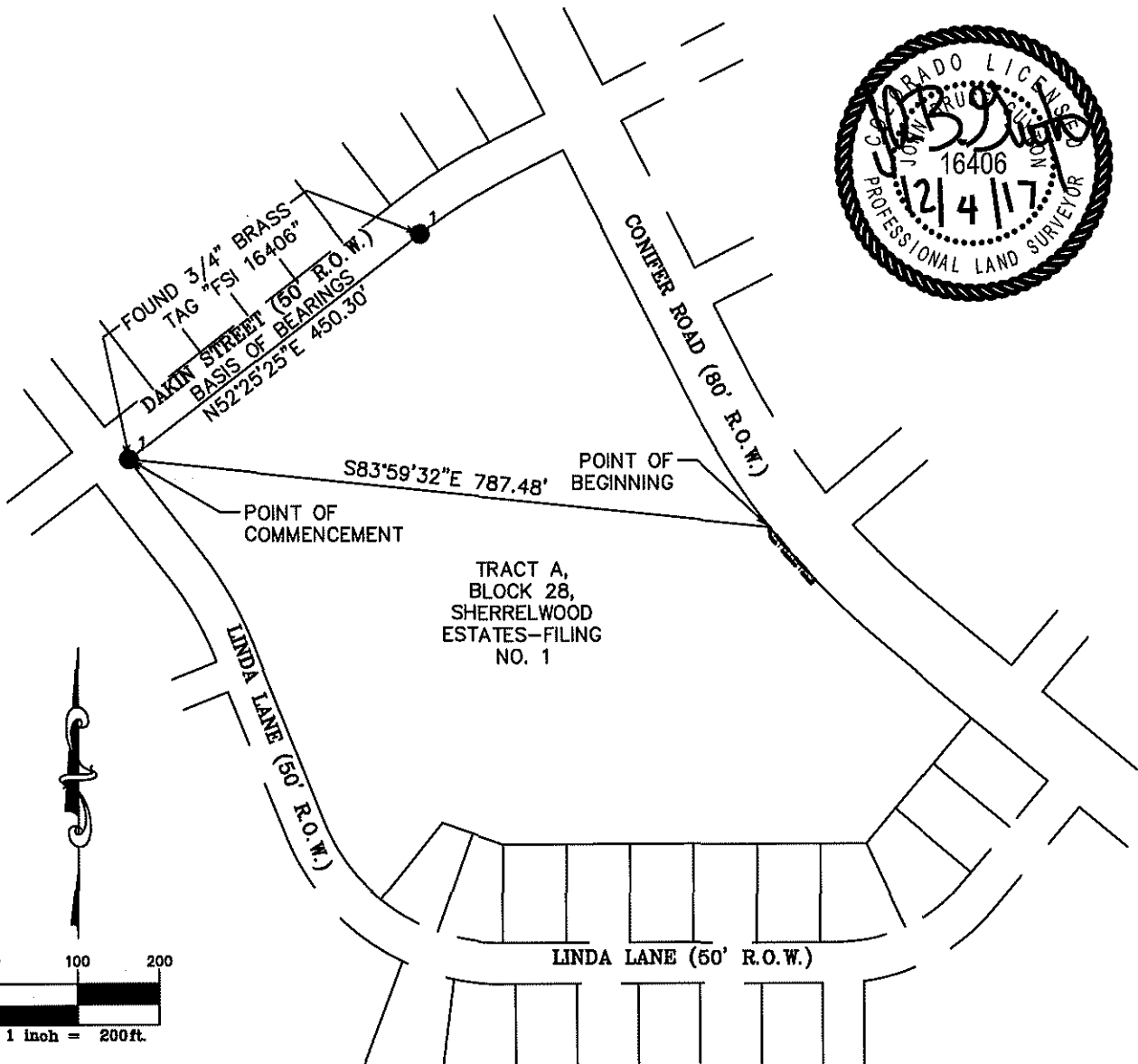
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EXHIBIT "B"

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RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3



BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 10:00 AM

JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-B
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/03/17)

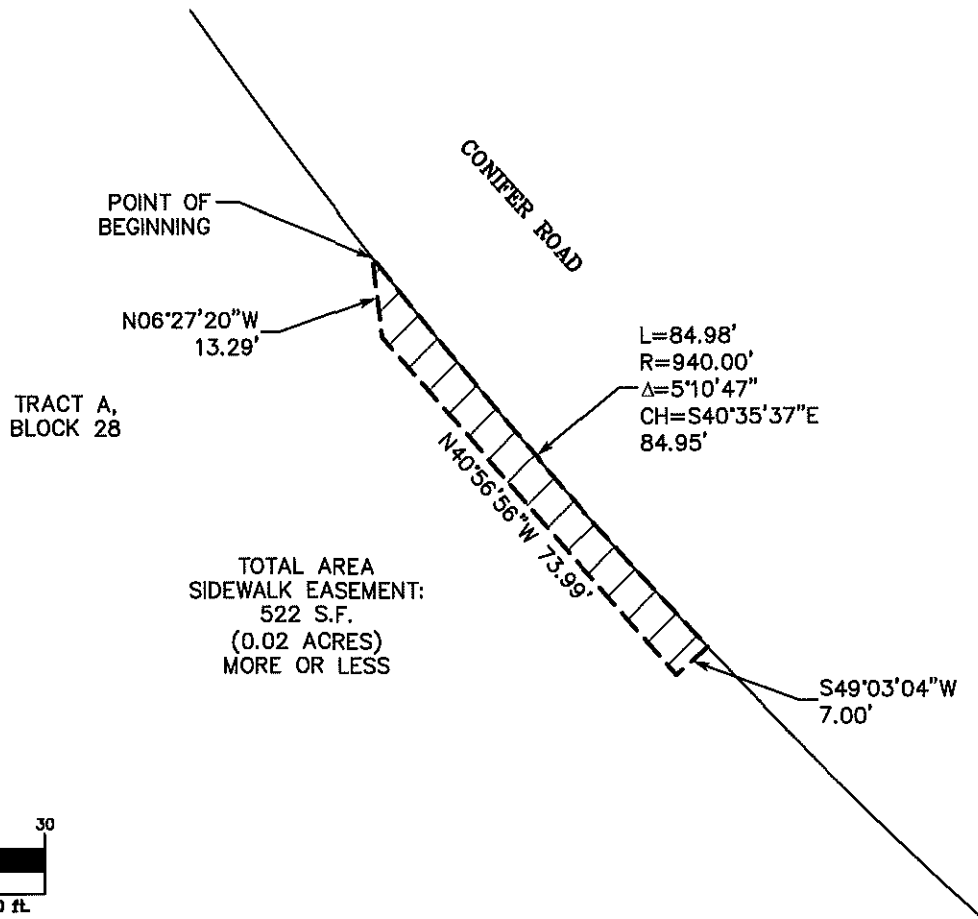
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A logo for Flatirons, Inc. featuring a stylized mountain range with a sun or moon rising behind the peaks.

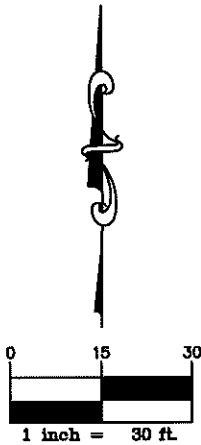
EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 3



TRACT A,
 BLOCK 28

TOTAL AREA
 SIDEWALK EASEMENT:
 522 S.F.
 (0.02 ACRES)
 MORE OR LESS




BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 10:00 AM



JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-B
 DRAWN BY: M. VOYLES
 DATE: JULY 14, 2017 (REV 11/03/17)

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EXHIBIT "C"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

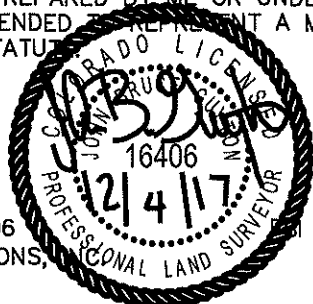
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COMMENCING AT SAID NORTHWEST CORNER OF TRACT A; THENCE SOUTH 76°41'39" EAST 934.56 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID TRACT A, AND THE WEST RIGHT-OF-WAY LINE OF CONIFER STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE 11.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS 940.00 FEET AND AN INCLUDED ANGLE OF 00°43'45", SUBTENDED BY A CHORD BEARING SOUTH 49°33'06" EAST, A DISTANCE OF 11.96 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 49°54'59" EAST, A DISTANCE OF 56.40 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 62°31'44" WEST, A DISTANCE OF 5.90 FEET; THENCE NORTH 50°06'09" WEST, A DISTANCE OF 64.56 FEET; THENCE NORTH 24°52'23" EAST, A DISTANCE OF 5.94 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 369 SQ.FT, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.




JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 16-68,569

JOB NUMBER: 16-68,569—SIDEWALK EASEMENT—C
DRAWN BY: M. VOYLES
DATE: JULY 14, 2017 (REV 11/03/17)

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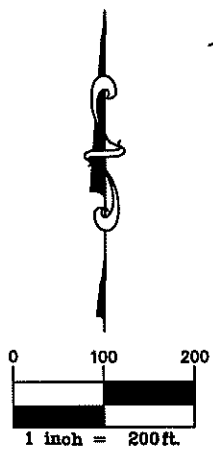
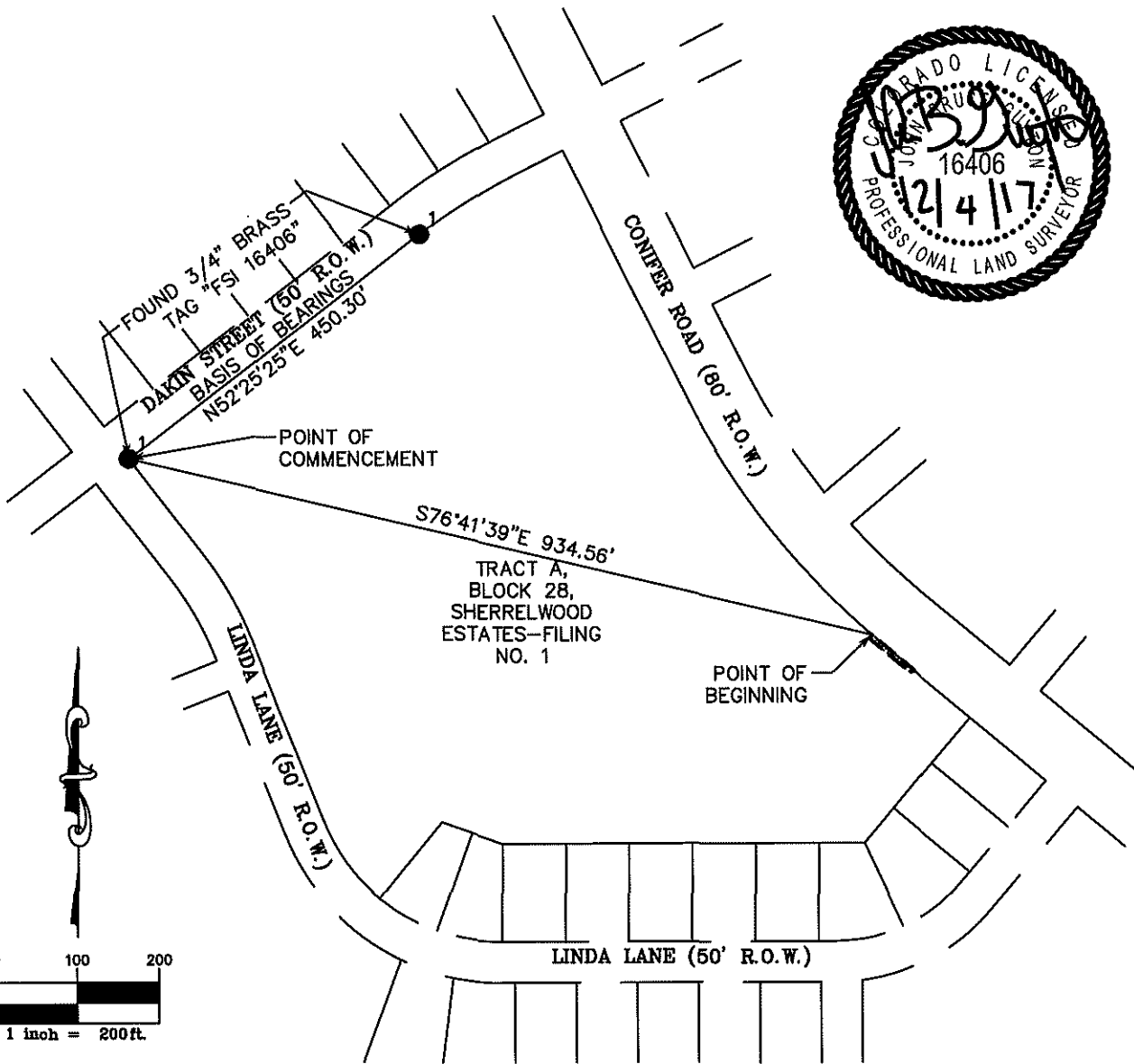


BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 10:02 AM

EXHIBIT "C"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3




BY:MVOYLES FILE:68569_EASEMENTS (C16) (REV).DWG DATE:12/5/2017 10:02 AM

JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-C
 DRAWN BY: M. VOYLES
 DATE: JULY 14, 2017 (REV 11/03/17)

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

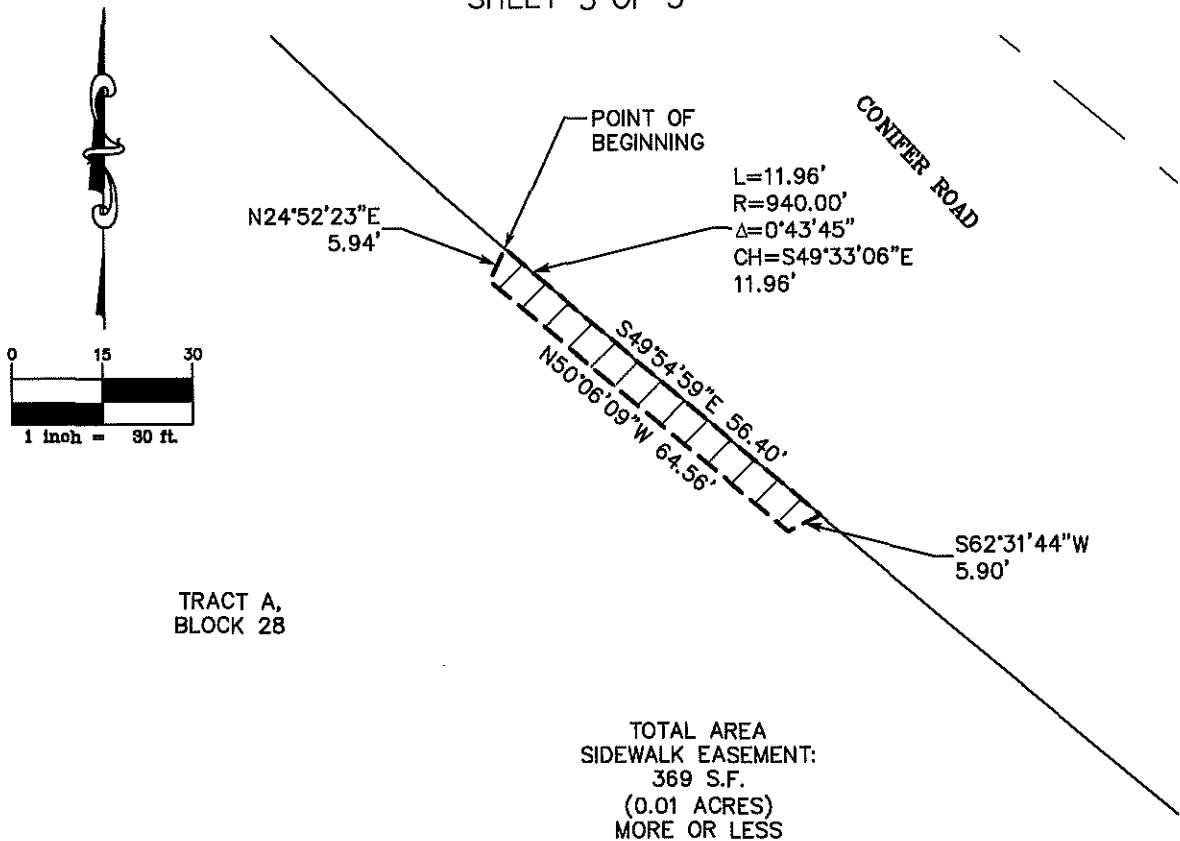
Flatirons, Inc.
 Surveying, Engineering & Geomatics



3825 IRIS AVE, STE 395
 BOULDER, CO 80301
 PH: (303) 443-7001
 FAX: (303) 443-9830
www.FlatironsInc.com

EXHIBIT "C"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 3




BY: MVOYLES FILE: 68569_EASEMENTS (C16) (REV).DWG DATE: 12/5/2017 10:03 AM



JOB NUMBER: 16-68,569-SIDEWALK EASEMENT-C
 DRAWN BY: M. VOYLES
 DATE: JULY 14, 2017 (REV 11/03/17)

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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Legend

- Address
- Highways
- Highways (1,000 - 2,000)
 - Interstate
 - Highway
 - Tollway
- Streets
- Streets (1,000 - 2,000)
 - Streets
 - Ramp
- Township
- Section
- Building
- County Parks and Open Space
- Subdivision
- Cities
 - Arvada
 - Aurora
 - Bennett
 - Brighton
 - Commerce City
 - Federal Heights
 - Lochbuie
 - Northglenn
 - Thornton
 - Westminster

1: 1,883



0.1 0 0.03 0.1 Miles

NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT SIDEWALK
EASEMENT FROM MAPLETON PUBLIC SCHOOLS TO ADAMS COUNTY FOR
CONSTRUCTION OF A PUBLIC SIDEWALK**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 11th day of January, 2018, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent sidewalk easement from Mapleton Public Schools, for purposes of constructing a public sidewalk, being on the following described property:

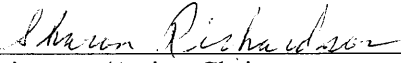
See Legal Description as set forth in Exhibit "A, B & C" attached hereto and incorporated herein by this reference.

WHEREAS, this permanent sidewalk easement is in conjunction with construction of a new school for a property located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said permanent sidewalk easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting, Chairman
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Resolution accepting a permanent sidewalk easement from Mapleton Public Schools to Adams County for maintenance of a public sidewalk to be constructed on Mapleton's property.
FROM: Kristin Sullivan, Director, Community & Economic Development Department
AGENCY/DEPARTMENT: Community & 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 accepts a permanent sidewalk easement from Mapleton Public Schools to Adams County.

BACKGROUND:

Mapleton Public Schools is requesting to construct a public sidewalk on their property located at 7350 North Broadway. Construction of the sidewalk is required as part of the school district's construction of a new K-12 building at the subject location. Because of physical constraints on the property, the school district is proposing to construct a section of the required sidewalk on their property, instead of in the County's right-of-way, and grant permanent sidewalk easements to the County. Both the County's Community and Economic Development and Public Works staff reviewed the request and have no concerns with location of the sidewalk.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community & Economic Development, Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

Permanent Sidewalk Easement Exhibit
Board of County Commissioners Resolution
Planning Commission Resolution

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:

Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

Resolution 2018-

**RESOLUTION ACCEPTING A PERMANENT SIDEWALK EASEMENT FROM MAPLETON
PUBLIC SCHOOLS TO ADAMS COUNTY FOR
CONSTRUCTION OF A PUBLIC SIDEWALK**

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting an Permanent Sidewalk Easement from Mapleton Public Schools for property located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado as described in the attached easement agreement; and

WHEREAS, this Permanent Sidewalk Easement is in conjunction with the a storm drainage study, and onsite grading and drainage permits; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of December, 2017, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Sidewalk Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Sidewalk Easement from Mapleton Public Schools, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Adams County School District No. 1 (Mapleton Public Schools), whose address is 7350 N. Broadway, Denver, CO 80121 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, a non-exclusive easement for the purposes of constructing a public sidewalk and appurtenances thereto, in, under, through and across the property, over and across the following described land to wit:

Legal description as set forth in **Exhibit "A"**
attached hereto and incorporated by this reference.

In further consideration hereof, Grantor covenants and agrees that:

1. No permanent buildings or structures will be placed, erected, installed or permitted upon said easement.
2. The Grantor will not construct any obstructions that would prevent the proper maintenance and use of said sidewalk improvements.
3. The Grantor acknowledges and agrees to abide by all existing and future approved County regulations pertaining to sidewalk upkeep and maintenance as if the sidewalk was in the public street right-of-way.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County in connection with this easement will be done with care, and the property will be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the County.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and that will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

Balance of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

20th day of November 2017.

Name,

By: Charlotte Ciancio

Print Name: Charlotte Ciancio

Print Title: Superintendent

STATE OF Colorado)

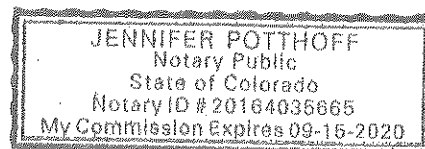
COUNTY OF Denver) §

The foregoing instrument was acknowledged before me this 20^{*} day of November, 2017 by Charlotte Ciancio, as Superintendent of Mapleton Public Schools, a public school district and political subdivision of the State of Colorado.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Jennifer Potthoff
Notary Public

My commission expires: 9-15-2020



**EXHIBIT A
LEGAL DESCRIPTION**

THREE (3) PEDESTRIAN EASEMENTS LOCATED WITHIN A PORTION OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, THENCE S89°51'13"E, ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF BROADWAY AND THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION, ALSO BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, AND ON SAID EASTERLY RIGHT-OF-WAY LINE, N00°13'47"E, A DISTANCE OF 4.23 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N90°00'00"E, A DISTANCE OF 17.00 FEET;

THENCE S00°14'23"W, A DISTANCE OF 41.00 FEET;

THENCE N90°00'00"W, A DISTANCE OF 17.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF BROADWAY;

THENCE N00°14'29"E, ALONG SAID LINE, A DISTANCE OF 36.77 FEET TO THE **POINT OF BEGINNING**.

PARCEL A CONTAINS 697 SQUARE FEET (0.0160 ACRES), MORE OR LESS.

PARCEL B

BEGINNING AT POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF BROADWAY, FROM WHENCE THE NORTHWEST CORNER OF PARCEL A BEARS N00°13'47"E, A DISTANCE OF 266.78 FEET, THENCE CONTINUING ALONG SAID LINE, N00°13'47"E, A DISTANCE OF 53.00 FEET; THENCE DEPARTING SAID LINE, N90°00'00"E, A DISTANCE OF 10.00 FEET; THENCE S00°13'47"E, A DISTANCE OF 53.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 10.00 FEET TO A POINT SAID EASTERLY RIGHT-OF-WAY LINE OF BROADWAY, ALSO BEING THE **POINT OF BEGINNING**.

PARCEL B CONTAINS 530 SQUARE FEET (0.0121 ACRES), MORE OR LESS.

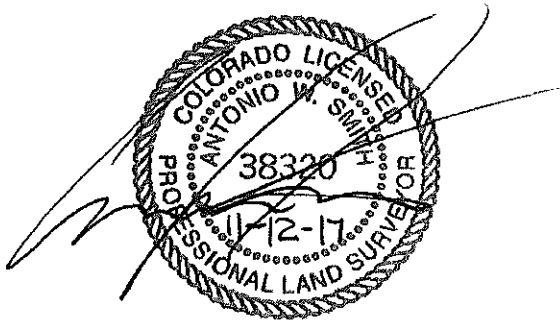
PARCEL C

BEGINNING AT A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF BROADWAY, FROM WHENCE THE NORTHWEST CORNER OF PARCEL B BEARS N00°13'47"E, A DISTANCE OF 199.91 FEET; THENCE CONTINUING ALONG SAID LINE, N00°13'47"E, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID LINE, N90°00'00"E, A DISTANCE OF 16.00 FEET; THENCE S00°13'47"W, A DISTANCE OF 52.00 FEET; THENCE N90°00'00"W, A DISTANCE OF 16.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF BROADWAY, ALSO BEING THE **POINT OF BEGINNING**.

PARCEL C CONTAINS 832 SQUARE FEET (0.0191 ACRES), MORE OR LESS

ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34, MONUMENTED AT THE SOUTH END BY A 3.5" ALUMINUM CAP (IN RANGE BOX), STAMPED "LS 7276" AND MONUMENTED AT THE NORTH END BY A 3.5" ALUMINUM CAP (IN RANGE BOX), STAMPED "LS 7276", WITH THE LINE ASSUMED TO BEAR N00°13'47"E.



PREPARED BY: ANTONIO W. SMITH, PLS #38320
FOR AND ON BEHALF OF R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE. DENVER, COLORADO 80204
November 12, 2017

EXHIBIT A

A PORTION OF WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M.

ADAMS COUNTY, COLORADO

SHERRELWOOD ESTATES
FILING NO. 6

S. LINE, SHERRELWOOD ESTATES FIL NO. 6

NW CORNER
SE1/4 SEC. 34
FOUND 3.5" ALUM. CAP
STAMPED "LS 7276"
(IN RANGE BOX)

NW1/4
SE1/4
SEC. 34

BROADWAY
(80' PUBLIC RIGHT-OF-WAY)

BASIS OF BEARINGS
N01°3'47"E 1317.62'

W. LINE, NW1/4, SE1/4, SEC.34

N01°3'47"E

E. R.O.W. LINE, BROADWAY

266.78'

50.0'

L11

L10

L12

L13

L7

L8

L6

L9

L1

L2

L3

L4

L5

L6

L7

L8

L9

L10

L11

L12

L13

L14

L15

L16

L17

L18

POINT OF BEGINNING
PARCEL "C"

NW CORNER
PARCEL "B"

POINT OF BEGINNING
PARCEL "B"

NW CORNER
PARCEL "A"

POINT OF BEGINNING
PARCEL "A"

POINT OF
COMMENCEMENT
SW CORNER
NW1/4 SE1/4 SEC. 34
FOUND 3.5" ALUM. CAP
STAMPED "LS 7276"
(IN RANGE BOX)

PARCEL NO. 0171934400010

OWNER:
SCHOOL DISTRICT NO. 1

S. LINE, NW1/4 SE1/4, SECTION 34

S89°51'13"E 2640.51'

SW1/4 PARCEL NO. 0171934407014

SE1/4 TURNPIKE-INTERSTATE
SEC. 34 ADDITION

PARCEL A CONTAINS 697 SQ. FT. OR 0.0160 ACRES
PARCEL B CONTAINS 530 SQ. FT. OR 0.0121 ACRES
PARCEL C CONTAINS 832 SQ. FT. OR 0.0191 ACRES



SCALE:
1" = 100'

NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PEDESTRIAN EASEMENTS

Date: 11/12/2017	Sheet
Drawn: SLP	3
Checked: DRF	of
Job No.: NC17004	4



R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
PH: 303-753-6730 - FAX: 303-753-6568
WWW.RRENGINEERS.COM

EXHIBIT A

PORTION OF WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 68 WEST, 6TH P.M.
ADAMS COUNTY, COLORADO

Parcel Line Table		
Line #	Direction	Length
L1	N00°13'47"E	4.23
L2	N90°00'00"E	17.00
L3	S00°14'23"W	41.00
L4	N90°00'00"W	17.00
L5	N00°14'29"E	36.77
L6	N00°13'47"E	53.00
L7	N90°00'00"E	10.00
L8	S00°13'47"W	53.00
L9	N90°00'00"W	10.00
L10	N00°13'47"E	52.00
L11	N90°00'00"E	16.00
L12	S00°13'47"W	52.00
L13	N90°00'00"W	16.00

PEDESTRIAN EASEMENTS

Date: 11/12/2017	Sheet
Drawn: SLP	4
Checked: DRF	of
Job No.: NC17004	4



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**PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT SIDEWALK
EASEMENT FROM MAPLETON PUBLIC SCHOOLS TO ADAMS COUNTY FOR
CONSTRUCTION OF A PUBLIC SIDEWALK**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 14th day of December, 2017, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of approving a permanent sidewalk easement from Mapleton Public Schools, for purposes of constructing a public sidewalk, being on the following described property:

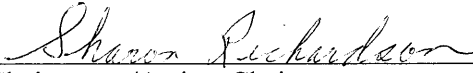
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this permanent sidewalk easement is in conjunction with a storm drainage study and onsite grading and drainage permit for a property located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said permanent sidewalk easement be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Sharon Richardson, Chairperson of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting, Chairman
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Petition to Thornton for Annexation of 88 th Avenue Open Space Property
FROM: Nathan Mosley, Marc Pedrucci
AGENCY/DEPARTMENT: Parks & Open Space
HEARD AT STUDY SESSION ON: August 22, 2017
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the petition for annexation of the 88 th Avenue Open Space property.

BACKGROUND:

The Parks and Open Space Department (POSD) is currently working in partnership with Urban Drainage & Flood Control District (UDFCD) to develop the 88th Avenue Open Space site into a public recreational area focused on passive recreation including hiking, fishing, picnicking, and South Platte River access along with river channel improvements and natural resource restoration. A 28-acre portion of the site is already in Thornton's jurisdiction, and this is the location of a proposed parking lot and other site amenities. After meeting with Thornton staff to discuss permits for the proposed improvements, both staffs realized there are benefits for the entire site to annex into Thornton. The POSD and the Community and Economic Development Department (CEDD) feel there are benefits to the county to annex the site into Thornton and we are recommending the county and Thornton execute an IGA to accomplish this. The Board of County Commissioners approved the IGA on February 27th. This Petition for Annexation formally begins the process of annexing the 88th Avenue open space property into the City of Thornton in accordance with the IGA.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Parks & Open Space Department, City of Thornton – Community Development Department, County Attorney's Office, Community and Economic Development Department

ATTACHED DOCUMENTS:

Petition for Annexation to City of Thornton
Resolution to Approve Petition for Annexation

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**

RESOLUTION APPROVING A PETITION FOR ANNEXATION TO THE CITY OF THORNTON FOR ADAMS COUNTY 88th AVENUE OPEN SPACE

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes, authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Adams County wishes to implement recommendations of the 88th Avenue Open Space Master Plan, dated September 2016, that provides the overall goals and guidelines to provide recreational opportunities and to improve and protect the wildlife habitat within the 88th Avenue Open Space (“the Property”); and

WHEREAS, as part of the improvements, Adams County desires to construct a parking lot, restroom enclosure, trails, and other recreational amenities on the Property; and

WHEREAS, Adams County and the City of Thornton have entered into an Intergovernmental Agreement for 88th Avenue Open Space and Thornton Parkway that governs construction of the improvements and calls for annexation of the 88th Avenue Open Space into the City of Thornton; and

WHEREAS, Adams County wishes to submit the attached Petition for Annexation to the City of Thornton in order to proceed with the process of annexing 88th Avenue Open Space into Thornton.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Petition for Annexation of the 88th Avenue Open Space into the City of Thornton is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board is hereby authorized to sign the Petition for Annexation on behalf of Adams County.

PETITION FOR ANNEXATION

88th Avenue Open Space Annexation

The undersigned, in accordance with Article 12, Chapter 31, C.R.S., as amended, hereby petition(s) the City Council of the City of Thornton, Colorado, for annexation to the City of Thornton of the following described unincorporated territory situate and being in the County of Adams, State of Colorado, to wit:

(LEGAL DESCRIPTION)

Exhibit A

Petitioner(s) further state(s) as follows:

- (1) That it is desirable and necessary that such area be annexed to the City of Thornton, Colorado.
- (2) That the requirements of Sections 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met.
- (3) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundary of the City of Thornton, Colorado.
- (4) That a community of interest exists between the area proposed to be annexed and the City of Thornton, Colorado.
- (5) That the territory proposed to be annexed is urban or will be urbanized in the near future.
- (6) That the territory proposed to be annexed is integrated with or is capable of being integrated with the City of Thornton, Colorado.
- (7) That, in establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) Is divided into separate parts or parcels without the written consent of the landowner(s) thereof, unless such tracts or parcels are separated by a designated street, road or other public way;
 - (b) Comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year preceding the annexation is included within the territory proposed to be annexed without the written consent of the landowner(s).

(8) That in establishing the boundaries of the area proposed to be annexed, the entire width of any street or alley is included within the area annexed.

(9) That the signers of this Petition for Annexation are landowners of more than fifty percent (50%) of the area proposed to be annexed, excluding public streets and alleys.

(10) That no part of the territory proposed to be annexed is more than three (3) miles from a point on the boundary of the City of Thornton as such was established more than one year before this annexation is effective.

(11) That the territory proposed to be annexed by the City of Thornton or substantially this same area has not been the subject of an election for annexation to the City of Thornton with in the preceding twelve (12) months.

(12) That the territory proposed to be annexed is located within the following special district(s) and no other(s):

Adams County
Commerce City
South Adams County Fire Protection District
Rangeview Library District
Regional Transportation District
Adams County 14 School District
Urban Drainage and Flood Control District
Urban Drainage and Flood, South Platte

(13) That the mailing address of each signer, the legal description of the landowner by each signer and the date of signing of each signature are all shown on this Petition for Annexation.

(14) That no person has signed this Petition for annexation more than one hundred eighty (180) days prior to the date of filing the Petition for Annexation with the Thornton City Clerk.

(15) That this Petition for Annexation is accompanied by four (4) prints of the annexation map containing the following information:

(a) A written legal description of the boundaries of the territory proposed to be annexed.

(b) A map showing the boundary of the territory proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor.

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted, then the boundaries and the plat number of plots or of lots and blocks are shown.

(d) Next to the boundary of the territory proposed to be annexed is drawn the contiguous boundary of any other municipality abutting the territory proposed to be annexed.

(16) That the area proposed to be annexed will not result in the detachment of area from any school district.

(17) That the territory proposed to be annexed is not presently a part of any incorporated city, county, or town.

(18) That the legal description of the land owned by each signer of this petition is set forth in Exhibit "A" attached hereto and hereby incorporated as if fully set forth herein.

(19) That upon the annexation ordinance becoming effective, all lands within the territory proposed to be annexed shall become subject to the Charter of the City of Thornton, Colorado, and all ordinances, resolutions, rules and regulations of the City of Thornton, except for general property taxes, which shall become effective January 1 of the next succeeding year following passages of the annexation ordinance.

THEREFORE, the Petitioner(s) request that the City Council of the City of Thornton, Colorado, approve the annexation of the territory described herein.

Signature of Landowner

Date of Signature

Mailing Address:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 13, 2018
SUBJECT: Resolution Approving Adams County entering into Sub Grantee Agreements under the Community Services Block Grant for 2018-2021
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: February 27, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Adams County entering into Sub Grantee Agreements under the Community Services Block Grant for 2018-2021

BACKGROUND:

Adams County has received Community Service Block Grant (“CSBG”) funds annually from the Colorado Department of Local Affairs (“DOLA”) since 1974. The CSBG monies are used to serve Adams County residents earning no more than 125% of the federal poverty guidelines. Adams County submitted a three-year Community Action Plan outlining how the County will utilize the funds and received approval December 29, 2017.

In addition to the sub grantees the Board of County Commissioners approved under resolution 2017-460, this current resolution requests to add two additional sub grantees: Early Childhood Partnership of Adams County and Almost Home.

The estimated CSBG allocation for program year 2018 is \$488,170. Proposed allocations are as follows:

Direct Costs:	\$137,763
Staff salaries	
Indirect Costs:	\$21,201
Administrative cost, overhead	
Sub-grantees Awards:	\$329,206
Adams County Food Bank	
Ethiopian Community Development Council	

La Raza Services, Inc.	
New Legacy Charter School	
Project Angel Heart	
Early Childhood Partnership of Adams County	
Almost Home	
TOTAL PY 2018	\$488,170

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services, Community Support Services Division, Specialty Programs Section

ATTACHED DOCUMENTS:

Resolution 2017-460, approved on September 26, 2017

2018 Agreements with Adams County Food Bank, Ethiopian Community Development Council, La Raza Services, Inc., New Legacy Charter School, Project Angel Heart, Early Childhood Partnership of Adams County, Almost Home

FISCAL IMPACT:

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

Fund: 34
Cost Center: 34 and 9418

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5335		\$500,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$500,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7005-7152		\$137,763
Current Budgeted Operating Expenditure:	7240-8025		\$21,201
Current Budgeted Operating Expenditure:	8810		\$329,206
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>\$488,170</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

**RESOLUTION APPROVING THE SUBGRANTEE AGREEMENTS FOR THE
COMMUNITY SERVICES BLOCK GRANT PROGRAM YEARS 2018 to 2021**

WHEREAS, the Federal government has established the Community Services Block Grant Program (“CSBG”) to provide a range of services and activities designed to have an impact on the causes of poverty in local communities; and,

WHEREAS, the U.S Department of Health and Human Services allocates CSBG funds to the State of Colorado, Department of Local Affairs (“DOLA”) through an annual formula allocation; and,

WHEREAS, Adams County submitted to DOLA by October 2, 2017 a Community Action Plan covering the period 2018 through 2021, including funding recommendations and received approval from DOLA December 29, 2017: and,

WHEREAS, the Adams County CSBG Advisory Council has provided direction for the CSBG Community Action Plan and has made funding recommendations to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners approved CSBG Community Action Plan on September 26, 2017; and,

WHEREAS, the Adams County CSBG Advisory Council now wishes to add two additional subgrantees: Early Childhood Partnership of Adams County and Almost Home; and,

WHEREAS, Adams County requires the provision of certain services and products in connection with the programs funded by grants from the CSBG; and,

WHEREAS, by means of the attached subgrantee agreements, the subgrantees will provide services and products to residents of Adams County.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subgrantee Agreements for the Community Services Block Grant program years 2018-2021, copies of which are attached hereto and incorporated herein by reference, be approved.

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

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Project Angel Heart, located at 4950 Washington St. Denver, CO 80216, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
 - 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;
- or
- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Sixty-Five Thousand Dollars and 00/100 (\$65,000) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive

steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached

hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: Project Angel Heart Contact: Erin Pulling Address: 4950 Washington St. Denver, Colorado 80216 Phone: 303-830-0202 Fax: 303-830-1840 E-mail: epulling@projectangelheart.org

The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

Project Angel Heart delivers medically tailored meals, free of charge, to food-insecure Adams County residents living with life-threatening illnesses such as cancer, kidney/heart/lung disease, and HIV/AIDS. Project Angel Heart will provide a minimum of 8,186 meals to at least 70 clients, reimbursed on a per-meal basis. Projected per-meal cost for 2018 is \$9.50.

Population Served: Brief Description of Population to be Served.

Adams County residents living at or below 125% of the federal poverty level living with life-threatening illnesses.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 70

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis,

(2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____ DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Early Childhood Partnership of Adams County (ECPAC), located at 8859 Fox Drive, Suite 205 Thornton, CO 80260, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are

satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Ten Thousand Dollars and 00/100 (\$10,000) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans

with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to

this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per

diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts

from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: Early Childhood Partnership of Adams County Contact: Lisa Jansen Thompson Address: 8859 Fox Drive, Suite 205 Thornton, CO 80260 Phone: 303-428-2929 Fax: N/A E-mail: lisa@ecpac.org
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The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____
Title: _____
Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

ECPAC will engage and support child care centers to enroll into the Colorado Child Care Assistance Program to provide this as a resource to the community. Additionally, ECPAC will provide quality improvement support that may include outreach, professional development, and on-site coaching to Early Care and Education programs who serve children receiving the Colorado Child Care Assistance Program to support the provision of high quality care, thereby helping ensure parents can work or engage in educational opportunities towards higher earnings.

Population Served: Brief Description of Population to be Served.

9 child care centers will receive on-site coaching.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): N/A

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
Salary and related costs including benefits, mileage, and cell phone stipends	\$ 10,000
TOTAL (must equal amount being requested)	\$ 10,000

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Operating Supplies, including mileage, cell phone usage, etc.:	Copies of invoices and/or receipts of purchased items

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act or 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis, (2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that

- have had other federal, State, or local grants terminated for cause; and
- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____

DATE: _____

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Almost Home, Inc., located at 231 N. Main St. Brighton, CO 80601, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the parties agree as follows

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
 - 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;
- or
- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder,

however, such reimbursement shall not exceed Thirty-Nine Thousand, Five-Hundred and Twenty-Eight Dollars and Eighty Cents and 00/100 (\$39,528.80) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this

provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and

certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have

the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this

Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org
GRANTEE NAME: Almost Home Contact: Shawna Miller Address: 231 N. Main St. Brighton, Colorado 80601

Phone: 303-659-6199 Fax: N/A E-mail: rachel@almosthomeonline.org

The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).
- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

Almost Home, Inc.'s programming strives to keep families in their homes and avoid the real possibility of eviction and homelessness. The goals of this program are 1) to keep the family together, 2) keep children in school, and 3) to provide the case management services to assist these families during their housing crisis.

Funding from this grant will pay a portion of the salaries for two experienced case managers (one bilingual) working with families facing housing crises. These case managers will provide rental assistance to help individuals avoid evictions or provide emergency shelter in an effort to prevent homelessness. Grant monies will also pay a portion of the salary for a staff member that provides the initial screening process for all potential clients. Additionally, a portion of this funding will be utilized to provide rental assistance for qualifying families and individuals.

Adams County residents living at or below 125% of the federal poverty level.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 900

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
Direct Assistance Case Manager - Salary	\$11,666.67
In-take Staff – Salary	\$2,000
Employee benefits	\$3,000
Office supplies, technology and mileage	\$3,333.33
Direct rental assistance	\$19,528.80
TOTAL (must equal amount being requested)	\$39,528.80

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Direct assistance cost:	Copies of invoices and/or receipts of purchased items

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis,

(2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____

DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and La Raza Services, Inc., located at 3131 W. 14th Avenue Denver, CO 80204, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
 - 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;
- or
- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Twenty Thousand Dollars and 00/100 (\$20,000) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive

steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached

hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: La Raza Services, Inc.
Contact: Rudy Gonzales
Address: 3131 W. 14th Ave. Denver, Colorado 80204
Phone: 303-953-5907
Fax: 303-455-1332
E-mail: rudyg@serviciosdelaraza.org

The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

La Raza Services will provide case management to individuals and families to enroll them in one of more programs the agency offers. These include legal victim advocacy for victims of domestic violence, sexual assault, and human trafficking, mental health, HIV support services, health care access and benefit enrollment, youth education and leadership, employment support and parolee re-entry.

Population Served: Brief Description of Population to be Served.

Adams County residents living at or below 125% of the federal poverty level in need of services offered at the agency. This can include youth, mentally ill, paroles.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 200

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
.5 FTE Community Resource Navigator	\$ 18,000
Salesforce CRM Implementation	\$ 2,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL (must equal amount being requested)	\$ 20,000

Note: total client meal number is based on total projected Adams County clients/meals served during grant term.

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Salesforce CRM Implementation:	Copies of invoices and/or receipts of purchased items Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county

- and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis, (2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and
- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____ DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and New Legacy Charter School, located at 2091 N. Dayton Street Aurora, CO 80010, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are

satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Fifty-Five Thousand Eight-Hundred Dollars and 00/100 (\$55,800) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans

with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to

this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per

diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts

from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: New Legacy Charter School Contact: Jennifer Douglas Address: 2091 N. Dayton St. Aurora, Colorado 80010 Phone: 303-340-7880 Fax: 720-367-5464 E-mail: jgdouglas@newlegacycharter.org
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The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

New Legacy Charter School (NLCS) is the only high school that is focused exclusively on serving teen parents and their children on the east side of the Denver metro area, and it is the only one serving teen fathers through a two-generational approach. CSBG funds will support the early childhood education program and parenting education program.

Population Served: Brief Description of Population to be Served.

Adams County residents living at or below 125% of the federal poverty level living attending New Legacy Charter School.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 79

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
Salary: Early Learning Center Classroom Teachers X 8	\$ 40,000
Benefits: Early Learning Center Classroom Teachers X 8	\$ 10,000
Classroom Supplies – 8 classrooms	\$ 2,000
Healthy Snacks – 38 weeks	\$ 3,800
TOTAL (must equal amount being requested)	\$ 55,800

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Classroom Supplies and Health Snacks:	Copies of invoices and/or receipts of purchased items

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis,

(2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____ DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Ethiopian Community Development Council, Inc. aka ECDC African Community Center, located at 5250 Leetsdale Dr. Suite 200 Denver, CO 80246, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are

satisfactorily completed;

- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Forty Nine Thousand Two-Hundred and Thirty-Two Dollars and 00/100 (\$49,232) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans

with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to

this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per

diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts

from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: Ethiopian Community Development Council, Inc. aka ECDC African Community Center Contact: Melissa Theesen Address: 5250 Leetsdale Dr. Ste 200, Denver, CO 80246 Phone: 303-399-4500 Fax: N/A E-mail: melissa@acc-den.org

The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

ECDC addresses the needs of refugees and immigrants in Adams County via a suite of community orientation classes. The classes focus primarily on issues involving housing, transportation, and health; and ensure that newly arrived refugees and immigrants have the tools they need to become stable, health, economically self-sufficient, and engaged in their new community.

Population Served: Brief Description of Population to be Served.

Adams County refugees and immigrants attending community orientation classes.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 900

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
1. Salary: Community Orientation Staff	\$ 40,830
2. Incentives for participation	\$1,800
3. Snacks	\$1,800
4. Contractual interpretation	\$1,520
5. Outreach	\$240
6. Travel: staff mileage	\$1242
7. Contractual quality control	\$1,800
TOTAL (must equal amount being requested)	\$ 49,232

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Operating Supplies for classes (to include 2-5, 7 in the project budget table above):	Copies of invoices and/or receipts of purchased items
Travel/staff mileage:	Monthly mileage reimbursement report utilizing current IRS mileage reimbursement rate

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals,

administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis, (2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____ DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.

2018 AGREEMENT
PY 2018 Funds

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Adams County Emergency Food Bank, located at 7111 E. 56th Ave. Commerce City, CO 80022, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;
- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Thirty Thousand Dollars and 00/100 (\$30,000) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive

steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached

hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE 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 Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by January 10, 2019. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org

GRANTEE NAME: Adams County Emergency Food Bank Contact: Linda King Address: 7111 E. 56 th Ave. Commerce City, Colorado 80022 Phone: 303-717-5180 Fax: N/A E-mail: lindaking33@comcast.net
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The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The 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 public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous 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.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) 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).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____

Title: _____

Date _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this ____ day of _____, 2018, by _____ as the _____ of _____, the agency named herein, the GRANTEE herein named.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

ADAMS COUNTY
STATE OF COLORADO

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT

Services: Description of Project

Adams County Emergency Food Bank purchases and distributes nutritious food, including produce, rice, beans, fruit, meat, and dairy products.

Population Served: Brief Description of Population to be Served.

Adams County residents living at or below 125% of the federal poverty level.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 15,000

EXHIBIT 2

PROJECT BUDGET

Budget Line Items – Activity Costs	Amount of County Funds Requested
Salary: Food Distribution Warehouse Manager	\$ 10,200
Food purchase cost	\$ 19,800
TOTAL (must equal amount being requested)	\$ 30,000

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

Eligible expenses:	Required back up and source documentation:
Salary and Benefits:	Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month
Food purchase cost:	Copies of invoices and/or receipts of purchased items

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis,

(2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____ DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Any One Fire	\$50,000

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident combined single limit)
Personal Injury Protection	per Colorado Statutes

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.