



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
June 26, 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 June 11-15, 2018
- B.** Minutes of the Commissioners' Proceedings from June 19, 2018
- C.** Resolution Approving Amendment 2 to Land Lease Agreement between the Front Range Airport and Front Range Hangar 2 Condominium Association, Inc.
(File approved by ELT)

- D.** Resolution for Final Acceptance of Public Improvements Constructed at the Pecos Place Townhome Subdivison (PRC2016-00006, SIA2016-00011, SUB2016-00005)
(File approved by ELT)
- E.** Resolution Designating the Adams County Sheriff as the Principal Executive Officer for Emergency Management in Adams County
(File approved by ELT)
- F.** Resolution Approving Amendments to the Adams County Code of Ethics
(File approved by ELT)
- G.** Resolution Regarding Defense and Indemnification of Michael McIntosh and Joseph McMullen as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- H.** Resolution Approving the County Incentive Contract Amendment No. 4 between Adams County and the Colorado Department of Health Care Policy and Financing (HCPF)
(File approved by ELT)
- I.** Resolution Approving Changes to the Adams County Workforce Development Bylaws to Better Align with the Workforce Innovation and Opportunity Act of 2014
(File approved by ELT)
- J.** Resolution Approving Consent to Encroach Agreement Among the GC Net Lease (Westminster) Investors, LLC, DigitalGlobe, Inc., WL Park 12 Hundred Owner, LLC, Atlas Denver Industrial, LP, and Adams County Regarding Erecting a Fence in the Sanitary Sewer Line Easement
(File approved by ELT)
- K.** Resolution Appointing Christine Balderson to the Local Emergency Planning Committee as a Public Sector Representative
(File approved by ELT)
- L.** Resolution Appointing Carlos Briano to the Adams County Foundation
(File approved by ELT)
- M.** Resolution Appointing Glenn Plagens to the Workforce Development Board as an Adult Education Representative
(File approved by ELT)
- N.** Resolution Appointing Janet Renden to the Workforce Development Board as an Adult Education Representative
(File approved by ELT)
- O.** Resolution Appointing William Totten to the Front Range Airport Advisory Board as a Tenant Representative
(File approved by ELT)
- P.** Resolution Appointing Jessica Troy to the Cultural Council
(File approved by ELT)
- Q.** Resolution Appointing Michael Williams to the Workforce Development Board as a Labor Representative
(File approved by ELT)
- R.** Resolution Approving an Agreement between Adams County and Adams County Education Consortium for Professional Services
(File approved by ELT)

- S.** Resolution Approving Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J Regarding the Adams County Scholarship Fund
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Amendment Four to the Agreement between Adams County and Huitt-Zollars Inc., for Engineering Design Services
(File approved by ELT)
- 2.** Resolution Approving Amendment Two to the Agreement between Adams County and Hays Companies for Employee Benefits Brokerage Services
(File approved by ELT)
- 3.** Resolution Approving an Agreement between Adams County and Vaswig Photography, Inc., for the Creation and Delivery of Photography Pieces for the Adams County Pete Mirelez Human Services Center
(File approved by ELT)
- 4.** Resolution Approving a Purchase Order Between Adams County and RFD Beaufort Inc., (Survitec) for a Portable Wall Training System
(File approved by ELT)

B. COUNTY ATTORNEY

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

9. 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	18,733.47
7	Stormwater Utility Fund	83.00
34	Comm Services Blk Grant Fund	16,708.27
35	Workforce & Business Center	1,096.85
43	Front Range Airport	9,046.17
		<u>45,667.76</u>

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>
00724555	323020	BULLOCK RACHEL	06/11/18	48.18
00724556	645697	BURG ADAM	06/11/18	228.00
00724559	419640	COLO BUILDING & CONSTRUCTION T	06/11/18	360.00
00724564	718430	FALCONE NICOLE	06/11/18	150.00
00724567	343447	GONZALES RAYMOND	06/11/18	228.00
00724578	266741	OSTLER BRYAN	06/11/18	228.00
00724584	137851	TIERNEY JENNIFER	06/11/18	222.58
00724585	369655	TORGERSEN BETH	06/11/18	118.54
00724586	336027	WESTMINSTER CITY OF	06/11/18	4,983.00
00724588	433987	ADCO DISTRICT ATTORNEY'S OFFIC	06/12/18	91.63
00724590	166637	ALEXANDER BRYCE	06/12/18	359.92
00724591	642157	ARELLANO JESSICA	06/12/18	28.86
00724593	237471	AZZOLINA CAROL	06/12/18	26.92
00724594	699965	BEEN ANDREW J	06/12/18	65.00
00724595	463401	BUSH MELVIN E	06/12/18	65.00
00724596	8973	C & R ELECTRICAL CONTRACTORS I	06/12/18	800.00
00724597	718055	CALDERA MONICA	06/12/18	75.00
00724598	718052	CASTILLO ELIZABETH	06/12/18	75.00
00724599	718041	CERDA BREANNA	06/12/18	75.00
00724600	718065	CUB SCOUT PACK 471	06/12/18	150.00
00724601	718057	EBERT MARY	06/12/18	75.00
00724602	648037	ELLARS SARA	06/12/18	229.88
00724603	338868	ERVIN STACY	06/12/18	526.47
00724604	718040	ESPINO ALMA	06/12/18	75.00
00724605	718051	FONTES WENDY	06/12/18	75.00
00724606	718068	FUNETES JENNIFER	06/12/18	650.00
00724607	718046	GRAMBART PHIL	06/12/18	75.00
00724608	675517	GREEN THOMAS D	06/12/18	65.00
00724609	718050	GUALLARDO JUAN	06/12/18	75.00
00724610	547889	GUERRERO GALLEGOS CLAUDIA A	06/12/18	285.58
00724611	688840	HALL-CAMACHO JENNINE ALICIA	06/12/18	500.00
00724612	698488	HANCOCK FORREST HAYES	06/12/18	65.00
00724613	278010	HART JULIE	06/12/18	81.00
00724614	118367	HODGE MARY	06/12/18	139.00
00724615	699963	JOY JAMES H	06/12/18	65.00
00724616	718059	KAPPELMANN ROBIN	06/12/18	75.00

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>
00724617	712115	LACRUE MATTHEW D	06/12/18	65.00
00724618	718060	LEE PANG	06/12/18	75.00
00724619	718061	LET'S PLANet GIVING INC	06/12/18	400.00
00724620	718063	LYNES DONNA	06/12/18	225.00
00724621	689410	MARQUEZ PAULINE A	06/12/18	80.99
00724622	718042	MARTINEZ SALVADOR	06/12/18	75.00
00724623	637831	MCCREARY RAPHAEL	06/12/18	65.00
00724624	717990	METZ MICHELLE	06/12/18	219.20
00724625	718070	MUNOZ CRISTOBAL	06/12/18	1,350.00
00724626	718043	MYHRE LIZ	06/12/18	75.00
00724627	573416	NYHOLM STEWART E	06/12/18	65.00
00724628	46296	ODORISIO STEVEN	06/12/18	108.00
00724630	718069	PATLAN PRISCILLA	06/12/18	400.00
00724631	222140	PETRI BEARD AMY	06/12/18	26.16
00724632	10669	REIGENBORN, RICHARD A	06/12/18	65.00
00724633	718045	RODENBERG SHANE	06/12/18	75.00
00724634	516993	RODRIGUEZ JODY	06/12/18	423.47
00724635	718054	RODRIGUEZ LAURA	06/12/18	75.00
00724636	718056	RODRIGUEZ MARCOS	06/12/18	75.00
00724637	455680	RUELAS RAFAEL	06/12/18	177.23
00724638	718047	SHERMAN ROBERT	06/12/18	75.00
00724639	227044	SOUTHWESTERN PAINTING	06/12/18	2,000.00
00724640	718029	THOMPSON CHARLENE	06/12/18	47.86
00724641	319978	TONSAGER DENNIS	06/12/18	65.00
00724642	718062	TRUJILLO DESIREE	06/12/18	400.00
00724644	718048	UPCHURCH DENISE	06/12/18	75.00
00724645	718053	VALENZUELA SYLVIA	06/12/18	75.00
00724646	718064	WILKERSON CHERYL	06/12/18	150.00
00724647	20710	WILLIS MARY T	06/12/18	75.00
00724648	702804	WOLFE SANDRA KAY	06/12/18	65.00
00724649	718044	ZAVALA CHRISTINA	06/12/18	75.00
00724650	718058	ZEMLICKA JASON	06/12/18	75.00

Fund Total**18,733.47**

County of Adams
Net Warrants by Fund Detail

<u>7</u>		<u>Stormwater Utility Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00724563	717427	ELSER, CHRISANNA	06/11/18	83.00	
			Fund Total	83.00	

County of Adams
Net Warrants by Fund Detail

<u>34</u>		<u>Comm Services Blk Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00724551	717002	ALTO APARTMENTS	06/11/18	562.00	
00724552	718773	AMBER APARTMENTS	06/11/18	135.00	
00724576	689895	NEW LEGACY CHARTER SCHOOL	06/11/18	15,911.04	
00724581	92604	RAMIREZ ESTHER	06/11/18	100.23	
			Fund Total	<hr/> 16,708.27	

Net Warrants by Fund Detail

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Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724550	36820	AGUINIGA CAROL	06/11/18	79.68
00724553	35827	BANKS RACHEL	06/11/18	67.69
00724554	369657	BERNAL JUAN FELIPE	06/11/18	46.60
00724557	35563	CASTILLO YVONNE	06/11/18	6.87
00724558	258669	CLARK RYNE	06/11/18	21.91
00724560	192948	DABIT SANA	06/11/18	15.26
00724561	354196	DUKE STEPHANI	06/11/18	47.96
00724562	38689	ELLIS CHARLES	06/11/18	107.91
00724565	369792	FLORES MICHAEL	06/11/18	15.48
00724566	843241	GLASSER NOELLE	06/11/18	45.78
00724568	147003	HICKMAN SHARON	06/11/18	9.43
00724569	553649	HORNER ANDREW	06/11/18	25.07
00724570	443755	HUTCHINS ATHENAS	06/11/18	48.61
00724571	71226	JAMES TRUDY	06/11/18	22.18
00724572	281998	KAMMERZELL JODIE	06/11/18	58.32
00724573	553650	MARTINEZ DOMINIC A	06/11/18	16.02
00724574	580067	MCBOAT GREG	06/11/18	5.27
00724575	79308	MOJZIS YOLANDA ANNE	06/11/18	11.99
00724577	679409	NEWTON JENNIFER	06/11/18	66.65
00724579	481825	PARRA ALDO	06/11/18	280.13
00724580	40920	POST REBECCA	06/11/18	54.50
00724582	915166	RODRIGUEZ SONIA	06/11/18	18.91
00724583	199912	SALVADOR THERESA	06/11/18	24.63

Fund Total**1,096.85**

County of Adams
Net Warrants by Fund Detail

43 Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00724589	88281	ALBERTS WATER & WASTEWATER SER	06/12/18	220.00
00724592	80118	AT&T CORP	06/12/18	99.20
00724629	618136	PARAGON DINING SERVICES	06/12/18	6,526.97
00724643	80272	UNION PACIFIC RAILROAD COMPANY	06/12/18	2,200.00
Fund Total				9,046.17

County of Adams
Net Warrants by Fund Detail

Grand Total 45,667.76

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>
	Other Rents & Leases					
	UNION PACIFIC RAILROAD COMPANY	00043	926673	307174	05/14/18	2,200.00
					Account Total	2,200.00
	Telephone					
	AT&T CORP	00043	926407	307174	05/14/18	86.12
					Account Total	86.12
					Department Total	2,286.12

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	926407	307174	05/14/18	6.54
					Account Total	6.54
					Department Total	6.54

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>
	Telephone					
	AT&T CORP	00043	926407	307174	05/14/18	6.54
					Account Total	6.54
					Department Total	6.54

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	DUKE STEPHANI	00035	928023	309058	05/31/18	47.96
					Account Total	47.96
					Department Total	47.96

County of Adams
Vendor Payment Report

<u>2056</u>	<u>ANS - Clinic Operations</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	FALCONE NICOLE	00001	928268	309258	06/07/18	150.00
					Account Total	150.00
					Department Total	150.00

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>
	Special Events					
	COLO BUILDING & CONSTRUCTION T	00001	928267	309258	06/07/18	360.00
					Account Total	360.00
	Travel & Transportation					
	HODGE MARY	00001	928491	309537	06/12/18	139.00
	ODORISIO STEVEN	00001	928492	309537	06/12/18	108.00
					Account Total	247.00
					Department Total	607.00

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	PARAGON DINING SERVICES	00043	928252	309212	05/31/18	6,526.97
					Account Total	6,526.97
					Department Total	6,526.97

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BULLOCK RACHEL	00001	928266	309258	06/07/18	48.18
	TORGENSEN BETH	00001	928265	309258	06/07/18	118.54
					Account Total	166.72
					Department Total	166.72

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	928271	309258	06/07/18	228.00
	OSTLER BRYAN	00001	928270	309258	06/07/18	228.00
					Account Total	456.00
					Department Total	456.00

County of Adams
Vendor Payment Report

1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	ALEXANDER BRYCE	00001	928297	309349	06/08/18	359.92
	ELLARS SARA	00001	928298	309349	06/08/18	229.88
	ERVIN STACY	00001	928299	309349	06/08/18	526.47
	GUERRERO GALLEGOS CLAUDIA A	00001	928300	309349	06/08/18	285.58
	MARQUEZ PAULINE A	00001	928301	309349	06/08/18	80.99
	RODRIGUEZ JODY	00001	928302	309349	06/08/18	423.47
					Account Total	1,906.31
					Department Total	1,906.31

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					
	NEW LEGACY CHARTER SCHOOL	00034	928288	309344	06/08/18	15,911.04
					Account Total	15,911.04
	Mileage Reimbursements					
	RAMIREZ ESTHER	00034	928264	309258	06/07/18	100.23
					Account Total	100.23
	Other Professional Serv					
	ALTO APARTMENTS	00034	927366	308210	05/25/18	562.00
	AMBER APARTMENTS	00034	928296	309348	06/08/18	135.00
					Account Total	697.00
					Department Total	16,708.27

County of Adams
Vendor Payment Report

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<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	HART JULIE	00001	927977	308930	06/05/18	81.00
					Account Total	81.00
	Mileage Reimbursements					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928289	308930	06/05/18	14.00
	PETRI BEARD AMY	00001	927987	308930	06/05/18	26.16
	THOMPSON CHARLENE	00001	927989	308930	06/05/18	24.42
	THOMPSON CHARLENE	00001	928290	308930	06/05/18	23.44
					Account Total	88.02
	Other Professional Serv					
	METZ MICHELLE	00001	927986	308930	06/05/18	219.20
					Account Total	219.20
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	928289	308930	06/05/18	77.63
					Account Total	77.63
					Department Total	465.85

County of Adams
Vendor Payment Report

9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount
	Education & Training					
	HALL-CAMACHO JENNINE ALICIA	00001	928097	308930	06/05/18	500.00
					Account Total	500.00
	Mileage Reimbursements					
	ARELLANO JESSICA	00001	927991	308930	06/05/18	28.86
	AZZOLINA CAROL	00001	927992	308930	06/05/18	26.92
	RUELAS RAFAEL	00001	927988	308930	06/05/18	177.23
					Account Total	233.01
					Department Total	733.01

County of Adams
Vendor Payment Report

99500	Employment First	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	CLARK RYNE	00035	928018	309058	05/31/18	21.91
	FLORES MICHAEL	00035	928032	309058	05/31/18	15.48
	HORNER ANDREW	00035	928034	309058	05/31/18	25.07
	SALVADOR THERESA	00035	928073	309058	05/31/18	24.63
					Account Total	87.09
					Department Total	87.09

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>
	Mileage Reimbursements					
	KAMMERZELL JODIE	00035	928042	309058	05/31/18	26.32
					Account Total	26.32
	Travel & Transportation					
	KAMMERZELL JODIE	00035	928042	309058	05/31/18	32.00
					Account Total	32.00
					Department Total	58.32

County of Adams
Vendor Payment Report

<u>1017</u>	<u>Finance Purchasing</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	TIERNEY JENNIFER	00001	928262	309258	06/07/18	137.89
	TIERNEY JENNIFER	00001	928263	309258	06/07/18	84.69
					Account Total	222.58
					Department Total	222.58

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>
	Sale of Assets					
	WESTMINSTER CITY OF	00001	928272	309258	06/07/18	4,983.00
					Account Total	4,983.00
					Department Total	4,983.00

County of Adams
Vendor Payment Report

<u>98600</u>	<u>Governor's Summer Job Hunt</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	NEWTON JENNIFER	00035	928061	309058	05/31/18	1.09
					Account Total	1.09
					Department Total	1.09

County of Adams
Vendor Payment Report

<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	BANKS RACHEL	00035	928012	309058	05/31/18	25.07
	PARRA ALDO	00035	928066	309058	05/31/18	80.12
					Account Total	105.19
					Department Total	105.19

County of Adams
Vendor Payment Report

5010	PKS- Fair & Special Events	Fund	Voucher	Batch No	GL Date	Amount
	Regional Park Rentals					
	CALDERA MONICA	00001	928141	309093	06/06/18	75.00
	CASTILLO ELIZABETH	00001	928142	309093	06/06/18	75.00
	CERDA BREANNA	00001	928143	309093	06/06/18	75.00
	CUB SCOUT PACK 471	00001	928145	309093	06/06/18	150.00
	EBERT MARY	00001	928146	309093	06/06/18	75.00
	ESPINO ALMA	00001	928147	309093	06/06/18	75.00
	FONTES WENDY	00001	928148	309093	06/06/18	75.00
	FUNETES JENNIFER	00001	928149	309093	06/06/18	650.00
	GRAMBART PHIL	00001	928151	309093	06/06/18	75.00
	GUALLARDO JUAN	00001	928150	309093	06/06/18	75.00
	KAPPELMANN ROBIN	00001	928152	309093	06/06/18	75.00
	LEE PANG	00001	928153	309093	06/06/18	75.00
	LET'S PLANet GIVING INC	00001	928154	309093	06/06/18	400.00
	LYNES DONNA	00001	928155	309093	06/06/18	225.00
	MARTINEZ SALVADOR	00001	928156	309093	06/06/18	75.00
	MUNOZ CRISTOBAL	00001	928157	309093	06/06/18	1,350.00
	MYHRE LIZ	00001	928158	309093	06/06/18	75.00
	PATLAN PRISCILLA	00001	928159	309093	06/06/18	400.00
	RODENBERG SHANE	00001	928160	309093	06/06/18	75.00
	RODRIGUEZ LAURA	00001	928161	309093	06/06/18	75.00
	RODRIGUEZ MARCOS	00001	928162	309093	06/06/18	75.00
	SHERMAN ROBERT	00001	928163	309093	06/06/18	75.00
	TRUJILLO DESIREE	00001	928165	309093	06/06/18	400.00
	UPCHURCH DENISE	00001	928166	309093	06/06/18	75.00
	VALENZUELA SYLVIA	00001	928167	309093	06/06/18	75.00
	WILKERSON CHERYL	00001	928168	309093	06/06/18	150.00
	WILLIS MARY T	00001	928169	309093	06/06/18	75.00
	ZAVALA CHRISTINA	00001	928170	309093	06/06/18	75.00
	ZEMLICKA JASON	00001	928171	309093	06/06/18	75.00
					Account Total	5,300.00
					Department Total	5,300.00

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>
	Maintenance Contracts					
	SOUTHWESTERN PAINTING	00001	928164	309093	06/06/18	2,000.00
					Account Total	2,000.00
	Other Repair & Maint					
	C & R ELECTRICAL CONTRACTORS I	00001	928144	309093	06/06/18	800.00
					Account Total	800.00
					Department Total	2,800.00

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BEEN ANDREW J	00001	928238	309191	06/07/18	65.00
	BUSH MELVIN E	00001	928316	309437	06/11/18	65.00
	GREEN THOMAS D	00001	928319	309437	06/11/18	65.00
	HANCOCK FORREST HAYES	00001	928320	309437	06/11/18	65.00
	JOY JAMES H	00001	928239	309191	06/07/18	65.00
	LACRUE MATTHEW D	00001	928240	309191	06/07/18	65.00
	MCCREARY RAPHAEL	00001	928317	309437	06/11/18	65.00
	NYHOLM STEWART E	00001	928318	309437	06/11/18	65.00
	REIGENBORN, RICHARD A	00001	928241	309191	06/07/18	65.00
	TONSAGER DENNIS	00001	928242	309191	06/07/18	65.00
	WOLFE SANDRA KAY	00001	928243	309191	06/07/18	65.00
					Account Total	715.00
					Department Total	715.00

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	928269	309258	06/07/18	228.00
					Account Total	228.00
					Department Total	228.00

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>
	Stormwater Utility Fee					
	ELSER, CHRISANNA	00007	927753	308644	06/01/18	83.00
					Account Total	83.00
					Department Total	83.00

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>
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	928010	309058	05/31/18	10.46
	BANKS RACHEL	00035	928012	309058	05/31/18	42.62
	BERNAL JUAN FELIPE	00035	928015	309058	05/31/18	46.60
	CASTILLO YVONNE	00035	928017	309058	05/31/18	6.87
	DABIT SANA	00035	928020	309058	05/31/18	15.26
	HICKMAN SHARON	00035	928033	309058	05/31/18	9.43
	JAMES TRUDY	00035	928039	309058	05/31/18	22.18
	MCBOAT GREG	00035	928054	309058	05/31/18	3.27
	PARRA ALDO	00035	928066	309058	05/31/18	200.01
	RODRIGUEZ SONIA	00035	928071	309058	05/31/18	18.91
					Account Total	375.61
	Travel & Transportation					
	MCBOAT GREG	00035	928054	309058	05/31/18	2.00
					Account Total	2.00
					Department Total	377.61

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>
	Other Professional Serv					
	ALBERTS WATER & WASTEWATER SER	00043	926672	307174	05/14/18	220.00
					Account Total	220.00
					Department Total	220.00

County of Adams
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	MARTINEZ DOMINIC A	00035	928043	309058	05/31/18	16.02
	MOJZIS YOLANDA ANNE	00035	928055	309058	05/31/18	11.99
					Account Total	28.01
					Department Total	28.01

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	GLASSER NOELLE	00035	928062	309058	05/31/18	45.78
	POST REBECCA	00035	928069	309058	05/31/18	54.50
					Account Total	100.28
					Department Total	100.28

County of Adams
Vendor Payment Report

97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	928010	309058	05/31/18	30.52
	ELLIS CHARLES	00035	928031	309058	05/31/18	84.48
	ELLIS CHARLES	00035	928031	309058	05/31/18	11.44
	HUTCHINS ATHENAS	00035	928036	309058	05/31/18	43.71
	NEWTON JENNIFER	00035	928061	309058	05/31/18	65.56
					Account Total	235.71
					Department Total	235.71

County of Adams
Vendor Payment Report

97400	WIOA YOUTH YOUNGER	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	AGUINIGA CAROL	00035	928010	309058	05/31/18	25.51
	AGUINIGA CAROL	00035	928010	309058	05/31/18	13.19
	HUTCHINS ATHENAS	00035	928036	309058	05/31/18	4.90
					Account Total	43.60
					Department Total	43.60

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>
	Mileage Reimbursements					
	ELLIS CHARLES	00035	928031	309058	05/31/18	11.99
					Account Total	11.99
					Department Total	11.99

County of Adams
Vendor Payment Report

Grand Total 45,667.76

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, JUNE 19, 2018

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE (09:29 AM)

3. MOTION TO APPROVE AGENDA (09:29 AM)

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

4. AWARDS AND PRESENTATIONS (09:30 AM)

5. PUBLIC COMMENT (09:30 AM)

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

A. 18-541 List of Expenditures Under the Dates of May 18-25, 2018

B. 18-570 List of Expenditures Under the Dates of June 4-8, 2018

C. 18-553 Minutes of the Commissioners' Proceedings from May 29, 2018

D. 18-534 Resolution Approving Ambulance Service License Renewal for City of Westminster Fire Department (File approved by ELT)

E. 18-544 Resolution Approving Supplemental Agreement to Relocate Power Pedestal to Accommodate Lowell Boulevard At-Grade Crossing Improvements, between the Union Pacific Railroad Company and Adams County, Colorado (File approved by ELT)

F. 18-545 Resolution Approving First Amendment to License Agreement between Lower Clear Creek Ditch Company, Adams County, Urban Drainage and Flood Control District, and Regional Rail Partners, Joint Venture (File approved by ELT)

G. 18-547 Resolution Approving the Forgiveness of Loans between Adams County and Eastern Slope Housing (File approved by ELT)

H. 18-548 Resolution Regarding Defense and Indemnification of Christopher Trujillo as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

I. 18-549 Resolution Approving Federal Lands Access Program and Federal Lands Transportation Program Project Memorandum of Agreement March 2018 (File approved by ELT)

J. 18-550 Resolution Approving an Intergovernmental Agreement between Adams County and the City of Commerce City Regarding the Federal Lands Access Program Project at the Rocky Mountain Arsenal National Wildlife Refuge (File approved by ELT)

K. 18-551 Resolution Approving the Grant Agreement for Grant #8957 between Adams County

- Head Start and the Temple Hoyne Buell Foundation (File approved by ELT)
- L. 18-554 Resolution Approving Solar Lease Agreement between Adams County and CO LI CSG 2 LLC (File approved by ELT)
 - M. 18-555 Resolution Approving Solar Lease Agreement between Adams County and DU CSG 1 LLC (File approved by ELT)
 - N. 18-556 Resolution Approving the Intergovernmental Agreement between Adams County and the Colorado Department of Human Services (File approved by ELT)
 - O. 18-557 Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application (File approved by ELT)
 - P. 18-558 Resolution Approving the Open Space Modification Request and Amended Grant Agreement between Adams County and the City of Westminster for the Big Dry Creek Trail Upgrade Project (File approved by ELT)
 - Q. 18-559 Resolution Approving the Urban County and HOME Consortia Intergovernmental Agreements and Recertification for Federal Fiscal Years 2019, 2020, and 2021 (File approved by ELT)
 - R. 18-561 Resolution Approving Encroachment Agreement between Adams County and Cardel Homes US Limited Partnership for Improvements in County Right-of-Way (File approved by ELT)
 - S. 18-562 Resolution Accepting Warranty Deed Conveying Property from Welby Business Park, LLC, to Adams County for the Dedication of Road Right-of-Way for York Street (File approved by ELT)
 - T. 18-563 Resolution Accepting First Amendment to Permanent Storm Water Drainage Facilities Maintenance Easement from Welby Business Park, LLC, to Adams County for Storm Water Drainage Purposes (File approved by ELT)
 - U. 18-361 Resolution Accepting and Approving Contract Amendment One and Option Letter 03 to an Existing Edward Byrne Memorial Justice Assistance Grant Award (2016-DJ-16-013907-06-2) from the State of Colorado, Colorado Department of Public Safety, Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance for the Period of October 1, 2016 - September 30, 2018 (File approved by ELT)

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

7. NEW BUSINESS (09:30 AM)

A. COUNTY MANAGER (09:30 AM)

- 1. 18-533 Resolution Approving Amendment One to the Agreement between Adams County and Workplace Elements to Provide Furniture for the Adams County Human Services Center (File approved by ELT) (09:30 AM)
Motion to Approve 1. 18-533 Resolution Approving Amendment One to the Agreement between Adams County and Workplace Elements to Provide Furniture for the Adams County Human Services Center (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.
- 2. 18-535 Resolution Approving Amendment One to the Agreement between Adams County and A-1 Chipseal Company for Additonal Work to the 2018 Street Seal Program (File approved by ELT) (09:32 AM)
Motion to Approve 2. 18-535 Resolution Approving Amendment One to the Agreement between Adams County and A-1 Chipseal Company for Additonal Work to the 2018 Street Seal Program (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.
- 3. 18-539 Resolution Approving the Agreement between Adams County and Hoffman Southwest Corp., dba Professional Pipe Services for the Stormwater Infrastructure Video Inspection & Maintenance Project (File approved by ELT) (09:34 AM)

Motion to Approve 3. 18-539 Resolution Approving the Agreement between Adams County and Hoffman Southwest Corp., dba Professional Pipe Services for the Stormwater Infrastructure Video Inspection & Maintenance Project (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

4. 18-560 Resolution Approving Amendment One to the Agreement between Adams County and Whitestone Construction Services, Inc., for the Homes for Hope Project (File approved by ELT) (09:34 AM)

Motion to Approve 4. 18-560 Resolution Approving Amendment One to the Agreement between Adams County and Whitestone Construction Services, Inc., for the Homes for Hope Project (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

5. 18-571 Resolution Approving Second Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center (File approved by ELT)

Motion to Approve 5. 18-571 Resolution Approving Second Amendment to the Purchase and Sale Contract between Adams County and IVE Colorado LLC, Jacobs Colorado LLC, and King Paul 1 LLC for Land for the Adams Youth Services Center (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

6. 18-585 Resolution Approving Amendment 1 to Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center (File approved by ELT) (09:37 AM)

Motion to Approve 6. 18-585 Resolution Approving Amendment 1 to Intergovernmental Agreement between Adams County and the State of Colorado Regarding the Acquisition and Development of the Adams Youth Services Center (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

7. 18-586 Resolution Approving Special Warranty Deed to the State of Colorado for the Adams Youth Services Center (File approved by ELT) (09:40 AM)

Motion to Approve 7. 18-586 Resolution Approving Special Warranty Deed to the State of Colorado for the Adams Youth Services Center (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

8. 18-584 Resolution Approving a Fee Schedule for Oil and Gas Road Impact and Maintenance Fees (File approved by ELT) (09:41 AM)

Motion to Approve 8. 18-584 Resolution Approving a Fee Schedule for Oil and Gas Road Impact and Maintenance Fees (File approved by ELT) Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY (10:39 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Positions on Proposals for Aerotropolis Regional Transportation Authority (10:39 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Positions on Proposals for Aerotropolis Regional Transportation Authority Moved by Eva J. Henry, seconded by Steve O'Dorisio, unanimously carried.

9. LAND USE HEARINGS (10:40 AM)

A. Cases to be Heard (10:40 AM)

1. 18-564 PRC2016-00009 Touchstone Granite Rezone (File approved by ELT) (10:40 AM)

**Motion to Approve 1. 18-564 PRC2016-00009 Touchstone Granite Rezone
(File approved by ELT) Moved by Erik Hansen, seconded by Eva J. Henry,
unanimously carried.**

Present: Charles "Chaz" TedescoEva J. HenryErik Hansen and Mary Hodge

Excused: Steve O'Dorisio

2. 18-568 PLN2017-00036 Oil & Gas Text Amendments to Chapter 4 (File approved by ELT)
(11:35 AM)

**Motion to Approve 2. 18-568 PLN2017-00036 Oil & Gas Text Amendments to Chapter 4
(File approved by ELT) Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco,
passed with a roll call vote 3:1.**

10.ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Land Lease Extension
FROM: Jeri Coin, on behalf of Dave Ruppel
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

Front Range Hangar 2 Condominium Association, Inc. ("Tenant") has an unimproved land lease located at 37550 Astra Way on a parcel of airport property, the land lease will expire on April 30, 2019, and Tenant would like to extend the lease to fifty ("50") years. Approval of Amendment 2 will extend the lease to expire on April 30, 2049.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Attorney
2. County Manager

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Amendment to Lease
4. Consent to Assignment & Assignment
5. Amendment 2 to Lease

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:			

	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:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 2 TO LAND LEASE AGREEMENT
BETWEEN THE FRONT RANGE AIRPORT AND FRONT RANGE HANGAR 2
CONDOMINIUM ASSOCIATION, INC.

Resolution 2018-

WHEREAS, in 1999, the Front Range Airport (“Airport”) entered into an Unimproved Land Lease with Colorado Aircraft Hangars, LLC, concerning a parcel of land at the Airport; and,

WHEREAS, Colorado Aircraft Hangars, LLC, did a Consent to Assignment, and Assignment to Front Range Hangar 2 Condominium Association, Inc., who is the current tenant; and,

WHEREAS, the Unimproved Land Lease will expire in 2019; and,

WHEREAS, by means of the attached Amendment 2 the parties wish to extend the term of the Unimproved Land Lease through April 30, 2049 and adjust the rent accordingly.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 2 to Land Lease Agreement between the Front Range Airport and Front Range Hangar 2 Condominium Association, Inc., a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Amendment 2 on behalf of Adams County.

**AMENDMENT 2 TO LAND LEASE AGREEMENT BETWEEN THE
FRONT RANGE AIRPORT AND FRONT RANGE HANGAR 2
CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT 2 is made and entered into this _____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Front Range Hangar 2 Association, Inc., located at 37550 Astra Way, Watkins, CO 80137 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Colorado Aircraft Hangars, LLC entered into an Unimproved Land Lease ("Lease") dated May 1, 1999, regarding land at the Front Range Airport; and,

B. WHEREAS, Colorado Aircraft Hangars, LLC sold the hangar to Front Range Hangar 2 Condominium Association, Inc. ("Tenant"); and,

C. WHEREAS, Tenant is the current owner of the Land Lease, and continues to occupy the leased premises; and,

D. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

E. WHEREAS, the initial term of the Lease expires on April 30, 2019, and by means of this Amendment 2 the parties wish to extend the term to April 30, 2049, bringing the lease to the maximum 50 year term.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

TERM: The initial term of this Lease shall be for fifty years commencing May 1, 1999 and ending at midnight on April 30, 2049. Tenant must remain in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may

terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Airport, the Property shall revert to the Airport at the end of this lease extension. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this lease extension.

2. Except as modified by this Amendment 2, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

FRONT RANGE HANGAR 2
CONDOMINIUM ASSOCIATION, INC.,
TENANT

Andrew D Chitica
By: Drew Chitica, Member & Assoc President

AMENDMENT
TO
UNIMPROVED LAND LEASE

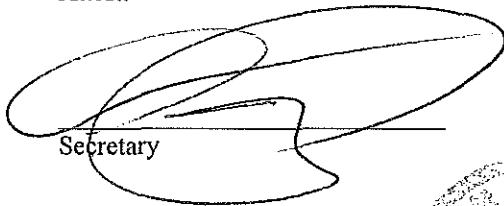
THIS AMENDMENT TO UNIMPROVED LAND LEASE is made this 26th day of October, 1999, by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, CO 80137, ("Landlord") and Colorado Aircraft Hangars, LLC, a Colorado limited liability company, located at 3333 East Florida, #60, Denver, CO 80210, ("Tenant"). The Unimproved Land Lease was made between the Landlord and the Tenant on May 1, 1999, and filed of record with the Clerk and Recorder of Adams County, Colorado, on October 21, 1999, in Book 5928, Pages 0001 to 0013, at Reception Number CO 604590.

Paragraph number 3 of that Lease, entitled "Term", is hereby amended in its entirety as follows:

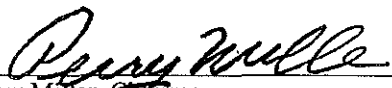
3. Term The initial term of this Lease is twenty-five years, commencing 12:01 a.m., May 1, 1999, and ending at midnight on April 30, 2024. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Authority has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period, effective May 1, 2024. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

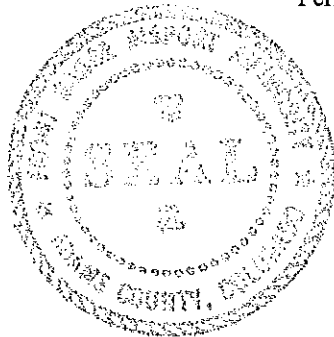
Except as amended herein, the Unimproved Land Lease shall remain in full force and effect as originally filed of record.

Attest:


Secretary

LANDLORD:
Front Range Airport Authority

By: 
Perry Miller, Chairman



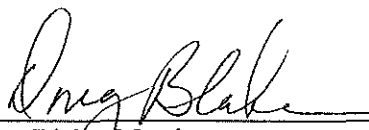
STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Amendment To Unimproved Land Lease was acknowledged before me this
21st day of October, 1999, by Perry Miller as Chairman of the Front Range Airport Authority.
Witness my hand and official seal.


Notary Public

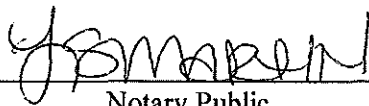
My commission expires: 2/9/03

TENANT:
Colorado Aircraft Hangars, LLC

By: 
Doug Blake, Member

STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Amendment To Unimproved Land Lease was acknowledged before me this
21st day of October, 1999, by Doug Blake as a member of Colorado Aircraft Hangars, LLC..
Witness my hand and official seal.


Notary Public

My commission expires: 2/9/03

AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FRONT RANGE HANGAR 2 CONDOMINIUM
A Leasehold Condominium

THIS AMENDMENT TO DECLARATION is made and executed this 26th day of October, 1999, by Colorado Aircraft Hangars, LLC, as Declarant and Lessee of real property described in the Declaration identified below owned in fee simple by Front Range Airport Authority as Lessor, pursuant to the provisions of Colorado Revised Statutes 38-33-101, *et seq.* The plat of this condominium ("the Plat") was filed of record with the County Clerk and Recorder of Adams County, Colorado as Instrument No. PUD 310Z. The declaration of covenants, conditions, restrictions and reservations of this condominium ("the Declaration") was filed of record with the said County Clerk and Recorder on October 21, 1999, in Book 5928 Pages 0014 to 0057 at Reception Number CO604591.

Section 3.2.1 of the Declaration, entitled "Term of the Lease", is hereby amended in its entirety as follows:

3. Term. The initial term of this Lease is twenty years, commencing 12:01 a.m., May 1, 1999 and ending at midnight on April 30, 2019. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Authority has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective May 1, 2019 and shall extend the term of this Lease for a five (5) year period effective May 1, 2024. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

Except as amended herein, the Declaration shall remain in full force and effect as originally filed of record.

DECLARANT
Colorado Aircraft Hangars, LLC

By: 

Member

FRONT RANGE AIRPORT AUTHORITY
a political subdivision of the State of Colorado

By: 

Chairman

STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Amendment To Declaration Of Covenants, Conditions, Restrictions And Reservations For Front Range Hangar 2 Condominium was acknowledged before me this 26th day of October, 1999, by Douglas J. Blake as a Member of Colorado Aircraft Hangars, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Ysmakel

Notary Public

My commission expires: 2/9/03

STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Amendment To Declaration Of Covenants, Conditions, Restrictions And Reservations For Front Range Hangar 2 Condominium was acknowledged before me this 21st day of October, 1999, by Perry Miller as Chairman of the Front Range Airport Authority, a political subdivision of the State of Colorado.

Witness my hand and official seal.

Johnson

Notary Public

My commission expires: 2/9/03

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of May 1999 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Colorado Aircraft Hangars, LLC, a Colorado limited liability company, located at 3333 East Florida, #60, Denver, Colorado 80210, ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain Premises situated at the Front Range Airport, Adams County, Colorado, ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of aircraft hangar buildings and facilities under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar buildings constructed on the Premise and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is twenty-five years, commencing 12:01 a.m., May 1, 1999 and ending at midnight on April 30, 2019. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Authority has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective May 1, 2024. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 1999, the first year of this lease commencing upon execution hereof, shall be \$4,492.80, computed at the pro-rated, annual rate of eighteen cents (\$0.18) per square foot, times the building footprint plus fifteen (15) feet or 37,440 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible is two hundred (200) feet by three hundred forty (340) feet, or 68,000 square feet. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2000, and once every year thereafter the rent shall be \$6,739.20, computed at the annual rate of eighteen cents (\$0.18) per square foot, with the leasehold space consisting of 37,440 square feet. Commencing January 1, 2005, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 37,440 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the leased Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Development Steps attached hereto as Exhibit C. Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the condition of this paragraph 6, the Tenant shall construct a hangar building 288 feet by 100 feet and two aprons 50 feet by 340 feet and being capable of bearing single aircraft weights of 12,500 pounds. The building must be located as shown on Exhibit A hereto, and such building must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent.

c. Unless construction of the improvements is commenced within ninety (90) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 270 days after the commencement of construction, however, the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

7. Repairs. At its sole expense, the Tenant shall at all times keep the Premises neat, clean and sanitary and in as good condition as it is at the inception of this Lease, ordinary wear and tear and casualty loss excepted. In particular, the Tenant shall repair broken windows and doors as the need arises.

8. Utilities. Any utilities brought from their present point or termination to the perimeter of the Premises shall be at the Tenant's sole expense. The Tenant shall provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking spaces, lighting, septic, sewer, gas, telephone, storm drains and fire hydrant(s). All utilities shall be installed underground, and after installation any pavement torn out in the installation process shall be repaired to Airport standards. The Tenant shall pay all charges for heat, light, water and all other public utilities that are used on or charged to the Premises. The Landlord shall assist as required in the acquisition of temporary utilities hookups.

9. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

10. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

11. Repair and Maintenance. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

a. Good Condition: Tenant shall keep leased Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and bill Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 26 below shall apply.

b. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

c. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

d. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

12. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose,

13. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means

14. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

15. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

16. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

17. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

18. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$ 1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

19. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 18, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

20. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3, above at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

21. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2, above, for six consecutive months, it may cancel this Lease, however, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: If the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord, the Tenant may cancel this Lease.

22. Removal of Improvements. Upon termination of this Lease, at its sole cost the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

23. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to the Landlord, with a copy to the Director of Aviation, at 5200 Front Range Parkway, Watkins, Colorado, 80137, the Board of Commissioners of Adams County, Colorado, at 450 South 4th Avenue, Brighton, Colorado 80601, and to the Tenant at 3333 East Florida, #60, Denver, Colorado 80120.

24. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

25. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 19 or 20, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

30. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking. Motor vehicles shall be parked only in designated places on the Premises and within the hangar(s) thereon. Only operational motor vehicles shall be permitted on the Premises.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. Wherever reference is made herein to a plot plan or site plan, such site plan shall include at least those items set forth below and shall be in the form of a legible scale drawing of the entire Premises and improvements. The site plan shall contain at least the locations of.

All structures, including structures planned for future construction and their sizes;

All roads, driveways, entrances and exits;

All parking areas and a description of the method(s) that will be used to delineate such areas;

All utilities and designation of those that are underground;

All interior and exterior drainage facilities,

All fencing and gates;

All site and exterior building lighting; and

All taxiway ingress and egress.

36. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

IN WITNESS WHEREOF the parties have executed this Lease this 14th day of April 1999.

LANDLORD
Front Range Airport Authority

Attest:

By:

Secretary

STATE OF COLORADO)

County of Adams)

) ss
)

By:

Perry Miller, Chair

The foregoing Lease was acknowledged before me this 8th day of July 1999 by Perry Miller, Front Range Airport Authority. Witness my hand and official seal.

J. M. MARRIN

Notary Public

My commission expires: 2-9-03

Board of Commissioners of Adams County

Approved as to form:

[Signature]

By:

Ted Strickland 10/13/99

Ted Strickland, Chair

TENANT
Colorado Aircraft Hangars, LLC

By:

Doug Blake

Doug Blake, Member

STATE OF COLORADO)

County of Adams)

) ss
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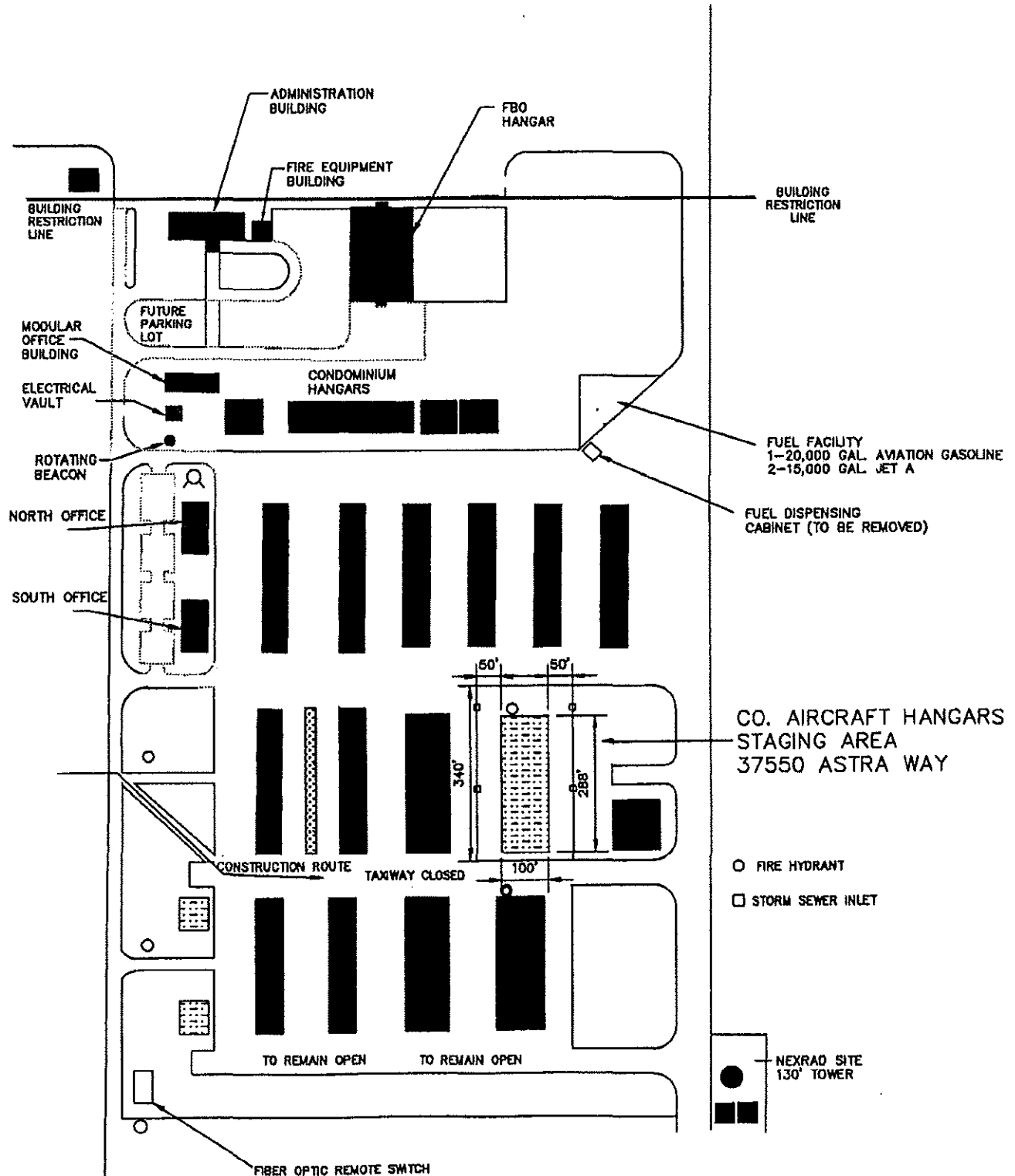
The foregoing Lease was acknowledged before me this 8th day of July 1999 by Doug J. Blake, Member, Colorado Aircraft Hangars, LLC. Witness my hand and official seal.

J. M. MARRIN

Notary Public

My commission expires: 2-9-03

EXHIBIT A



FRONT RANGE AIRPORT WATKINS, COLORADO	CO. AIRCRAFT HANGARS	
	NO.	AREA
	1	1-20,000 GAL. AVIATION GASOLINE
	2	2-15,000 GAL. JET A
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	88	88-15,000 GAL. JET A
	89	89-15,000 GAL. JET A
	90	90-15,000 GAL. JET A
	91	91-15,000 GAL. JET A
	92	92-15,000 GAL. JET A
	93	93-15,000 GAL. JET A
	94	94-15,000 GAL. JET A
	95	95-15,000 GAL. JET A
	96	96-15,000 GAL. JET A
	97	97-15,000 GAL. JET A
	98	98-15,000 GAL. JET A
	99	99-15,000 GAL. JET A
	100	100-15,000 GAL. JET A

Exhibit A
Page 2

LEGAL DESCRIPTION - LEASE AREA

A PART OF THE NORTH HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF
ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST; THENCE
NORTH 36°22'18" WEST A DISTANCE OF 639.62 FEET TO THE POINT OF BEGINNING; THENCE
NORTH 00°32'15" EAST A DISTANCE OF 318.20 FEET; THENCE NORTH 89°27'45" WEST A
DISTANCE OF 130.10 FEET; THENCE SOUTH 00°32'15" WEST A DISTANCE OF 318.20 FEET;
THENCE SOUTH 89°27'45" EAST A DISTANCE OF 130.10 FEET TO THE POINT OF BEGINNING.

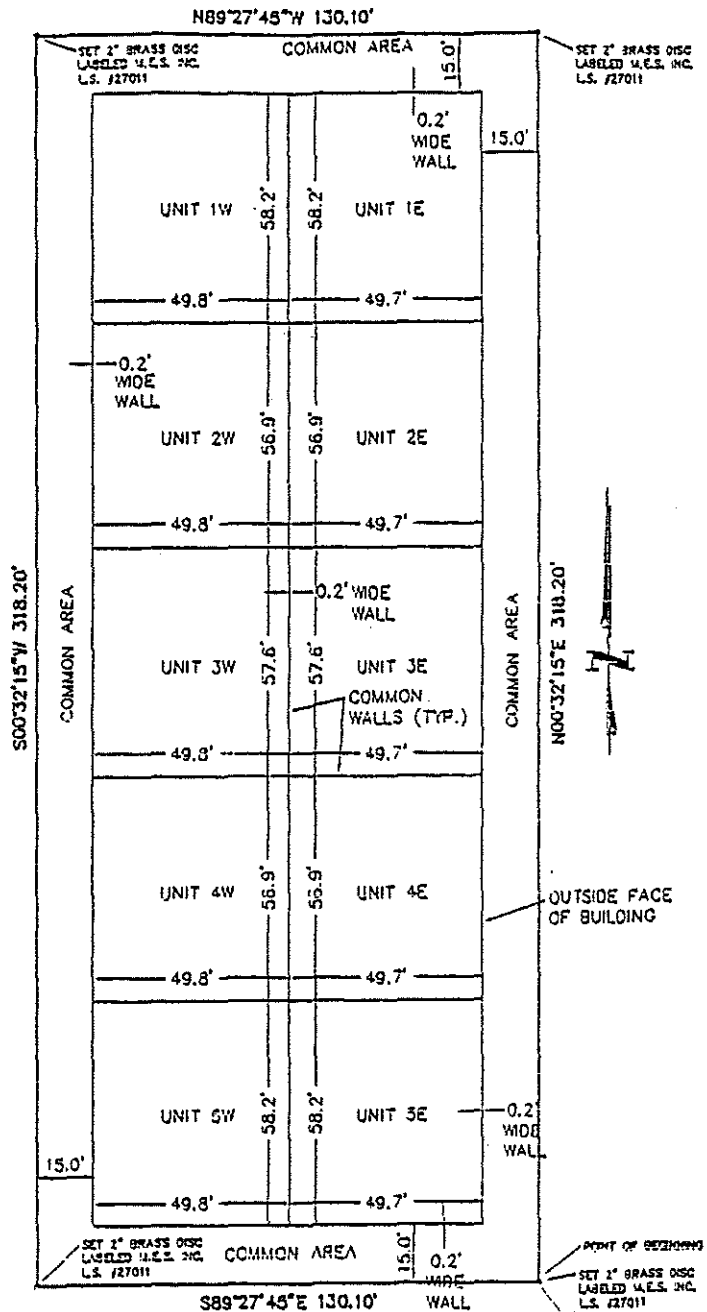
CONTAINING 41,397.82 SQUARE FEET OR 0.9504 ACRE, MORE OR LESS.

BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 16
TOWNSHIP 3 SOUTH RANGE 64 WEST BEING SOUTH 89°15'13" EAST AS MONUMENTED



Exhibit A
Page 3



S.W. CORNER OF N.W. 1/4 OF THE S.E. 1/4 OF SECTION 18 FOUND 3" ALUM-CAP MARKER



S89°13'13"E 2833.07'

SOUTHERLY LINE OF THE NORTH HALF OF THE SE 1/4 SECTION 18

S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 18 FOUND 2" ALUM. CAP MARKER



4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish deliver an maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

EXHIBIT "B"

DEVELOPMENT STEPS FOR CONSTRUCTION OF FACILITIES ON THE FRONT RANGE AIRPORT

Step 1 ☐

- Develop a site plan for the intended project
- Present the site plan and floor plan to the Airport Staff for conceptual approval

Step 2 ☐

- Develop floor plan with elevations of project
- Present the floor plan with elevations to the Airport Staff for conceptual approval
- Submit grading and drainage plan to Airport Staff for approval (3 Sets). *The Airport will retain one set and return two sets with "Approval Stamp"*
- Submit fire hydrant plan to the Airport Staff for approval
- Submit final plans and elevations including exterior finishes to airport staff for approval (3 Sets). *The Airport will retain one set and return two sets with "Approval Stamp"*
- Submit final Site Plan including landscaping to airport staff for approval (3 Sets). *The Airport will retain one set and return two sets with "Approval Stamp"*

Note: The Airport Staff will review plans with the Bennett Fire Department. Fire Department requirements will be noted on the plans with review verification.

Step 3 ☐

- Submit two sets of plans, with Airport & Bennett Fire Department Approval, from step 2 along with other required documents to the Adams County Building Department for final approval
- Provide the Airport Staff with written evidence of financial responsibility from a bank or other verifiable source that shows the ability to complete the project
- Payment of the Annual Land Lease
- Payment of Water & Sewer Tap Fees -- \$5,000
- Certificates of Insurance on file with the Front Range Airport Authority

BEGIN CONSTRUCTION

EXHIBIT "C"

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$600,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.

RECEIVED DEC 18 1999

23

**CONSENT TO ASSIGNMENT
AND
ASSIGNMENT**

C0614614
11/18/99 13:24:03
BK: 5957 PG: 0770-0772
15.00 DOC FEE: 0.00
CAROL SNYDER
ADAMS CO

THIS AGREEMENT is made among the Front Range Airport Authority ("FRAA"), Colorado Aircraft Hangars, LLC, ("CAH") and Front Range Hangar 2 Condominium Association, Inc., ("the Association") on the date set forth below.

BASIS FOR AGREEMENT

- A. On May 11, 1999, FRAA entered into a lease with CAH of certain real property identified as 37550 Astra Way, Watkins, CO 80137, located at the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, ("the Lease"), a copy of which lease is attached hereto as Exhibit A.
- B. CAH is the owner of a multi-unit aircraft hangar building located on the said real property.
- C. CAH desires to assign all its right, title and interest in and to the Lease to the Association, and the Association desires to take assignment of the Lease from CAH.
- D. Under the terms of the Lease, such assignment is subject to approval by FRAA.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

1. CAH hereby assigns all its right, title and interest in and to the Lease to the Association.
2. In accordance with section 5 of the Lease, FRAA hereby grants its approval for the foregoing assignment of the Lease, and FRAA releases CAH from all obligations under the Lease.
3. The Association shall be bound by all the terms and conditions of the Lease, and in the event of the Association's default, bankruptcy or other event described in section 13 of the Lease, the Association indemnifies CAH and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

TA

NR 18012C99

NR 18012C99

FRONT RANGE AIRPORT
AUTHORITY

By: *Terry Miller*
Chairman

October 20, 1999
Date

COLORADO AIRCRAFT
HANGARS, LLC

By: *D. Blake*
Member

20 Oct 99
Date

FRONT RANGE HANGAR 2
CONDOMINIUM ASSOCIATION,
INC.

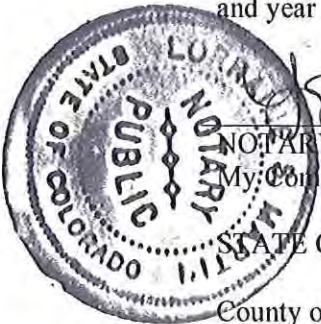
By: *Peggy A. Long*
President

Nov 12, 1999
Date

STATE OF COLORADO)
) ss.
County of Adams)

On this 20 day of Oct 1999 before me Lorraine Martin, a Notary Public in and for said State,
personally appeared Douglas J. Blake, known or identified to me to be the person whose name is
subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day
and year in this certificate first above written.



Lorraine Martin
NOTARY PUBLIC
My Commission expires: 2/9/03
STATE OF COLORADO)
) ss.
County of Adams)

On this day of 1999 before me , a Notary Public in and for said State,
personally appeared ****, known or identified to me to be the person whose name is subscribed
to the within instrument, and he acknowledged to me that he executed the same.

xxxxx Peggy A. Long
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day
and year in this certificate first above written.



NOTARY PUBLIC

My Commission expires: 5.30.00

STATE OF COLORADO)

) ss.

County of Adams)

On this 20 day of Oct 1999 before me ^{Lorraine} Martin, a Notary Public in and for said State, personally appeared Perry Miller as Chairman of the Front Range Airport Authority, a political subdivision of the State of Colorado, known or identified to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



NOTARY PUBLIC

My Commission expires: 2/9/03





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Final Acceptance for the Public Improvements at the Pecos Place Townhome Subdivision generally located at Pecos Street and W 52 nd Place
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 at the Pecos Place Townhome Subdivision (PRC2016-00006, SIA2016-00011, SUB2016-00005) generally located at Pecos Street and W 52 nd Place

BACKGROUND:

The Pecos Place Townhome Subdivision is generally located at Pecos Street and W 52nd Place in unincorporated Adams County as indicated by the attached map (Exhibit A). The public improvements were granted Preliminary Acceptance on September 20, 2016. These public improvements have satisfactorily completed the guarantee period. Check numbers 1514 and 1512 have been placed as collateral in the amount of \$146,129.24 and will need to be released as part of this Final Acceptance.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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

ATTACHED DOCUMENTS:

Resolution
Resolution No. 2016-466
Resolution No. 2016-467
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:			

	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:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

RESOLUTION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSTRUCTED AT THE PECOS PLACE TOWNHOME SUBDIVISION (PRC2016-00006,
SIA2016-00011, SUB2016-00005)

WHEREAS, the required public street improvements have been constructed at the Pecos Place Townhome Subdivision (PRC2016-00006, SIA2016-00011, SUB2016-00005), 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 Pecos Place Townhome Subdivision; and,

WHEREAS, in accordance with the Adams County Development Standards and Regulations, and the approved subdivision improvements agreement as approved by resolution numbers 2016-466 and 2016-467, and the posted collateral as noted in check numbers 1514 and 1512 in the amount of \$146,129.00 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 Pecos Place Townhome Subdivision, be and hereby are accepted and approved in accordance with the provisions of the Adams County Development Standards and Regulations.

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 20th day of September, 2016 there were present:

Steve O'Dorisio	Commissioner
Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Erik Hansen	Commissioner
Jan Pawlowski	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING APPLICATION IN CASE #PRC2016-00006 PECOS PLACE

Resolution 2016-466

WHEREAS, this case involved a request for a major subdivision final plat to create 24 residential lots; a final development plan to create 12 duplex dwellings and 12 multi-family dwellings; and a Subdivision Improvements Agreement.

APPROXIMATE LOCATION: 1750 West 52nd Place

LEGAL DESCRIPTION: PARCEL ONE:

THE EAST 99 FEET OF BLOCK 17, ALL OF BLOCKS 18 AND 19 AND THAT PART OF BLOCK 20 LYING WEST OF THE WHITE CAP CANAL AND HARVEST STREET, HARVEST ACRES; AND ALL THAT PART OF BLOCK 20 LYING EAST OF WHITE CAP CANAL IN HARVEST ACRES AND THE WHITE CAP CANAL AS IT WAS CONSTRUCTED AND EXISTED OVER AND ACROSS AND ABUTTED UPON BLOCK 20 IN HARVEST ACRES, A SUBDIVISION OF THE SE 1/4 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST; AND ALL OF VACATED HARVEST STREET IN BLOCK 19 AND 20 HARVEST ACRES,

EXCEPTING THOSE PARCELS OF LAND DESCRIBED IN DEEDS RECORDED IN BOOK 814, PAGE 73, BOOK 1036, PAGE 464, BOOK 1322, PAGE 341 AND BOOK 2740, PAGE 614 AND FURTHER EXCEPTING THOSE PARCELS DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 20, HARVEST ACRES, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 20; THENCE WEST 110.0 FEET ALONG THE NORTH LINE SAID BLOCK 20 TO THE TRUE POINT OF BEGINNING; THENCE WEST 145.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF BLOCK 20, A DISTANCE OF 330.00 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF BLOCK 20, A DISTANCE OF 145.0 FEET; THENCE NORTH 330.0 FEET TO T-HE TRUE POINT OF BEGINNING.

AND

THAT PART OF BLOCK 19 AND BLOCK 20, HARVEST ACRES, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 20; THENCE WEST 255.0 FEET ALONG THE NORTH LINE SAID BLOCK 20 TO THE TRUE POINT OF BEGINNING ; THENCE WEST ALONG THE NORTH LINE OF BLOCK 20 AND THE NORTH LINE OF BLOCK 19, A DISTANCE OF 132.0 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF BLOCK 20, A DISTANCE OF 330.0 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF BLOCK 19 AND BLOCK 20, A DISTANCE OF 132.0 FEET; THENCE NORTH 330.0 FEET TO THE TRUE POINT OF BEGINNING.

AND

THAT PART OF BLOCK 18 AND BLOCK 19, HARVEST ACRES, A SUBDIVISION OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 20 SAID HARVEST ACRES; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 20 AND BLOCK 19 A DISTANCE OF 539.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF BLOCK 19 AND BLOCK 18 A DISTANCE OF 132.0 FEET; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 20 A DISTANCE OF 330.0 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF BLOCK 18 AND BLOCK 19 A DISTANCE OF 132.0 FEET; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 20 A DISTANCE OF 330.0 FEET TO THE TRUE POINT OF BEGINNING.

AND

THAT PART OF BLOCK 19, HARVEST ACRES, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF BLOCK 20, HARVEST ACRES; THENCE WEST ALONG THE NORTH LINE OF BLOCKS 19 AND 20 , A DISTANCE OF 387.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF BLOCK 19, A DISTANCE OF 152.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID BLOCK 20, A DISTANCE OF 330.0 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF BLOCK 19, A DISTANCE OF 152.0 FEET; THENCE NORTH 330.0 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

THAT PART OF BLOCK 18 AND BLOCK 19, HARVEST ACRES, A SUBDIVISION OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 20 SAID HARVEST ACRES; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 20 AND BLOCK 19 A DISTANCE OF 539.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF BLOCK 19 AND BLOCK 18 A DISTANCE OF 132.0 FEET; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 20 A DISTANCE OF 330.0 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF BLOCK 18 AND BLOCK 19 A DISTANCE OF 132.0 FEET; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 20 A DISTANCE OF 330.0 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

THAT PART OF BLOCK 19, HARVEST ACRES, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF BLOCK 20, HARVEST ACRES; THENCE WEST ALONG THE NORTH LINE OF BLOCKS 19 AND 20 , A DISTANCE OF 387.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF BLOCK 19, A DISTANCE OF 152.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID BLOCK 20, A DISTANCE OF 330.0 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF BLOCK 19, A DISTANCE OF 152.0 FEET; THENCE NORTH 330.0 FEET TO THE TRUE POINT OF BEGINNING.

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 13th day of September, 2016; and

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing, the application in this case is hereby APPROVED based upon the following findings-of-fact and subject to the fulfillment of the following conditions by the applicant:

FINDINGS-OF-FACT FOR APPROVAL:

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision, have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.
8. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
9. The FDP conforms to the PUD standards.
10. The FDP is consistent with any approved PDP for the property.
11. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of the Transportation Department, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

CONDITIONS PRECEDENT OF APPROVAL:

1. No building permits will be issued until all public improvements shown as part of the Subdivision Improvements Agreement have been completed, certified by the original design engineer, and inspected and accepted by the County.
2. The Construction Completion Date section of Exhibit B of the Subdivision Improvements Agreement for this case shall be amended to read as follows: "The public improvements shall be completed within 120 days after recording of Final Plat, with the exception of the landscape improvements. The landscape improvements may be installed prior to issuance of the certificate of occupancy for the first building. The sole exception is the model home located on Lots 1A and 1B, which shall be issued a building permit, but not a certificate of occupancy until said public improvements are approved."

CONDITION OF APPROVAL:

1. Prior to construction of any structure, the owner shall apply for a building permit and follow all requirements of the County's Department of Community and Economic Development.

NOTE OF APPROVAL:

1. All applicable building, fire, zoning, engineering, and health codes shall be adhered to with this request.

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 20th day of September, A.D. 2016.

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

Stan Martin:



By:



Deputy

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Government Center in Brighton, Colorado on the 20th day of September, 2016 there were present:

Steve O'Dorisio	Commissioner
Eva J. Henry	Commissioner
Charles "Chaz" Tedesco	Commissioner
Erik Hansen	Commissioner
Jan Pawlowski	Commissioner
Heidi Miller	County Attorney
Erica Hannah	Clerk to the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT (SIA)
BETWEEN J.F. BARTON CONTRACTING CO. AND ADAMS COUNTY FOR
SUBDIVISION IMPROVEMENTS

Resolution 2016-467

WHEREAS, the 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, J.F. Barton Contracting Co. is the owner of certain real property known as the Pecos Place Development, Case No. PRC2016-00006; and,

WHEREAS, the County and the Developer desire to enter into a Subdivision Improvement Agreement for the improvements at the Pecos Place parcels; and,

WHEREAS, the Adams County Community and Economic Development Department recommend approval of the attached Subdivision Improvement Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvement Agreement with J.F. Barton Contracting Co., 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 20th day of September, A.D. 2016.

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

Stan Martin:



By:



Deputy

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and J. F. Barton Contracting Co. hereinafter called "Developer."

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 \$146,129.00 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC 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 building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the County, except that building permits may be issued for two model homes on



lot 1A and 1B. However, no certificate of occupancy shall be issued until the improvements in Exhibit "B" have been completed and accepted.

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. Upon preliminary acceptance of improvements described in Exhibit "B", Adams County may begin accepting building permit applications for parcels. However, prior to preliminary acceptance of the improvements required by this Agreement, the County will issue building permits for the construction of not more than two (2) model homes, to be situated on Lots 1A and 1B of the Pecos Place Subdivision, Amendment No. 2, upon receipt of proper application for such building permits. Certificates of occupancy for these two model homes shall not be issued until the public improvements as described in Exhibit "B" have received preliminary acceptance by the County.
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 herein:

Tract B, Lot 1, Pecos Place Subdivision Amendment No. 1, but excluding Building F as depicted on the Plat recorded at 20060420000408620 on April 20, 2006, County of Adams, State of Colorado.

8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Public Row construction and Public ROW landscape costs.

See Exhibit "B" for description, estimated quantities and estimated construction costs.

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 the plat of Pecos Place Subdivision – Amendment No.2 the following Land for right-of-way or other public purposes:

A Parcel Of Land Located In The Northwest 1/4 Of Section 16, Township 3 South, Range 68 West Of The 6th P.M., Lot 1, Pecos Place Subdivision, Amendment No. 1, 1 Foot Buffer Strip And Lots 1, 2, 3, & 4 Of Block 2, Buschman Subdivision, Raritan Street, And Quivas Street, County Of Adams, State Of Colorado, Described As Follows:

Considering The North Right-Of-Way Line Of West 52nd Place To Bear North 89°48'36" West, As Shown On The Plat Of Pecos Place Subdivision, Amendment No. 1 Recorded March 27, 2006 As Reception No. 20060327000303850 In The Records Of The Clerk

And Recorder for Adams County, Colorado, And With All Bearings Contained Herein
Relative Thereto;

Beginning At The Southeast Corner Of Lot 4, Block 2, Buschman Subdivision; Thence
North 89°48'36" West, Coincident With The North Right-Of-Way Line Of West 52nd
Avenue, A Distance Of 497.47 Feet To The West Line Of That 1 Foot Buffer Strip As
Shown On The Plat Of Buschman Subdivision; Thence North 00°03'45" East, Coincident
With Said West Line, A Distance Of 10.00 Feet; Thence South 89°48'36" East, Parallel
With And 10.00 Feet Northerly From The North Right-Of-Way Line Of Said West 52nd
Place, A Distance Of 497.47 Feet To The East Line Of Said Lot 4, Block 2, Buschman
Subdivision; Thence South 00°05'34" West, Coincident With Said East Line, A Distance
Of 10.00 Feet To The True Point Of Beginning.

Said Parcel Contains 4975 Square Feet Or 0.114 Acres, More Or Less.

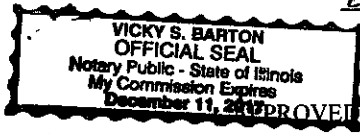
By: [Signature]
J.F. Barton Contracting Co., Developer

The foregoing instrument was acknowledged before me this 15th day of SEPTEMBER,
2016, by JAMES F. BARTON, PRESIDENT

My commission expires: 12/11/2017

Address: 40 S. CHERRY HILLS
EDWARDSVILLE, IL

[Signature]
Notary Public



PROVED BY resolution at the meeting of SEPTEMBER 20, 2016.

Collateral to guarantee compliance with this agreement and construction of public improvements
shall be required in the amount of _____. No building 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:

[Signature]

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chair

EXHIBIT A

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., LOT 1, PECOS PLACE SUBDIVISION, AMENDMENT NO. 1, 1 FOOT BUFFER STRIP AND LOTS 1, 2, 3, & 4 OF BLOCK 2, BUSCHMAN SUBDIVISION, RARITAN STREET, AND QUIVAS STREET, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH RIGHT-OF-WAY LINE OF WEST 52ND PLACE TO BEAR NORTH 89°48'36" WEST, AS SHOWN ON THE PLAT OF PECOS PLACE SUBDIVISION, AMENDMENT NO. 1 RECORDED MARCH 27, 2006 AS RECEPTION NO. 20060327000303850 IN THE RECORDS OF THE CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 2, BUSCHMAN SUBDIVISION; THENCE NORTH 89°48'36" WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 497.47 FEET TO THE WEST LINE OF THAT 1 FOOT BUFFER STRIP AS SHOWN ON THE PLAT OF BUSCHMAN SUBDIVISION; ; THENCE NORTH 00°03'45" EAST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 115.33 FEET; THENCE SOUTH 89° 48'36" EAST, A DISTANCE OF 131.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 06°16'41"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.19 FEET; THENCE NORTH 83°54'43" EAST, A DISTANCE OF 10.57 FEET; THENCE NORTH 00°11'24" EAST, A DISTANCE OF 93.39 FEET TO THE SOUTH LINE OF A 10 FOOT WIDE PUBLIC SERVICE EASEMENT AS DESCRIBED IN DEED RECORDED NOVEMBER 21, 2002 AS RECEPTION NO. C1056577; THENCE SOUTH 89°48'48" EAST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 198.95 FEET TO THE EAST LINE OF A PRIVATE ACCESS EASEMENT AS SHOWN ON THE PLAT OF PECOS PLACE SUBDIVISION RECORDED AUGUST 19, 2002 AS RECEPTION NO. C1012231; THENCE NORTH 00°4'39" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 80.00 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PUBLIC SERVICE EASEMENT; THENCE SOUTH 89°48'48" EAST, COINCIDENT WITH SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE 153.88 FEET TO THE NORTHWEST CORNER OF LOT 2, PECOS PLACE SUBDIVISION, AMENDMENT NO. 1, AS SHOWN ON THE PLAT RECORDED MARCH 27, 2006 AS RECEPTION NO. 20060327000303850; THENCE SOUTH 00°05'34" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 2 AND THE WEST LINE OF LOTS 5, 6, AND 7, BLOCK 2, BUSCHMAN SUBDIVISION, AS SHOWN ON THE PLAT RECORDED AUGUST 10, 1954 AS RECEPTION NO. 426755, A DISTANCE OF 290.02 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 103,109 SQUARE FEET OR 2.367 ACRES, MORE OR LESS.

PREPARED BY: CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
BRIGHTON, CO 80601



EXHIBIT B

Public Improvements: West 52nd Place and detention pond

Exhibit "B" includes the following attached documents

- i. Public Construction Cost Estimate.
- ii. Public Landscape Cost Estimate.
- iii. C3.0 – 52nd Place ROW
- iv. C5.0 – Storm Lines A&B
- v. C8.0 – Detention Pond

Construction Completion Date: The public improvements shall be completed within 120 days after recording of Final Plat, with the exception of the landscape improvements. The landscape improvements shall be installed prior to issuance of the certificate of occupancy for the first building.

Initials or signature of Developer: _____



EXHIBIT B				
Pecos Place Townhomes				
Public Landscape Cost Estimate				
#PRC2015-0013				
May 18,2016				
Description	Size	Quantity	Unit Cost	Total
Deciduous Trees	2" cal.	6	\$275.00	\$1,650.00
Ornamental Trees	1.5" cal.	2	\$250.00	\$500.00
Deciduous Shrubs	5 gal.	34	\$40.00	\$1,360.00
Rock Mulch Horizon 2"-4" sf. ft. w/land. Fabric	2"-4" DIA	2,250	\$0.90	\$2,025.00
Dog Tuff Plugs + soil Prep-sq.ft.	plugs	2,574	\$1.00	\$2,574.00
Native Seed	seed	7,000	\$0.50	\$3,500.00
Steel Edger - l.f.	roll top	200	\$1.50	\$300.00
List of Items				\$11,909.00
10% Contingency				\$1,190.90
Total Estimated Cost				\$13,099.90
20% Administration Fee				\$2,619.98
Subtotal				\$15,719.88
5% Inflation				\$785.99
Landscape Total				\$16,505.87

EXHIBIT B					
Pecos Place Townhomes					
Public Construction Cost Estimate					
#PRC2015-00013					
#	Item Description	Units	Quantity	Unit Price	Item Cost
ROAD IMPROVEMENT					
1	6" Vertical Curb and Gutter	LF	520	\$21.96	\$11,419.20
2	Earthwork/Grading/Shaping	CY	310	\$3.78	\$1,171.80
3	Concrete Sidewalk	SY	289	\$48.18	\$13,924.02
4	Asphalt	TON	222	\$83.49	\$18,534.78
5	Rotomill	SY	562	\$12.89	\$7,244.18
6	Cross pans	SY	74	\$39.30	\$2,908.20
7	HC Ramps	EA	35	\$133.11	\$4,658.85
8	Signage	EA	2	\$282.00	\$564.00
	SUBTOTAL				\$60,425.03
TRAIL IMPROVEMENTS					
1	Concrete Trail	SY	197	\$48.18	\$9,491.46
	SUBTOTAL				\$9,491.46
DETENTION POND					
1	Earthwork	CY	1,037	\$3.78	\$3,919.86
2	Fine Grading and Shaping	CY	78	\$3.78	\$294.84
3	Trickle Channel	LF	23	\$47.65	\$1,095.95
4	Rip Rap	Cy	20	\$125.13	\$2,502.60
5	Outlet Structure	EA	1	\$8,000.00	\$8,000.00
	SUBTOTAL				\$15,813.25
				Cost of Items	\$85,729.74
				20% Contingencies:	\$17,145.95
				Subtotal Cost:	\$102,875.69
				20% Administration Fee	\$20,575.14
				Subtotal Cost:	\$123,450.83
				5% Inflation:	\$6,172.54
				Total Cost:	\$129,623.37

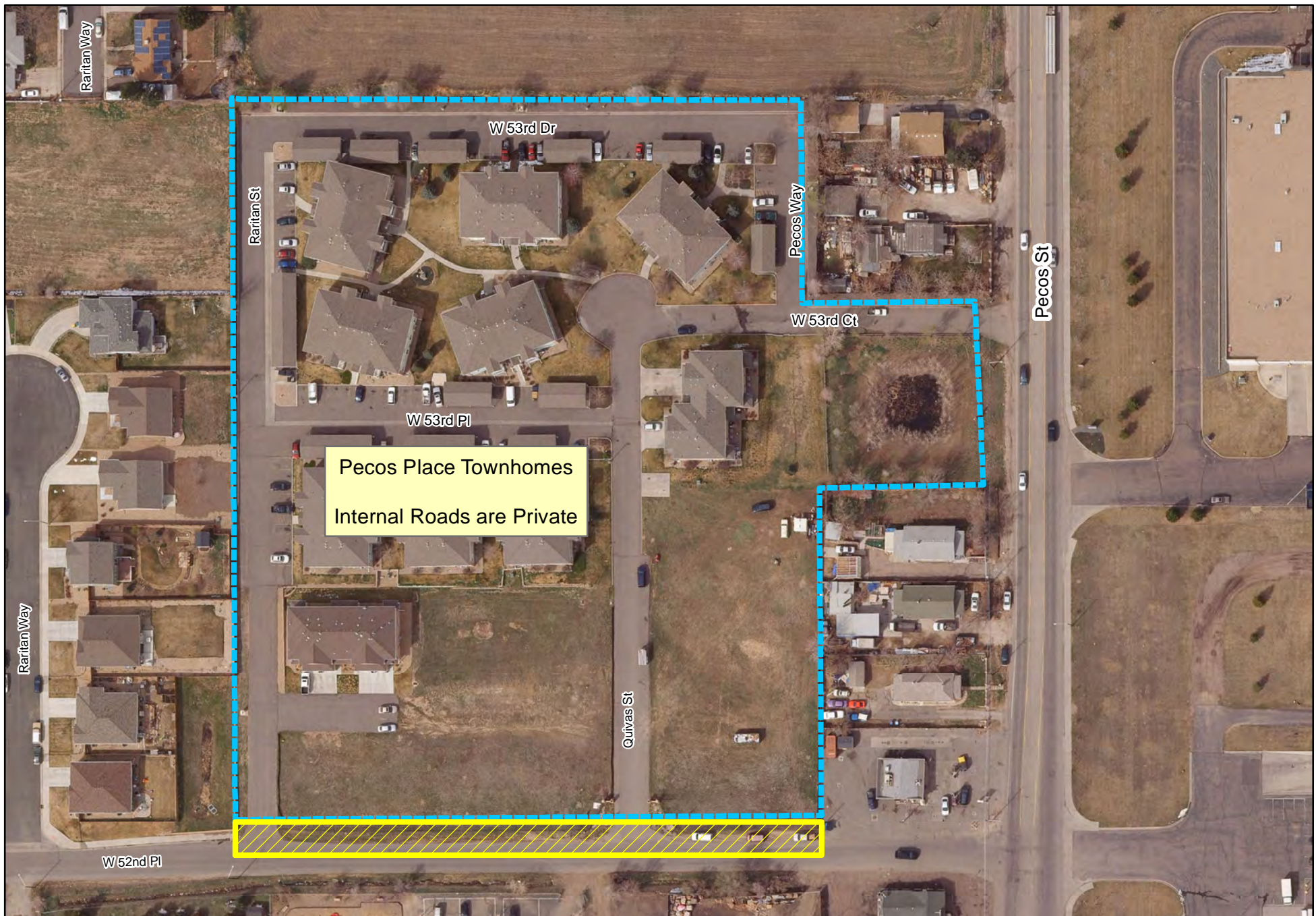


Exhibit A: Pecos Place Townhomes



For display purposes only.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 6/26/18
SUBJECT: Resolution Designating the Adams County Sheriff as a Principal Executive Officer for Emergency Management in Adams County
FROM: Sheriff Michael McIntosh
AGENCY/DEPARTMENT: Adams County Sheriff's Office
HEARD AT STUDY SESSION ON 6/19/18
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves Resolution

BACKGROUND:

This Resolution will designate the Sheriff as a Principal Executive Officer for Emergency Management. The purpose behind this is to expedite some of the administrative issues involving authorities and oversight of the emergency management program.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County
Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION DESIGNATING THE ADAMS COUNTY SHERIFF AS THE
PRINCIPAL EXECUTIVE OFFICER FOR EMERGENCY MANAGEMENT IN ADAMS
COUNTY**

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-707, requires the Mayor, Chairman of the Board of County Commissioners, or other principal Executive Officer of each county in the state or any city designated by the Governor to have an emergency management agency to (1) notify the Colorado Division of Homeland Security and Emergency Management (DHSEM) of the manner in which the political subdivision is providing or securing disaster planning and emergency services, (2) prepare and maintain a current disaster emergency plan, (3) identify the person who heads the agency from which services are obtained, and (4) furnish additional information relating to programs as requested by DHSEM; and,

WHEREAS, the Adams County Office of Emergency Management is within the organizational structure of the Adams County Sheriff's Office; and,

WHEREAS, the Adams County Sheriff has appointed an Emergency Manager to head the agency from which County emergency services are obtained; and,

WHEREAS, the Emergency Manager reports directly to the Sheriff's Office for all matters pertaining to disaster planning and emergency services; and,

WHEREAS, in order to facilitate emergency management operations in Adams County, it is appropriate for the Adams County Sheriff to serve as the Principal Executive Officer for emergency management in the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Sheriff be designated as the Principal Executive Officer for Emergency Management.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 6/26/2018
SUBJECT: Resolution Approving Amendments to the Adams County Code of Ethics
FROM: Heidi Miller, Suzanne Dugan, and Michelle Michel
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON – 5/19/2018
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the attached policy.

BACKGROUND:

The County's Independent Ethics Officer, Suzanne Dugan, has implemented changes to the Adams County Code of Ethics, based on the statutory increase to the gift limit and based on feedback from the County Attorney's Office and County Officials.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office.

ATTACHED DOCUMENTS:

Resolution
Adams County Code of Ethics

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:			

	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:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY
CODE OF ETHICS**

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Code of Ethics (“Code of Ethics”) which was enacted to further Adams County Government’s commitment to operate in accordance with its mission, governing principles and values; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Code of Ethics at any time at its discretion; and,

WHEREAS, the Board of County Commissioners has reviewed the Code of Ethics in consultation with the County’s Independent Ethics Officer and has determined that updates to the Code are appropriate; and,

WHEREAS, necessary clarifications and/or changes have been made to the Code of Ethics.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Code of Ethics, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the effective date of these amendments to the Adams County Code of Ethics is June 26, 2018.

FREQUENTLY ASKED QUESTIONS – ADAMS COUNTY CODE OF ETHICS

These Frequently Asked Questions accompany the Adams County, Colorado Code of Ethics “Code”. The FAQs are intended to provide answers to common questions, give examples of situations which would or would not violate the Code (such as examples of permissible gifts and impermissible gifts), provide a plain English explanation of certain Code provisions; and address pertinent sections of State law. FAQs may be updated as new questions arise.

Who is covered by the Code?

Officials who have adopted the Code and employees and appointees of those officials are covered by the Code.

Does the Code apply to municipalities within the County?

No. Cities, towns, and school districts are separate entities and must adopt their own code of ethics.

Is the Code the only regulation, restraint or guidance on the behavior and ethics of officials and employees of Adams County?

No, regulation of the behavior of officials and employees of Adams County comes from a variety of sources, not just the Code. These sources include the Colorado Constitution and the Colorado Revised Statutes. Other sources include the Colorado Independent Ethics Commission’s interpretations of the law, and the Adams County Rules of Engagement which apply to the Board of County Commissioners.

What provisions in the Colorado Constitution pertain to ethics matters? What types of ethic matters are covered?

The Colorado Constitution states that local government officials and employees must carry out their duties for the benefit of the people of the state and avoid conduct in violation of the public trust. It states that any effort to realize personal financial gain through public office (other than by one’s compensation) is a violation of that trust.

The Constitution includes a gift ban, which is mirrored by the provisions of the Code. The constitutional gift ban also includes a blanket prohibition on accepting gifts from professional lobbyists.

The Colorado Constitution also authorized the creation of the Independent Ethics Commission which interprets the Constitution and provides ethical guidance.

What provisions in the Colorado Revised Statutes pertain to ethics matters? What types of ethics matters are covered?

The Colorado Revised Statutes (“CRS”) emphasize the importance of holding public office or working for the government, and note that it comes with a heightened

level of responsibility and accountability: “The holding of public office or employment is a public trust...A local government official or employee shall carry out his duties for the benefit of the people of the state.” [CRS 24-18-103].

Consequences: The CRS describe circumstances which automatically create a conflict of interest between one’s public duty and one’s private interest—and also describes circumstances which may, depending on the context, create a conflict. The CRS also list the consequences when a public employee breaches his or her fiduciary duty, including potential civil or criminal penalties. [CRS 24-18-101, 103, 206]

Additional Matters: The CRS also cover the disclosure of confidential information; post-employment restrictions; using one’s position to further one’s private interest; restrictions on personal interest in the sale or purchase of goods and services within one’s public capacity; and other conflict of interest scenarios. [CRS 24-18-104, 105, 108.5, 109, 201, 202]

What are the Rules of Engagement?

The Rules of Engagement guide the Board of Adams County Commissioners’ interactions and communications with individuals and categories of people with whom they direct, interact with, and serve. The Rules are also intended to ensure that the policies and directives of the Board of County Commissioners are carried out in a timely, accurate, and efficient manner.

What is the role of the Colorado Independent Ethics Commission (“IEC”)?

The purpose of the IEC is to give advice and guidance on ethics issues arising under Article XXIX of the Colorado Constitution and any other standards of conduct or reporting requirements as provided by law, and to hear complaints, issue findings and assess penalties and sanctions where appropriate.

For example, the IEC determines whether acceptance of a gift is permissible. Gifts include, but are not limited to, travel, entertainment, favors or services and rewards. Please see below for a further discussion of the rules related to gifts.

What does the IEC do?

The IEC accepts complaints from anyone and issues ethics guidance in a variety of formats such as through advisory opinions, letter rulings, position statement and formal complaint.

Does the IEC have jurisdiction over Adams County officials and employees?

Yes.

What is the rule prohibiting a conflict of interest?

The Code provides that no official or employee should have any direct or indirect interest, financial or otherwise, engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest.

Members of the Board of County Commissioners, bound by the Rules of Engagement, are under further obligations of loyalty: “Members of the Board of County Commissioners must represent unconflicted loyalty and accountability to the interests of the citizens of Adams County. This accountability supersedes any competing interests, including loyalty to political parties, other elected officials, members of appointed boards, as well as when any Commissioner is acting as an individual consumer of the County government’s services.” Rules of Engagement, p. 3.

What is a conflict of interest?

The IEC has stated that public employees and officials should conduct themselves for the benefit of the local government in which they work, and should avoid making decisions which benefit themselves or members of their family, either personally or financially. IEC Ethics Handbook [2013-2015].

The IEC has also noted that a conflict of interest also can exist when an employee can take or influence official actions that may appear to personally benefit the employee, family member, business associate or potential employer even if there is no technical violation of the law. Such situations are usually described as having an ‘appearance of impropriety.’ IEC Ethics Handbook [2011].

What are some examples of conflicts of interest?

- If a county commissioner owns land adjacent to a proposed park, he or she should disclose this conflict and not vote on the purchase or development of the park, because it could affect the value of his or her land. IEC Ethics Handbook [2013-2015].
- If a sibling of a city council member is bidding on a public works project, that member should not vote on the contract or the bid, because he or she has a personal interest in the outcome. IEC Ethics Handbook [2013-2015].
- An employee of a state agency is responsible for approving purchasing decisions for the agency. One of the bidders on an open/competitive RFP offers to pay for a trip for the specific employee to attend a strategy meeting that will benefit the bidder’s staff. The trip is to the bidder’s out-of-town headquarters. The trip is not necessary for the employee to make a decision regarding the RFP. It could be considered inappropriate for the employee to accept the expense-paid trip since it is within the employee’s area of authority to approve the successful bidder on the contract. IEC Ethics Handbook [2011].

What does it mean to misappropriate county resources?

You cannot take or give to yourself or others the property, services, or other resources of the County for private purpose or personal gain.

What would be considered favoritism?

You should guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion. For example, a friendship outside of work with a County vendor with whom you interact could be seen to give rise to favoritism.

What is improper influence?

You should not act in a manner that creates an impression that any person can improperly influence you or unduly enjoy your favor in the performance of your official duties, or that you are affected in the performance of your employment duties by the kinship, rank, position or influence of any party or person.

What are “privileges or exemptions”?

No official or employee should use or attempt to use his or her official position to secure privileges or exemptions for himself, herself or others. In other words, you cannot use your position in any way to get or give a special benefit to yourself or others.

The IEC has noted that public employees at all levels are responsible for decisions that affect people and businesses -- for example, enforcement actions, the purchasing of materials or equipment, application processing, benefit qualification decisions, and licensing decisions all affect people in important ways – and using the authority of a government position to personally obtain something of value for free or below its actual value can be considered a breach of public trust.

You may not, for your own private purposes, directly or indirectly obtain goods or services for anything less than fair market value from any contractor or vendor that performs work for Adams County.

May an Adams County official or employee contract with the County?

No, you may not, in either your official or private capacity, offer for sale or sell goods or services to the County.

A waiver may be granted by the Independent Ethics Officer where the circumstances clearly demonstrate that there is no conflict of interest or appearance of a conflict presented by the proposed sale of goods or services to the County.

In my Adams County position, may I interact with a relative, business associate, or business entity in which I have a financial interest?

No, you should not engage in any transaction as a representative or agent of Adams County with any relative, business associate, or business entity in which you have a direct or indirect financial interest.

Are there any restrictions on my own investments or business ventures outside of my employment with Adams County?

Yes. With regard to your personal investments and business ventures, the Code provides that you should not acquire or hold an interest in any business or undertaking which you believe may be directly involved in decisions to be made by you creating a conflict between your duty in the public interest and your private interest.

Moreover, Colorado Revised Statutes § 24-18-201 provides that local government officials or employees may not have an interest in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees.

When should I recuse myself or abstain from making a decision in my job with the County?

When it would be a violation of the Code to undertake an official act or to exercise one's discretion over a matter, then you must recuse yourself from the matter or abstain from taking action. This means that you do not participate in any way in the matter, including making any decision or taking any official action, but also that you do not deliberate, consider, or communicate, formally or informally, on the matter. For example, you must recuse yourself and not work in any way on an Adams County matter when you know that the action could give you or a relative a direct or indirect benefit not available to others.

You are prohibited from taking any direct or official action and should recuse yourself and abstain from any matter in which you or a relative or business associate has any substantial employment, contractual, or financial interest.

You are prohibited also from performing an official act directly and substantially affecting a business or other undertaking to its economic detriment when you have a substantial financial interest in a competing firm or undertaking

Are there restrictions on what gifts I may receive as an official or employee of Adams County?

Yes.

What are the rules regarding gifts?

You may not directly or indirectly solicit, accept or receive any gift or other thing of greater than \$59¹ from a particular donor in any calendar year, in accordance with the Colorado Constitution.

You may not directly or indirectly receive any gift, regardless of the value, where such gift is given with the intent, or with the appearance of, influencing your official actions or duties for Adams County.

No department, office or agency may accept any gift from any vendor, applicant for a license, applicant for a land use approval, or any other person having pending or regular business being handled by that department, office, or agency. A department, office or agency may accept a gift from a person or entity with no pending or regular business before it only if it is valued at less than \$59 and is placed in a common area to be shared by all employees of the department, office or agency.

What is considered a gift?

A gift is anything of monetary value that is given to you by someone else without you giving them something in payment of equal or greater value.

What do gifts include?

Gifts can include, but are not limited to:

- Money
- Loans and forgiveness of debts
- Rewards
- Favors and Services
- Entertainment
- Promises of Future Employment (in some circumstances)
- Special Discounts (in some circumstances)
- Travel (in some circumstances)
- Honoraria (in some circumstances)

¹ This amount will modestly increase over time.

What is not included in gifts?

- Rebates or discounts made in the ordinary course of business to a member of the public without regard to that person's status as a County employee
- Unsolicited tokens of appreciation or an award such as a plaque, memento or trophy
- Informational materials related to the recipients performance of official duties, such as a book, pamphlet or periodical
- Unsolicited items of nominal or trivial value, such as a pen, note pad or calendar
- Gifts from friends or relatives
- A bonus or an incentive given in the course of the employee's employment
- Campaign contributions
- Travel to conventions or meetings under certain circumstances
- Admission to and the cost of food and beverages at a reception, meal or meeting when the individual is a speaker or presenter

What about acceptance of winnings in raffles, lotteries or silent auctions?

Acceptance of winnings in raffles, lotteries or silent auctions is permissible provided that these contests are not rigged in favor of the public employee or official based upon his or her governmental status.

When are discounts permissible?

Discounts are permissible if they are available to all County employees and there is no indication that the companies involved intend to influence any employee in the performance of his or her public duties. Where a discount is made available broadly to all State employees and the offeror's purpose is merely to solicit a large group of potential customers, there is no realistic possibility that the offeror is seeking to influence any governmental decision or to reward any employee for any official action.

More narrowly tailored discounts – for example, a discount made available only to employees in the purchasing department --can create the impression that the offeror is hoping that favored employees will reciprocate in some way. These "special discounts" which are specifically targeted at a particular government employee or officials, or a small group of government employees or officials, are impermissible.

Are there exceptions to the rule on gifts?

Exceptions recognized by Colorado law are recognized by the County.

Are there situations where gifts are strictly prohibited?

If a gift is given to you under circumstances which would make an ordinary person believe the gift is likely to influence your official actions or duties for Adams County, it is strictly prohibited.

You may not accept any gift of any kind from a person who is registered as a "professional lobbyist" with the Secretary of State, unless the lobbyist is part of your immediate family.

What happens if I accept a gift that violates the gift policy?

You may be subject to disciplinary action, up to and including termination, and subject to possible civil or criminal penalties. You will be required to return the gift or, if it can't be returned, pay the donor for the full monetary value of the gift.

What if the gift is given to a family member?

A gift to an individual's spouse or child, when the gift is really meant as a gift for the public employee, is also prohibited. If a County vendor gives free tickets to a sporting event to an employee's spouse, that is a potential violation. On the other hand, a scholarship that is awarded to an employee's child, using objective criteria, and is available to all those who meet the criteria is not an impermissible gift.

What if my department is given an edible arrangements gift basket?

The department may accept a gift basket only from a person or entity with no pending or regular business before it and only if it is valued at less than \$59 and is placed in a common area to be shared by all employees of the department.

Is it acceptable to receive a plaque honoring me for work that I have done as a County employee?

Yes. Tokens of award are exempt.

What about gifts given in appreciation or as a thank-you for government work efforts?

Employees may not accept a gift of substantial value which a reasonable person would know under the circumstances was primarily for the purpose of a reward for official action taken.

The Independent Ethics Commission considered whether driver's license examiners in the Division of Motor Vehicle could accept items from Donor Alliance, a non-profit organ procurement organization, and concluded that they may not. Donor Alliance wished to give the gifts in appreciation for efforts to help procure monetary donations from persons applying for driver's licenses and/or designating on licenses those who would like to donate organs or tissue. The gifts would be given to employees

either individually or to entire offices, and included t-shirts, polo shirts, lunches, gift baskets and tickets to Elitch Gardens and Water Park.

The Commission noted that there was a substantial risk that the \$59 gift limit would be exceeded in most cases. The Commission also held that even if the gift amount fell below the gift ban threshold of \$59, a government employee cannot ethically accept a gift for official action.

When is a gift of travel permissible?

Many of the opinions of the Colorado Independent Ethics Commission concern travel. The focus is on who is the primary beneficiary of a proposed gift of travel. If the primary beneficiary is the public employee or official as an individual, then the travel will be impermissible. If the primary beneficiary of the travel is not the individual and the travel is for education and training, or to participate in a joint governmental project, then the travel is more likely permissible.

Factors to be considered in determining who is the primary beneficiary include: whether a specific public employee or official was invited, whether the invitation was made *ex officio*, whether the travel relates to the individual's public responsibilities, and whether there is a potential conflict of interest. Given the difficulty in applying these factors, it is always a good idea to get an opinion regarding whether acceptance of travel is permissible.

Are there restrictions on my ability to donate financial or other support to political parties or candidates for office?

You can donate in your private capacity; however, you cannot directly or indirectly compel your subordinates to donate to a particular campaign. In addition, your ability to give financial or other support to political parties or candidates may be restricted by your employment contract or the Rules of Engagement (if applicable).

May elected officials and candidates engage in political campaigning at County meetings or public hearings?

No, elected officials and candidates may not engage in political campaigning at County meetings or public hearings.

Can I call people or email them from work regarding a political campaign?

No. No official, candidate or employee shall use public resources for political campaigning. You may not use public resources for political campaigning, including but not limited to engaging in telephone solicitations or campaigning during County business hours.

What are the restrictions with regard to any confidential information that I might receive in the course of my employment with Adams County?

You may only use confidential information in the conduct of your official County duties. You may not use any confidential information received during your employment with the County for any private purpose, including commercial purposes, financial gain, or present or future employment.

What are the potential consequences of violating the Code?

If you violate the Code or assist another person in violating the Code, you could be subject to disciplinary action, up to and including, termination of employment.

A County official or employee who violates the Colorado Constitution or Colorado statutes may be fined or prosecuted, in any manner provided by law.

If I believe that someone violated the Adams County Code of Ethics, what should I do?

You should contact Adams County Human Resources, the County Manager's Office, or the Adams County Transparency Hotline. The Hotline provides individuals a way to report suspected fraud, waste and abuse of county assets, as well as questionable ethical practices occurring within Adams County Government.

How do I make a report using the hotline?

Individuals wishing to report suspected fraud, waste and abuse of county assets, as well as questionable ethical practices, may do so at:

Phone: 1.800.461.9330;

Web based reporting: <http://www.adcogov.org/transparency-hotline-0>

Will the complaints to the Adams County Transparency Hotline be treated as confidential?

All reports will be treated as highly confidential, with select individuals informed on a need to know basis. Identities of reporting parties will not be disclosed to anyone unless the reporting party expressly grants permission to do so, or when required by federal or state law. Ethics matters will be reported to the Independent Ethics Officer.

Am I protected from retaliation if I report a matter to the hotline?

No employee who, in good faith, uses the transparency hotline to report an issue shall suffer termination of employment, reduced compensation, reduced hours, or any other form of retaliation or retribution, as a result of their reporting of an incident. The use of the transparency hotline does not, however, protect an employee from negative or

adverse employment actions resulting from performance deficiencies, violations of policies, or layoffs within the employee's office or department.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Resolution Regarding Defense and Indemnification of Michael McIntosh and Joseph McMullen as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i> , 18CV30561
FROM: Heidi Miller, County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
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 Adopt the Resolution Regarding Defense and Indemnification of Michael McIntosh and Joseph McMullen as Defendants Pursuant to C.R.S. § 24-10-101, <i>et seq.</i>

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named as defendants in civil lawsuits.

The County Attorney's Office has reviewed the facts of the above noted lawsuit and has determined that the employees/elected officials named in the lawsuit were acting within the course and scope of their employment at all relevant times.

The County Attorney's Office is recommending that the following employees/elected officials be indemnified for any potential damages that might arise out of this litigation: Michael McIntosh and Joseph McMullen.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	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:			

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

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

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF
MICHAEL MCINTOSH AND JOSEPH MCMULLEN AS DEFENDANTS PURSUANT
TO C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, Michael McIntosh and Joseph McMullen have been sued in the matter of *Amanda Long v. Joseph McMullen, Adams County Sheriff's Deputy and Michael McIntosh, Adams County Sheriff* in the Adams County District Court, Case Number 18CV30561; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for Michael McIntosh and Joseph McMullen against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and

punitive damage claims against said Defendants in the matter of *Amanda Long v. Joseph McMullen, Adams County Sheriff's Deputy and Michael McIntosh, Adams County Sheriff*.

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF)
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution for County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF).

BACKGROUND:

This is a request for the approval of the County Incentive Contract Amendments with Department of Health Care Policy and Financing (HCPF) (this is the same request for the previous 4 years that HCPF requires to be approved & signed by the BOCC in order to receive the incentive funds). The Incentive Contract provides counties with an opportunity to earn financial incentives by meeting certain benchmarks. Participation is optional and there is no risk to counties that subsequently do not meet any of the benchmarks. Those counties simply will not receive an incentive payment for the unmet benchmarks.

The actual amount of funding available to each county depends on the number of counties choosing to participate and those counties earning the incentives. At no time will a county's total incentive payment exceed that same county's total Medicaid share.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Department of Health Care Policy and Financing (HCPF)

ATTACHED DOCUMENTS:

Resolution

Contract Amendment for FY 2018-2019 County Incentives Program

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

There is no direct fiscal impact as a result of executing the contract. No additional spending authority is requested and no additional FTE are needed. This is a revenue enhancement opportunity.

The contract terms are expressly contingent upon ACHSD achieving established performance measures. Should the ACHSD meet these metrics, the Department of Health Care Policy and

Financing (HCPF) will reimburse our county's Medicaid program expenditures with additional federal funding at a higher rate of cost sharing. This becomes a potential revenue enhancement for Fund 15, touching any cost centers that include federal Medicaid funding. There is no "downside" to the contract because if ACHSD does not meet the identified performance measures, the standard federal/state/county cost sharing (as budgeted) continues to apply to the county's program expenditures.

The maximum revenue gain for the current fiscal year is: \$388,006.27. This equates to complete reimbursement of Adams County's share of Medicaid program administration costs if the entire Medicaid allocation was spent.

RESOLUTION APPROVING THE COUNTY INCENTIVE CONTRACT AMENDMENT
NO. 4 BETWEEN ADAMS COUNTY AND THE COLORADO DEPARTMENT OF HEALTH
CARE POLICY AND FINANCING (HCPF)

WHEREAS, the Adams County Human Services Department Community Support Services Division wishes to participate in the County Medicaid Incentive Program offered by the State of Colorado through the Colorado Department of Health Care Policy and Financing; and,

WHEREAS, pursuant to the contract amendment, the State of Colorado through the Department of Health Care Policy and Financing will provide incentives for meeting specific Medicaid benchmarks, including: Eligibility Timeliness & Backlog, Case Maintenance, Long-Term Services and Supports (LTSS), Training, Child Welfare, and Improved Member Correspondence from July 1, 2018 through June 30, 2019; and,

WHEREAS, the maximum amount payable under this contract amendment in State Fiscal Year 2018-19 is not to exceed three hundred eighty eight thousand six dollars and twenty seven cents (\$388,006.27); and,

WHEREAS, the State of Colorado, may extend the term of the contract amendment for a period not to exceed five years.

NOW, THEREFORE, BE IT RESOLVED by the Adams County Board of Commissioners, County of Adams, State of Colorado, that the Contract Amendment No. 4 for the County Medicaid Incentive Program between Adams County and the State of Colorado through the Colorado Department of Health Care Policy and Financing be approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute approval of said Contract Amendments with the Colorado Department of Health Care Policy and Financing.

AGREEMENT AMENDMENT NO. 4

Original Agreement Routing Number 2015CMIP001

1. PARTIES

This Amendment to the above-referenced Original Agreement (hereinafter called the “Agreement”) is entered into by and between the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State”), and Adams County (hereinafter called “Contractor”).

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The Department shall not be liable to pay or reimburse for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Agreement to create performance-related benchmarks for county departments of human/social services that achieve certain Performance Incentive Standards related to determining and redetermining Medicaid eligibility, those populations currently enrolled in Medicaid and cooperation with other Medicaid-related entities. The purpose of this Amendment is to add exhibits and update the Performance Incentives Standards.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. Section 4, Definitions, Subsection B is hereby deleted in its entirety and replaced with the following:
- B. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

Exhibit A-4, Statement of Work
Exhibit B, Rates
Exhibit C, Small, Medium, Large County List

- B.** Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of the Effective Date or January 1, 2015. This Contract shall expire June 30, 2019, unless sooner terminated or further extended as specified elsewhere herein.

- C.** Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to the Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B**. The maximum amount payable by the Department to the Contractor is:

State Fiscal Year 2014-15	\$528,490.71
State Fiscal Year 2015-16	\$524,580.32
State Fiscal Year 2016-17	\$526,398.25
State Fiscal Year 2017-18	\$527,541.93
State Fiscal Year 2018-19	\$517,341.73
Total for All State Fiscal Years	\$2,624,352.94

- D.** Exhibit A-3, Statement of Work, is hereby deleted in its entirety and replaced with Exhibit A-4, Statement of Work, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit A, Exhibit A-1, Exhibit A-2 or Exhibit A-3 shall be deemed to reference to Exhibit A-4.

- E.** Exhibit B, Rates, Section 1.4., SFY 2018-19 Incentives Payment Table, is hereby added as follows:

1.4. SFY 2018-19 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Timeliness and Backlog Performance Incentive Payment	30%	\$116,401.88
Case Maintenance Performance Incentive Payment	15%	\$58,200.94
Long Term Services and Supports (LTSS) Performance Incentive Payment	15%	\$58,200.94

Training Performance Incentive	15%	\$58,200.94
Child Welfare Performance Incentive Payment	15%	\$58,200.94
Improved Member Correspondence Performance Incentive Payment	10%	\$38,800.63
Total Maximum Available for all Incentive Payments		\$388,006.27

F. Exhibit B, Rates, Section 2.4., SFY 2018-19 Pool Maximum County Share Table, is hereby added as follows:

2.4. SFY 2018-19 Pool Maximum County Share Table

Pool Name	Pool Maximum Distribution Amount
Total Maximum Available for all Pool Distributions	\$129,335.45

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

Adams County

Department of Health Care Policy and
Financing

By: _____

By: _____

Kim Bimestefer
Executive Director

Date: _____

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Department of Health Care Policy and Financing

Date: _____

EXHIBIT A-4, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Accountable Care Collaborative (ACC) – the Department’s program for care coordination and cost containment for Medicaid members in Colorado’s 64 counties.
 - 1.1.2. Applicant – An individual for whom the Contractor is performing a Determination.
 - 1.1.3. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.11.
 - 1.1.4. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.12.
 - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.7. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.8. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.9. Determination – The act of determining if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application.
 - 1.1.10. Disenrollment – The act of processing a change in circumstance that affect’s a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
 - 1.1.11. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program.
 - 1.1.12. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
 - 1.1.13. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
 - 1.1.14. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
 - 1.1.15. Memo Series – The Department’s policy, operational, and informational communications that are utilized to provide contract clarifications, provide data and

operational guidance, and share information pertaining to the County Incentives Program.

- 1.1.16. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.17. Regional Accountable Entity (RAE) – contracted entities of the Department that are responsible for carrying out the goals of the Accountable Care Collaborative by providing physical and behavioral care coordination and wrap-around supports for members.
- 1.1.18. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.
 - 1.1.18.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.18.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.19. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.20. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.21. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for the Reporting Period in question.
- 1.1.22. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.23. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.24. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.25. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.26. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et. seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance

- 3.1.1. To determine whether the Contractor met any or all the Incentives Performance Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards.
- 3.1.2. To determine whether the Contractor met any or all the Incentives Performance Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Incentives Performance Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Incentives Performance Standard.
- 3.1.5. The Contractor should utilize the information provided for each Performance Incentive Standard and information issued through the Memo Series in the County Incentives Program Guide, to assist with pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
 - 3.2.1. To fulfill the requirements in Exhibit A-4 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
 - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts, or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
 - 3.2.3. In the event that additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Timeliness and Backlog Performance Incentive Standard
 - 4.2.1. The Contractor may earn an Eligibility Timeliness and Backlog Performance Incentive Payment for each Reporting Period in which the Contractor meets timeliness and backlog requirements as found in section 4.2.
 - 4.2.1.1. Timeliness of Determinations and Redeterminations
 - 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
 - 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the

Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations

4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.

4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the first working day after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.

4.2.1.2. Backlogged Determinations and Redeterminations

4.2.1.2.1. The Contractor’s Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:

4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤280
	Medium	≤28
	Small	≤10

4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.

4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Determinations for each month of each Reporting Period.

4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the first working day of each month.

- 4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the first working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to a whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.3. Small County Exemption
- 4.2.1.3.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.
- 4.2.1.3.2. There is no Small County Exemption for backlogged Determinations and Redeterminations.
- 4.2.2. Exemptions for Unusual Circumstances
- 4.2.2.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmark as described in section 4.2.1.1 or failure to meet backlog benchmark as described in section 4.2.1.2.
- 4.2.2.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.2.3. BENCHMARK: 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages over each Reporting Period below limit based on county size as described in section 4.2.1.2.
- 4.3. Child Welfare Performance Incentive Standard
- 4.3.1. The Contractor may earn a Child Welfare Performance Incentive Payment for each Reporting Period in which it hosted or attended quarterly collaboration meetings with

all required partners and submits the required documentation as listed in sections 4.3.1.1, 4.3.1.2 and 4.3.1.3.

4.3.1.1. Quarterly Meetings and Data Collection

4.3.1.1.1. The Contractor will host or convene collaboration meetings at least once each calendar quarter with the required partners listed in section 4.3.1.2. and ensure documentation requirements are met per section 4.3.1.3.

4.3.1.1.2. The Contractor may host any or all meetings in collaboration with other counties, but if it does combine any meeting with another county or other counties, the Contractor shall provide at least one (1) representative from child welfare staff and one (1) representative from eligibility staff to attend that meeting.

4.3.1.1.3. The Contractor may use existing collaboration meetings or combine other meetings to meet the quarterly collaboration meeting requirement so long as all required partners listed in section 4.3.1.2 are invited and present, except for the RAE, DYS or CMP representatives per section 4.3.1.2.2.

4.3.1.2. Required and Optional Partners for the Child Welfare Performance Incentive Standard

4.3.1.2.1. Required partners for the Child Welfare Performance Incentive Payment include a representative from the Regional Accountable Entity (RAE), a representative from the Contractor's child welfare staff, a representative from the Division of Youth Services (DYS), a representative from the Collaborative Management Program (CMP), and a representative from the Contractor's eligibility staff.

4.3.1.2.2. All required partners shall be invited to participate in the quarterly collaboration meetings. If a representative from the DYS, CMP, or RAE is not able to attend, the Contractor shall provide documentation from the required partner that the representative was not able to attend.

4.3.1.2.3. If the Contractor does not have a DYS facility or representative in their county and/or region, the Contractor can invite a local correctional representative in place of the DYS representative.

4.3.1.2.4. The Contractor may, at its discretion, invite additional partners such as Healthy Communities, Family Resource Centers, Dependency & Neglect System Reform (DANCR) and Multisystemic Therapy (MST).

4.3.1.3. Documentation Requirements for the Child Welfare Performance Incentive Standard

4.3.1.3.1. The Contractor shall develop the meeting agenda for each meeting it hosts.

4.3.1.3.1.1. If the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

4.3.1.3.2. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. The list of attendees shall clearly identify which agency the attendee is representing.

- 4.3.1.3.2.1. If the Contractor hosts a meeting in collaboration with another county or other counties, the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.
- 4.3.2. DELIVERABLE: Agenda, Meeting Minutes, Attendee List, and Child Welfare Incentive Template for quarterly collaboration meetings submitted by January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period as described in section 4.3.1.3.
- 4.4. Training Performance Incentive Standard
 - 4.4.1. The Contractor may earn the Training Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of its eligibility technicians and/or supervisors complete the required number of training hours. The Contractor's staff that are subject to the Training Performance Incentive Standard requirement is described in section 4.4.1.1.
 - 4.4.1.1. Staff Subject to Training Performance Incentive Standard and Training Hours Requirement
 - 4.4.1.1.1. The eligibility technician and/or supervisor will be responsible for eight (8) hours of training in the contractual period if the eligibility technician and/or supervisor has the security profile to authorize Medical Assistance as described in section 4.4.1.1.4.
 - 4.4.1.1.2. The eight (8) hours of training shall be completed from the Approved Training List. The Approved Training List will be provided to the Contractor at implementation and will be posted on the Department's County Administration website.
 - 4.4.1.1.3. Trainings from the Approved Training List can be trained by the Staff Development Center (SDC) or an SDC-certified trainer using SDC-approved materials.
 - 4.4.1.1.4. Management and Eligibility Enrollment Specialist (EES) CBMS access users are subject to the Training Performance Incentive Standard.
 - 4.4.1.2. Training Completion Timeframes and Previously Completed Trainings
 - 4.4.1.2.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.
 - 4.4.1.2.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year.
 - 4.4.1.2.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.3.2.
 - 4.4.1.3. Determining Compliance with the Training Performance Incentive Standard
 - 4.4.1.3.1. The Contractor shall log all eligible training hours in the Department's Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training Performance Incentive Standard.

- 4.4.1.3.1.1. Only eligible trainings as found on the Approved Training List should be logged in LMS via the Add External Training feature.
- 4.4.1.3.1.2. Trainings added via Add External Training that are not included on the Approved Training List will be rejected.
- 4.4.1.3.1.3. External Training requests must match the amount of training hours offered as described on the Approved Training List. External Training requests that request more hours than described on the Approved Training List will be denied.
- 4.4.1.3.2. Courses re-taken shall be manually added into the LMS by utilizing the Add External Training feature.
- 4.4.1.3.2.1. If a course has not been completed, then the Contractor's staff shall register for the course and not request approval via Add External Training feature.
- 4.4.1.3.3. To determine compliance with the required number of training hours, the Department will request data on users with security profiles listed in section 4.4.2.3. A cross-comparison with the security profiles data pull and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training Performance Incentive Standard.
- 4.4.2. BENCHMARK: 75% of eligibility technicians and supervisors with security profiles listed in section 4.4.2.3 complete eight (8) hours of training from the Approved Training List within the contract period as described in section 4.4.1.
- 4.5. Long Term Services and Supports (LTSS) Performance Incentive Standard
- 4.5.1. The Contractor may earn a LTSS Performance Incentive Payment for each Reporting Period if the Contractor achieves ninety five percent (95.00%) timeliness combined average of Determinations and Redeterminations for Long Term Care (LTC), Home and Community Based Services (HCBS), and the Program for the All-Inclusive Care for the Elderly (PACE) over each Reporting Period; achieves eighty five percent (85.00%) timeliness for Determinations for LTC, HCBS, and PACE; and the Contractor completes the LTSS Communications Plan as described in section 4.5.1.2.
- 4.5.1.1. Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations
- 4.5.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
- 4.5.1.1.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.5.1.1.2. The Contractor shall complete at least eighty-five percent of all LTC, HCBS, and PACE Determinations as Timely Determinations.

- 4.5.1.1.2.1. The Department will total all Timely Determinations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
- 4.5.1.1.3. Determining Compliance with the Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations
 - 4.5.1.1.3.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.
 - 4.5.1.1.3.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the first working day after the end of each Reporting Period.
- 4.5.1.1.4. Small County Exemption
 - 4.5.1.1.4.1. If the Contractor processes a total of ten (10) or fewer Determinations and ten (10) or fewer Redeterminations per Reporting Period, the Contractor shall be deemed to have met the timeliness percentage benchmark for the LTSS Performance Incentive Standard so long as they had six (6) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.
- 4.5.1.1.5. Exemptions for Unusual Circumstances
 - 4.5.1.1.5.1. The Contractor may request an exemption for unusual circumstances for failure to meet the timeliness benchmarks as described in section 4.5.1.1.
 - 4.5.1.1.5.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.5.1.2. Submission and Approval of the Contractor’s LTSS Communications Plan
 - 4.5.1.2.1. The Contractor shall complete the LTSS Communications Plan template, provided by the Department, in collaboration with the Contractor’s Single Entry Point (SEP), Community Centered Board (CCB), nursing facilities, and other providers that details the communications between the Contractor and those partners.
 - 4.5.1.2.1.1. Expectations for the LTSS Communications Plan
 - 4.5.1.2.1.1.1. The Department expects that communications between LTSS partner agencies and the Contractor are processed differently than communications and interactions with members.
 - 4.5.1.2.1.1.2. The Department expects that communications between LTSS partner agencies and the Contractor have adequate, sufficient and documented processes and timeframes in place to enable timely determinations, redeterminations and changes in a member’s circumstances.

- 4.5.1.2.1.1.3. The Department expects that communications between the LTSS partner agencies and the Contractor have sufficient escalation processes in the event the LTSS partner agencies and/or the Contractor are not getting necessary information in a timely manner.
- 4.5.1.2.1.1.4. The Department expects that, if a member may lose access to LTSS benefits and services and is notified through an LTSS partner agency, the Contractor have sufficient processes in place to prioritize the member's case.
- 4.5.1.2.1.2. Completion of LTSS Communications Plan Template
 - 4.5.1.2.1.2.1. The Contractor shall complete all fields on the LTSS Communications Plan Template. Incomplete submissions will make the Contractor ineligible for a LTSS Performance Incentive Payment for the First Reporting Period.
- 4.5.1.2.1.3. Department Review and Approval of LTSS Communications Plan
 - 4.5.1.2.1.3.1. The Contractor's LTSS Communications plan is subject to approval by the Department. The Department may request revisions to the plan if any element of the plan is deemed unacceptable and/or not meeting the Department's expectations as found in section 4.5.1.2.1.1.
 - 4.5.1.2.1.3.2. The Contractor's LTSS Communications Plan is due to the Department no later than the First Reporting Period due date, January 5, 2019.
- 4.5.1.2.1.4. Contractor's Revision of LTSS Communications Plan
 - 4.5.1.2.1.4.1. If the Contractor's LTSS Communications Plan is deemed to require modifications by the Department, the Contractor will work in collaboration with the partners identified in section 4.5.1.2.1 to modify the LTSS Communications Plan.
 - 4.5.1.2.1.4.2. The Contractor's revision of the LTSS Communications Plan is due by June 1, 2019.
 - 4.5.1.2.1.4.3. The Contractor's revision of the LTSS Communications Plan is subject to the Department's approval. If the revision is not accepted by the Department, the Contractor will be ineligible for a LTSS Performance Incentive Payment for the Second Reporting Period.
- 4.5.1.2.2. Determining Compliance with the LTSS Performance Incentive Standard
 - 4.5.1.2.2.1. The Contractor shall comply with section 4.5.1.1 Timeliness of LTC, HCBS, and PACE Determinations and Redeterminations and section 4.5.1.2 LTSS Communications Plan to be eligible to earn a LTSS Performance Incentive Payment.
- 4.5.1.3. BENCHMARK: 95.00% combined timeliness average for Determinations and Redeterminations; 85.00% timeliness average for Determinations.
- 4.5.1.4. DELIVERABLE: LTSS Communications Plan subject to Department approval.
- 4.6. Case Maintenance Performance Incentive Standard

- 4.6.1. The Contractor may earn a Case Maintenance Performance Incentive Payment for each Reporting Period in which eighty-five percent (85.00%) of the Contractor's disenrollments are within fifteen (15) calendar days as described in section 4.6.
 - 4.6.1.1. Processing and Timeframes for a Member's Change in Circumstances
 - 4.6.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.
 - 4.6.1.1.1.1. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.
 - 4.6.1.1.2. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into the Colorado Benefits Management System (CBMS) within fifteen (15) calendar days.
 - 4.6.1.1.3. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.
 - 4.6.1.1.3.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the Date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
 - 4.6.1.2. Timely Disenrollments
 - 4.6.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
 - 4.6.1.3. Determining Compliance for the Case Maintenance Performance Incentive Standard
 - 4.6.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Case Maintenance Performance Incentive Standard.
 - 4.6.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Sunday of the first month after the end of each Reporting Period.
 - 4.6.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.
 - 4.6.1.4. BENCHMARK: Eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days.
- 4.7. Improving Member Correspondence Performance Incentive Standard
 - 4.7.1. The Contractor may earn an Improving Member Correspondence Performance Incentive Payment in each Reporting Period in which the Contractor completes data tracking and deliverable submission relating to customer service interactions with members regarding member correspondence as found in section 4.7.
 - 4.7.1.1. Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard

- 4.7.1.1.1. To participate in the Improving Member Correspondence Performance Incentive Standard, the Contractor will designate one (1) staff member responsible for implementation and contact with the Department.
- 4.7.1.1.1.1. The Contractor will provide the implementation lead's contact information through the Data Collection Plan Agreement.
- 4.7.1.1.2. To earn an Improving Member Correspondence Performance Incentive Payment, a minimum of ten percent (10%) of the Contractor's member-facing staff will participate in the Data Collection and Tracking phase.
- 4.7.1.1.2.1. If ten percent (10%) of the Contractor's staff is equal to less than one (1) Full Time Equivalent (FTE) position, then a minimum of one FTE will participate in the Data Collection and Tracking phase.
- 4.7.1.1.2.2. Member-facing staff include, but are not limited to, eligibility technicians, administrative assistants responsible for lobby and front desk work and call center technicians.
- 4.7.1.1.2.3. If the Contractor identifies staff to participate in the Data Collection and Tracking phase that cannot participate due to turnover, trainings, or other issues, the Contractor can substitute other member-facing staff so long as the ten percent (10%) requirement is met.
- 4.7.1.1.2.3.1. The Contractor shall identify all substitutes for staff participating in the Data Collection and Tracking in the Data Collection Plan Agreement.
- 4.7.1.2. Data Collection Plan Agreement Submission
- 4.7.1.2.1. To earn an Improving Member Correspondence Performance Incentive Payment, the Contractor will submit the Data Collection Plan Agreement to the Department no later than July 31, 2018 for the First Reporting Period and no later than January 31, 2019 for the Second Reporting Period.
- 4.7.1.2.1.1. If the Contractor fails to submit the Data Collection Plan Agreement by the due dates listed in section 4.7.1.2.1, the Contractor will be ineligible for an Improving Member Correspondence Performance Incentive Payment for the Reporting Period in which the Data Collection Plan Agreement was due.
- 4.7.1.2.1.2. The Implementation Lead, identified in section 4.7.1.2.2.1, will submit the Data Collection Plan Agreement electronically to the Department by the due date.
- 4.7.1.2.2. The Contractor will complete the Data Collection Plan Agreement by providing information on:
 - 4.7.1.2.2.1. Who the Contractor's Implementation Lead is and a phone number and email address for that individual.
 - 4.7.1.2.2.2. Names of the Contractor's staff that will be responsible for the Data Collection and Tracking phase and their respective roles/primary duties for the Contractor. The number of staff subject to the Data Collection and Tracking Phase is found in section 4.7.1.1.2.
 - 4.7.1.2.2.3. The Contractor's selected twenty (20) consecutive business day timeframe for the Data Collection and Tracking phase as described in section 4.7.1.3.

- 4.7.1.2.2.4. Information on Contractor-specific site operations that may impact the Data Collection and Tracking phase.
- 4.7.1.2.3. By submitting the Data Collection Plan Agreement, the Contractor agrees to follow all guidelines and operational guidance to ensure complete and accurate data collection and tracking.
- 4.7.1.2.4. By submitting the Data Collection Plan Agreement, the Contractor agrees not to falsify any information during the Data Collection and Tracking phases.
- 4.7.1.2.4.1. The Department reserves the right to audit, without notice or prior authorization, the results of the Contractor's data collection to ensure data integrity.
- 4.7.1.2.4.2. If the Department's audit finds that the data collection was falsified, the Contractor will be deemed ineligible for the Performance Incentive Payment for the Reporting Period in which the data collection was audited.
- 4.7.1.2.5. The Contractor's submitted Data Collection Plan Agreement is subject to review and approval by the Department. The Department can request revisions by the Contractor if the Agreement fails to meet the requirements of the Improving Member Correspondence Performance Incentive Standard.
- 4.7.1.3. Data Collection and Tracking
 - 4.7.1.3.1. The Contractor shall identify in the Data Collection Plan Agreement a timeframe of the Contractor's choosing in which the Contractor's staff will participate in the Data Collection and tracking phase.
 - 4.7.1.3.1.1. The Contractor's timeframe shall be twenty (20) consecutive business days from August 1, 2018 through December 31, 2018 for the First Reporting Period and February 1, 2019 through June 30, 2019 for the Second Reporting Period.
 - 4.7.1.3.2. The Contractor will ensure all designated staff participating in the Data Collection and Tracking phases complete an online data collection tutorial prior to implementation of the Data Collection and Tracking phases.
 - 4.7.1.3.2.1. The data collection tutorial for the First Reporting Period will become available online July 1, 2018 and will include training for the Data Collection and Tracking phase to be completed prior to December 31, 2018.
 - 4.7.1.3.2.2. The data collection tutorial for the Second Reporting Period will become available online January 1, 2019 and will include training for the Data Collection and Tracking phase to be completed prior to June 30, 2019.
 - 4.7.1.3.3. The Contractor shall document member feedback through the online data collection and tracking tool provided by the Department.
 - 4.7.1.3.3.1. Only data collection submitted through the online data collection and tracking tool shall be considered valid.
 - 4.7.1.3.3.2. The Contractor will ensure only the Contractor's staff is collecting and submitting the data through the online data collection and tracking tool. Members should not have access to the online data collection and tracking tool.

- 4.7.1.3.3.3. The Contractor's staff will ensure that all data fields on the online data collection and tracking tool are completed. Incomplete submissions will not be accepted to ensure the validity of the data collected.
- 4.7.1.3.3.4. Data collection shall occur within a reasonable timeframe after each customer service interaction, and not later than twenty-four (24) hours after the interaction regarding member correspondence.
- 4.7.1.3.4. Correspondence subject to the Data Collection and Tracking phase is limited to Medical Assistance (Medicaid/CHP+) member correspondence, including noticing, forms, and speed letters sent from the Colorado Benefits Management System (CBMS).
- 4.7.1.3.4.1. CBMS correspondence that includes Medical Assistance but also include other public assistance programs managed by the Colorado Department of Human Services (CDHS) or Connect for Health Colorado, where applicable, are also subject to the Data Collection and Tracking phase.
- 4.7.1.3.4.2. CBMS correspondence that does not include Medical Assistance is not subject to the Data Collection and Tracking phase.
- 4.7.1.4. Reporting Period Surveys
 - 4.7.1.4.1. The Contractor will participate in a survey at the end of each Reporting Period that provides feedback on the Data Collection and Tracking phase that occurred within each Reporting Period.
 - 4.7.1.4.2. The due date for completion of the survey is January 5, 2019 for the First Reporting Period and July 5, 2019 for the Second Reporting Period.
- 4.7.1.5. Compliance with the Improving Member Correspondence Performance Incentive Standard
 - 4.7.1.5.1. To earn an Improving Member Correspondence Performance Incentive Standard, the Contractor will comply with sections 4.7.1.1 Contractor's Staff Subject to the Improving Member Correspondence Performance Incentive Standard, section 4.7.1.2. Data Collection Plan Agreement, section 4.7.1.3. Data Collection and Tracking, and section 4.7.1.4. Reporting Period Surveys.
 - 4.7.1.5.1.1. Failure to meet the requirements as listed in section 4.7.1.5.1. will make the Contractor ineligible to earn an Improving Member Correspondence Performance Incentive Payment.
- 4.7.1.6. Department Implementation Support
 - 4.7.1.6.1. The Contractor has the option of participating in a conference call at the beginning and at the end of each Data Collection and Tracking phase to ask questions and provide feedback to the Department.
 - 4.7.1.6.2. The Contractor has the option of requesting implementation support conference calls at any time during each Reporting Period.
- 4.7.1.7. DELIVERABLE: Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey for each Reporting Period.

5. SEMI-ANNUAL REPORTING

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
 - 5.1.1.1.1. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.
 - 5.1.1.1.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.
 - 5.1.1.1.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.
 - 5.1.1.1.4. The LTSS Communications Plan and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.
 - 5.1.1.1.5. DUE DATE: January 5, 2019
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
 - 5.1.1.2.1. The meeting agendas, meeting minutes, lists of attendees, and Child Welfare Incentive Template to document its compliance with the Child Welfare Performance Incentive Standard.
 - 5.1.1.2.2. Any Eligibility Timeliness and Backlog Performance Incentive Standard exemption forms for the Reporting Period.
 - 5.1.1.2.3. Improved Member Correspondence documentation, including the Data Collection Agreement Plan, Data Collection and Tracking, and Reporting Period Survey.
 - 5.1.1.2.4. The LTSS Communications Plan revision and any LTSS Performance Incentive Standard exemption forms pertaining to the timeliness benchmarks for the Reporting Period.
 - 5.1.1.2.5. DUE DATE: July 5, 2019

6. EXEMPTIONS

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Timeliness and Backlog Performance Incentive Standard and the LTSS Performance Incentive Standard
 - 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
 - 6.1.1.1. The Department will not include any Untimely Determinations/Redeterminations in its calculation of the Eligibility Timeliness and Backlog Performance Incentive Standard and/or the LTSS Performance Incentive Standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.

- 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
- 6.1.1.3. The Contractor shall provide adequate information on the exemption form for the Department to quantify personnel issues if the Contractor requests an exemption due to staff vacancies, staff training, or other personnel issues.
- 6.1.2. The Department may approve or reject any request for Untimely Determination/Redetermination exemptions and may limit the total number of exempted Untimely Determinations/Redeterminations for the Eligibility Timeliness and Backlog Performance Incentive Standard and/or the LTSS Performance Incentive Standard.
 - 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and Section 1.1.12 due to the fault of the Contractor and/or any exemption requests based on the following:
 - 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1.11 and 1.1.12.
 - 6.1.2.1.2. Failure of the Contractor to act on client verification that was submitted timely which was requested for a Determination or Redetermination.
 - 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
 - 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.
 - 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A-4, Statement of Work.
 - 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
 - 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
 - 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Timeliness and Backlog Performance Incentive Standard and the LTSS Performance Incentive Standard
 - 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
 - 6.2.1.1. Child Welfare Performance Incentive Standard
 - 6.2.1.2. Case Maintenance Performance Incentive Standard
 - 6.2.1.3. Improved Member Correspondence Performance Incentive Standard

- 6.2.1.4. Training Performance Incentive Standard
- 6.2.1.5. The LTSS Communications Plan deliverable of the LTSS Performance Incentive Standard
- 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Incentive Performance Standards were met.
 - 7.1.1. The Contractor's Status Report will only detail which Incentive Performance Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
 - 7.1.2. In the event the Contractor has more than one Reporting Period in the fiscal year to meet any Incentive Performance Standards, the Status Report will not include the Contractor's performance in those Performance Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
 - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor shall have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 7, Dispute Resolution.

8. DISPUTE RESOLUTION

- 8.1. Opportunity and Timeframe for Dispute Resolution
 - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Status Report for the Reporting Period in question.
 - 8.1.1.1. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

- 8.1.1.2. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

- 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.2.1.1. The Contractor submitted documentation that was required for an Incentive Performance Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
 - 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Incentive Performance Standard.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

- 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Incentive Performance Standard.
 - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Timeliness and Backlog Performance Incentive Standard and the Long Term Services and Supports Performance Incentive Standard.
 - 8.3.1.5. Any exemption requests for unusual circumstances for other Performance Incentive Standards other than those listed in 8.3.1.4.
- 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

- 9.1.1. Performance Incentive Payment

- 9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:
 - 9.1.1.1.1. The Department shall pay the Contractor an Eligibility Timeliness and Backlog Performance Standard Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
 - 9.1.1.1.2. The Department shall pay the Contractor a Collaboration Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
 - 9.1.1.1.3. The Department shall pay the Contractor a LTSS Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
 - 9.1.1.1.4. The Department shall pay the Contractor a Child Welfare Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
 - 9.1.1.1.5. The Department shall pay the Contractor a Training Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
 - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2. Each of the base Performance Incentive Payments that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

- 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive benchmarks were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.
- 9.2.1.1. In the event that the Contractor's county administration line item is over-expended during the county administration closeout process, the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into to the Second Reporting Period allocation for any SFY.
- 9.2.3.1. The Contractor shall receive the Incentive Performance Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Incentive Performance Payments during the county administration close out process.

EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

Medium

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

Large

Adams	El Paso	Pueblo
Arapahoe	Jefferson	Weld
Boulder	Larimer	
Denver	Mesa	

FY 2018-19 HCPF County Administration Performance Incentive Funding Table									
COUNTY	% of TOTAL ALLOCA TION	MAX- HCPF County Share Estimate	County Incentive (if all counties participate and meet benchmarks)	30%- Eligibility Timeliness and Backlog	15%- Case Maintenance	15%- Long Term Services and Supports (LTSS)	15%- Training	15%- Child Welfare	10%- Improved Member Correspondence
Adams County	8.83%	\$517,341.73	\$388,006.27	\$116,401.88	\$58,200.94	\$58,200.94	\$58,200.94	\$58,200.94	\$38,800.63
Alamosa County	0.88%	\$51,671.80	\$38,753.85	\$11,626.15	\$5,813.08	\$5,813.08	\$5,813.08	\$5,813.08	\$3,875.38
Arapahoe County	10.14%	\$594,265.55	\$445,699.13	\$133,709.74	\$66,854.87	\$66,854.87	\$66,854.87	\$66,854.87	\$44,569.91
Archuleta County	0.32%	\$18,738.63	\$14,053.97	\$4,216.19	\$2,108.10	\$2,108.10	\$2,108.10	\$2,108.10	\$1,405.40
Baca County	0.12%	\$7,166.32	\$5,374.74	\$1,612.42	\$806.21	\$806.21	\$806.21	\$806.21	\$537.47
Bent County	0.20%	\$11,769.83	\$8,827.37	\$2,648.21	\$1,324.11	\$1,324.11	\$1,324.11	\$1,324.11	\$882.74
Boulder County	3.98%	\$233,246.99	\$174,935.23	\$52,480.57	\$26,240.28	\$26,240.28	\$26,240.28	\$26,240.28	\$17,493.52
Chaffee County	0.38%	\$22,517.45	\$16,888.09	\$5,066.43	\$2,533.21	\$2,533.21	\$2,533.21	\$2,533.21	\$1,688.81
Cheyenne County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Clear Creek County	0.17%	\$9,743.76	\$7,307.82	\$2,192.34	\$1,096.17	\$1,096.17	\$1,096.17	\$1,096.17	\$730.78
Conejos County	0.29%	\$17,136.57	\$12,852.43	\$3,855.73	\$1,927.86	\$1,927.86	\$1,927.86	\$1,927.86	\$1,285.24
Costilla County	0.24%	\$14,060.19	\$10,545.14	\$3,163.54	\$1,581.77	\$1,581.77	\$1,581.77	\$1,581.77	\$1,054.51
Crowley County	0.16%	\$9,613.73	\$7,210.30	\$2,163.09	\$1,081.54	\$1,081.54	\$1,081.54	\$1,081.54	\$721.03
Custer County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Delta County	0.89%	\$52,129.67	\$39,097.25	\$11,729.18	\$5,864.59	\$5,864.59	\$5,864.59	\$5,864.59	\$3,909.73
Denver County	16.82%	\$985,660.41	\$739,245.27	\$221,773.58	\$110,886.79	\$110,886.79	\$110,886.79	\$110,886.79	\$73,924.53
Dolores County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Douglas County	1.61%	\$94,351.44	\$70,763.58	\$21,229.07	\$10,614.54	\$10,614.54	\$10,614.54	\$10,614.54	\$7,076.36
Eagle County	0.51%	\$29,848.65	\$22,386.49	\$6,715.95	\$3,357.97	\$3,357.97	\$3,357.97	\$3,357.97	\$2,238.65
Elbert County	0.23%	\$13,193.18	\$9,894.88	\$2,968.46	\$1,484.23	\$1,484.23	\$1,484.23	\$1,484.23	\$989.49
El Paso County	13.22%	\$774,798.49	\$581,098.83	\$174,329.65	\$87,164.83	\$87,164.83	\$87,164.83	\$87,164.83	\$58,109.88
Fremont County	1.35%	\$79,034.76	\$59,276.07	\$17,782.82	\$8,891.41	\$8,891.41	\$8,891.41	\$8,891.41	\$5,927.61
Garfield County	1.13%	\$66,124.38	\$49,593.28	\$14,877.99	\$7,438.99	\$7,438.99	\$7,438.99	\$7,438.99	\$4,959.33
Gilpin County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Grand County	0.20%	\$11,829.67	\$8,872.25	\$2,661.68	\$1,330.84	\$1,330.84	\$1,330.84	\$1,330.84	\$887.23
Gunnison County	0.34%	\$19,852.49	\$14,889.36	\$4,466.81	\$2,233.40	\$2,233.40	\$2,233.40	\$2,233.40	\$1,488.94
Hinsdale County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Huerfano County	0.35%	\$20,429.72	\$15,322.29	\$4,596.69	\$2,298.34	\$2,298.34	\$2,298.34	\$2,298.34	\$1,532.23
Jackson County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Jefferson County	6.42%	\$376,010.75	\$282,008.04	\$84,602.41	\$42,301.21	\$42,301.21	\$42,301.21	\$42,301.21	\$28,200.80
Kiowa County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Kit Carson County	0.15%	\$8,770.58	\$6,577.94	\$1,973.38	\$986.69	\$986.69	\$986.69	\$986.69	\$657.79
Lake County	0.18%	\$10,625.31	\$7,968.98	\$2,390.69	\$1,195.35	\$1,195.35	\$1,195.35	\$1,195.35	\$796.90
La Plata County	1.03%	\$60,550.63	\$45,412.97	\$13,623.89	\$6,811.95	\$6,811.95	\$6,811.95	\$6,811.95	\$4,541.30
Larimer County	4.95%	\$290,006.77	\$217,505.06	\$65,251.52	\$32,625.76	\$32,625.76	\$32,625.76	\$32,625.76	\$21,750.51
Las Animas County	0.63%	\$36,950.81	\$27,713.11	\$8,313.93	\$4,156.97	\$4,156.97	\$4,156.97	\$4,156.97	\$2,771.31
Lincoln County	0.12%	\$7,106.82	\$5,330.11	\$1,599.03	\$799.52	\$799.52	\$799.52	\$799.52	\$533.01
Logan County	0.53%	\$30,767.36	\$23,075.52	\$6,922.66	\$3,461.33	\$3,461.33	\$3,461.33	\$3,461.33	\$2,307.55
Mesa County	3.51%	\$205,493.33	\$154,119.99	\$46,236.00	\$23,118.00	\$23,118.00	\$23,118.00	\$23,118.00	\$15,412.00
Mineral County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Moffat County	0.36%	\$21,235.27	\$15,926.45	\$4,777.94	\$2,388.97	\$2,388.97	\$2,388.97	\$2,388.97	\$1,592.65
Montezuma County	0.86%	\$50,335.13	\$37,751.34	\$11,325.40	\$5,662.70	\$5,662.70	\$5,662.70	\$5,662.70	\$3,775.13
Montrose County	1.27%	\$74,567.40	\$55,925.55	\$16,777.66	\$8,388.83	\$8,388.83	\$8,388.83	\$8,388.83	\$5,592.55
Morgan County	0.69%	\$40,705.73	\$30,529.29	\$9,158.79	\$4,579.39	\$4,579.39	\$4,579.39	\$4,579.39	\$3,052.93
Otero County	0.78%	\$45,607.58	\$34,205.68	\$10,261.71	\$5,130.85	\$5,130.85	\$5,130.85	\$5,130.85	\$3,420.57
Ouray County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Park County	0.29%	\$17,116.90	\$12,837.68	\$3,851.30	\$1,925.65	\$1,925.65	\$1,925.65	\$1,925.65	\$1,283.77
Phillips County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Pitkin County	0.15%	\$9,081.30	\$6,810.97	\$2,043.29	\$1,021.65	\$1,021.65	\$1,021.65	\$1,021.65	\$681.10
Prowers County	0.49%	\$28,841.53	\$21,631.15	\$6,489.34	\$3,244.67	\$3,244.67	\$3,244.67	\$3,244.67	\$2,163.11
Pueblo County	6.38%	\$373,559.30	\$280,169.46	\$84,050.84	\$42,025.42	\$42,025.42	\$42,025.42	\$42,025.42	\$28,016.95
Rio Blanco County	0.12%	\$6,890.04	\$5,167.53	\$1,550.26	\$775.13	\$775.13	\$775.13	\$775.13	\$516.75
Rio Grande County	0.44%	\$25,540.43	\$19,155.32	\$5,746.60	\$2,873.30	\$2,873.30	\$2,873.30	\$2,873.30	\$1,915.53
Routt County	0.32%	\$18,979.33	\$14,234.50	\$4,270.35	\$2,135.17	\$2,135.17	\$2,135.17	\$2,135.17	\$1,423.45
Saguache County	0.26%	\$15,489.75	\$11,617.31	\$3,485.19	\$1,742.60	\$1,742.60	\$1,742.60	\$1,742.60	\$1,161.73
San Juan County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
San Miguel County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Sedgwick County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Summit County	0.32%	\$19,017.25	\$14,262.94	\$4,278.88	\$2,139.44	\$2,139.44	\$2,139.44	\$2,139.44	\$1,426.29
Teller County	0.51%	\$30,132.70	\$22,599.52	\$6,779.86	\$3,389.93	\$3,389.93	\$3,389.93	\$3,389.93	\$2,259.95
Washington County	0.10%	\$5,841.76	\$4,381.32	\$1,314.40	\$657.20	\$657.20	\$657.20	\$657.20	\$438.13
Weld County	4.73%	\$277,211.57	\$207,908.67	\$62,372.60	\$31,186.30	\$31,186.30	\$31,186.30	\$31,186.30	\$20,790.87
Yuma County	0.21%	\$12,036.05	\$9,027.04	\$2,708.11	\$1,354.06	\$1,354.06	\$1,354.06	\$1,354.06	\$902.70
Broomfield County	0.52%	\$30,683.36	\$23,012.52	\$6,903.76	\$3,451.88	\$3,451.88	\$3,451.88	\$3,451.88	\$2,301.25
GRAND TOTALS	100.00%	\$5,859,623.00	\$4,394,717.00	\$1,318,415.10	\$659,207.55	\$659,207.55	\$659,207.55	\$659,207.55	\$439,471.70



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Adams County Workforce Development Board Bylaws Revisions
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: June 19, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the revisions.

BACKGROUND:

The Adams County Workforce Development Board updates the bylaws on an annual basis to, assure continued alignment with federal & state regulations, and alignment with the Workforce Innovation and Opportunity Act of 2014.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services/Workforce and Business Center

ATTACHED DOCUMENTS:

2018 WDB Resolution Bylaws
2018 WDB Bylaws

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:			

	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:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION APPROVING CHANGES TO THE ADAMS COUNTY WORKFORCE
DEVELOPMENT BYLAWS TO BETTER ALIGN WITH THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT OF 2014**

WHEREAS, the Workforce Development Board, in its annual review of the bylaws, determined several changes were required to address areas necessary for better compliance with the Workforce Innovation and Opportunity Act of 2014; and,

WHEREAS, the attached bylaws are being amended to clarify terms used throughout the Bylaws, change the Appointment Process for the Workforce Development Board, and make changes to the process for Local Area Director Succession Planning.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2018 Adams County Workforce Development Board bylaw revisions, a copy of which is attached, be approved.



ADAMS COUNTY WORKFORCE DEVELOPMENT BOARD

BYLAWS

Article I: Purpose

The Adams County Workforce Development Board (ACWDB) has been established pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 (29 U.S.C. Sec. 3101 et. seq.), as amended, to set policy for the Adams County Workforce & Business Center (ACWBC) in partnership with and subject to the approval of the Adams County Board of County Commissioners (BOCC).

Article II: Functions

Section 1: Local Plan

The ACWDB, in partnership with the Adams County BOCC and subject to the approval of the BOCC, shall develop and submit a local four year plan to the Governor.

Section 1.1: Regional Plan

To align resources between multiple local boards officials in the planning region must "prepare, submit, and obtain approval" of a regional plan. ACWDB and the BOCC in conjunction with other local boards must submit a 4-year regional plan to the Governor for approval. The local boards and BOCC must review the regional plan every 2 years and submit modifications for significant changes.

Section 2: Workforce & Business Center one-stop Operator

Pursuant to the WIOA, Title 1, subtitle B, Chapter 1, subsection d, as amended, the ACWDB, with the agreement of the BOCC and the Governor, shall certify the ACWBC as Adams County's workforce and business center delivery system. Certification as a one-stop operator will occur on a four year cycle starting July 1, 2017.

Section 3: Standing Committees

The ACWDB will establish standing committees to assist the board in carrying out its responsibilities as outlined in WIOA sec. 107. This will expand the capacity of the board in meeting required functions. To this end ACWDB will establish the following committees:

(A) The ACWDB Executive Committee is at the least a five member committee composed of the:

- I. ACWDB Chair
- II. ACWDB Vice-Chair
- III. Local Area Director (Administrator) of the Workforce & Business Center (non-voting member)
- IV. Three or more regular board members

The Executive Committee will meet during months when a regular full member ACWDB meeting is not scheduled or when an immediate decision or discussion is required. Decisions made by the committee will be presented at the next full board meeting for endorsement.

The Executive Committee will also function as the A One-Stop Delivery System Standing Committee to meet, review and discuss the results of the Parties' monitoring reports to assess whether any changes or adjustments are needed in the processes and procedures. The Parties shall negotiate modifications to the provisions of the Memo of Understanding (MOU) and proceed to amend the MOU (section 8 of the by-laws).

(B) The ACWDB Youth Sub-committee replaces the WIA Youth Council. Membership is open to non-board and board members alike with the requirement that at least 3 members of the sub-committee are current board members. At the initiation of the ACWDB Youth Services supervisor or manager, the sub-committee shall identify eligible providers of youth activities in Adams County, in accordance with federal, state, and/or Adams County policies and procedures, whichever is more restrictive, by awarding grants or contracts on a competitive basis based on the recommendations of the Youth Sub-committee or ACWDB. Each regular ACWDB meeting will have time devoted to youth issues and decisions. Youth sub-committee decisions are subject to ACWDB oversight and revision.

(C) The ACWDB Career Pathways Sub-committee was created May 12th, 2016 on a WDB motion to ensure compliance with the WIOA required board responsibility to lead and promote local area career pathway development. Membership is open to non-board and board members alike with the requirement that at least 3 members of the sub-committee are current board members. Each regular ACWDB meeting will have time devoted to career pathway issues and decisions. Career pathway sub-committee decisions are subject to ACWDB oversight and revision.

Section 4: Identification of Eligible Providers of Training and Intensive Services

The ACWDB shall identify eligible providers of training and intensive services for adults and dislocated workers in compliance with the WIOA, and relevant federal and state regulations.

Section 5: Budget

The ACWDB fiscal year shall be the state program year, which is from the first (1st) day of July of one calendar year through the thirtieth (30th) day of June of the next calendar year. The ACWDB shall develop an annual budget for the purposes of carrying out its duties, and shall submit the budget to the BOCC, or its designated authority, for approval.

Section 6: Oversight

The ACWDB, in partnership with and subject to the approval of the BOCC, shall conduct oversight with respect to youth activity programs, employment and training activities authorized under the WIOA, as amended, and shall conduct oversight of the ACWBC.

Section 7: Local Performance Measures

The ACWDB and the BOCC shall negotiate with the Governor, the Colorado Workforce Development Council (CWDC) and the Colorado Department of Labor and Employment to reach agreement on local performance measures, pursuant to the requirement of the WIOA, and relevant federal and state regulations. The ACWDB shall report annually to

the BOCC on the status of Adams County's four year plan and the bi-annual strategic plan.

Section 8: Partnership Memo of Understanding (MOU)

A Memorandum of Understanding will be made between the Colorado Department of Labor and Employment on behalf of the Division of Unemployment Insurance (UI), the Division of Employment and Training/Workforce Development Programs (WDP), the Colorado Department of Human Services (DVR, TANF) on behalf of the TANF program, the Colorado Department of Corrections (DOC), and ACWDB and set forth the Parties' understanding and responsibilities to successfully deliver services pursuant to the Workforce Innovation and Opportunity Act.

The review of the MOU shall include:

- I. An analysis of the successes and challenges in operations pursuant to these provisions;
- II. Infrastructure cost sharing methodologies;
- III. Any programmatic budgetary changes that may impact a Party's responsibilities; and
- IV. Consideration of any issues, findings and/or recommendations identified in the Parties' annual monitoring reports
- V. The Parties' performance under the MOU shall commence on July 1, 2016, and shall terminate on June 30, 2019, unless previously terminated by one of the parties pursuant to the terms of the MOU.

Section 8.1: Public Access

ACWDB meetings shall be held at the times and in the places designated by the chairperson, and all meetings shall be conducted in accordance with the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 et seq. In addition, the local board shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the:

- Local plan prior to submission of the plan

- Membership
- Selection and certification of one-stop operators
- Award of grants or contracts to eligible providers of youth workforce development activities, and
- Minutes of formal meetings of the ACWDB.

Section 8.2: Technology

ACWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers. Phone and web-based technologies will be employed to promote member participation.

Section 9: Employer Linkages

The ACWDB shall coordinate the workforce investment activities authorized under the WIOA, as amended, with economic development strategies implemented by Adams County, and develop other employer linkages with such activities. The ACWDB shall promote the participation of private sector employers in the Colorado Workforce Development System, and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries such as the ACWBC or through other organizations, to assist such employers in meeting hiring needs.

Article III: Membership

Section 1: General

The BOCC shall appoint members to the ACWDB in accordance with the mandates of the WIOA, including criteria established by the Governor in partnership with the Colorado Workforce Development Council.

Section 2: Composition

The ACWDB shall not exceed twenty-five (25) members, and, pursuant to the WIOA, Title I, sec. 107 (b)(2) shall include representatives from each of the type of entities described below.

- (A) A majority of the members of the ACWDB, , shall be representatives of businesses in Adams County, and shall have the following qualifications:
 - (i) members shall be owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; and
 - (ii) shall represent businesses with employment opportunities that reflect the employment opportunities in Adams County; and
 - (iii) shall be appointed from among individuals nominated by local business organizations and business trade associations.
- (B) not less than 20 percent of the members of ACWDB will be representatives of the workforce within the local area who represent -
 - (i) At least two (2) members shall be representatives of labor organization, and shall be nominated by a local labor federation or shall be otherwise representative of employees.
 - (ii) apprenticeship programs
 - (iii) employment needs of individuals with barriers to employment.
 - (iv) Employment, training or education needs of eligible youth both in-school and out-of-school.
- (C) Representatives of entities administering education and training in Adams County, who represent –
 - (i) Eligible providers administering adult education and literacy activities.
 - (ii) Institutions of higher learning
 - (iii) Local community-based organizations.
- (D) Representatives of entities of governmental, economic and community development entities serving Adams County who represent –
 - (i) Economic and community development entities.
 - (ii) The state employment service office under Wagner-Peyser.

- (E) The BOCC may appoint as members other such individuals or representatives of entities as determined by the BOCC to be appropriate.
- (F) When appropriate, a member may represent one or more of the agencies, organizations, or entities specified in paragraphs (A) through (E), above.

Section 3: Qualifications

Members of the ACWDB, who represent organizations, shall be individuals with policymaking authority and/or serve in a human resources function; such as training or hiring within the organizations, they represent.

Section 3.1: Appointment Process

The BOCC shall appoint the members of the ACWDB. Such appointments may be based on recommendations made by the ACWBC Local Area Director, the ACWDB and/or any other sources deemed appropriate by the BOCC.

Section 3.2: Vacancies

Should a vacancy occur on the ACWDB the ACWDB Local Area Director shall inform the BOCC Office of such and the appointment process will be started to fill the position in accordance with WIOA local board composition requirements.

Section 4: Terms of Service

The term of service for each ACWDB member shall be for a period of three (3) consecutive years, renewable at expiration upon the BOCC's discretion. Members of the ACWDB who resign, leave, or who are removed from office, for whatever reason, shall be replaced as soon as possible by the BOCC, in accordance with the provisions of the WIOA, and relevant federal and state regulations, and these Bylaws, as amended, and the replacement member shall serve out the unexpired term of service of the member being replaced.

Membership terms, length of service, may vary due to the WIOA requirement for an annual balanced turnover.

Section 5: Removal from Service

Under the following circumstances, the BOCC may remove any ACWDB member from his/her term of service before the term is completed.

- (A) Failure to attend or designate a proxy for three (3) consecutive regularly scheduled meetings of the ACWDB in one calendar year, unless excused by the Chairperson; or
- (B) Failure to attend all meetings in one calendar year, excused and unexcused; or
- (C) Any other cause as determined by the BOCC or ACWDB.

Section 6: Ensuring Active Participation

It is the duty of all ACWDB members to be actively engaged in board activities. The Chairperson and Vice Chair will monitor and address issues of lack of participation and, if necessary, make recommendations to the Executive Committee, BOCC or full board to address non-compliance with this requirement.

Article IV: Officers

Section 1: Chairperson

At the May meeting of the ACWDB, the members shall elect a Chairperson, by simple majority vote, from among the representatives described in Section 2(A), above. The Chairperson shall serve for a term of two (2) consecutive years, which term shall begin on the first (1st) day of July of the first (1st) year of his/her term, and end on the thirtieth (30th) day of June of the final year of his/her term.

The duties of the Chairperson shall be to preside over the meetings of the ACWDB to call special meetings, or to poll members of the ACWDB as the Chairperson deems necessary and proper. It shall also be the duty of the Chairperson to establish such committees as necessary, within each program year, to effectively and efficiently carry out the functions of the ACWDB.

Section 2: Vice Chairperson

At the May meeting of the ACWDB, the members shall elect a Vice Chairperson, by simple majority vote, from among the representatives described in Section 2(A), above. The Vice Chairperson shall serve for a term of two (2) consecutive years, which term shall begin on the first (1st) day of July of the first (1st) year of his/her term, and end on the thirtieth (30th) day of June of the final year of his/her term.

The Vice Chairperson shall perform the duties of the Chairperson in the event of the Chairperson's absence or in the event of a vacancy in the position of Chairperson.

Section 3: Replacement of Chairperson and/or Vice Chairperson

In the event of a vacancy in the position of Chairperson, the Vice Chairperson shall fill the vacancy only until the ACWDB elects a successor to complete the unexpired term of service of the vacating Chairperson.

In the event of vacancies at the same time in the positions of Chairperson and Vice Chairperson, the Local Area Director (Administrator) of the ACWBC shall act as Chairperson only until the ACWDB elects successors to complete the unexpired terms of service of the vacating Chairpersons and Vice Chairpersons.

When either the Chairperson or the Vice Chairperson for any reason vacates his/her term of service before it is completed, that vacancy shall be filled as provided herein no later than the second (2nd) scheduled ACWDB meeting after the date the office is vacated.

Article V: Meetings

Section 1: Meetings

The ACWDB shall hold at least five (5) scheduled meetings during each program year, which is from the first (1st) day of July through the thirtieth (30th) day of June. The ACWBC shall determine the time and place for the meetings, and ensure that notice is given to each member of the ACWDB.

The ACWDB may also be called into special session at such times and dates and at such locations as the Chairperson shall deem necessary and appropriate.

Section 2: Agenda

ACWBC shall ensure that the agenda for each meeting of the ACWDB shall be presented with the notice of meetings whenever feasible; and may be amended, if necessary, at the commencement of such meeting.

Section 3: Voting

Each ACWDB member shall be entitled to one vote. Each member may designate an alternate to attend any specific meeting and vote by proxy at said meeting. Such designation must be accomplished prior to the beginning of the meeting in question and may be accomplished either orally or in writing to the Chairperson of the ACWDB.

The WDB Executive committee meetings are often via phone conference. Under such circumstances, voting is permitted as long as a quorum is present and the votes are tallied and available for public inspection and comment. All votes are reported to the full WDB at the next scheduled meeting.

Section 3.1: Local Area Director Succession Planning

In the event the WBC Administrator/Local Area Director position becomes vacant, The Human Services Director will assign those responsibilities to one or more members of the WBC leadership team.

A three person committee of board members, the Chair, Vice Chair, and one other Executive Team representative will be involved with applicant screening and selection process. Final selection of a WBC Administrator/Local Area Director shall be subject to Adams County hiring procedures and authority.

Section 4: Quorum Necessary

A quorum shall consist of a simple majority of ACWDB voting members and either the Chairperson or the Vice Chairperson. A quorum must be present at any meeting of the ACWDB for the valid transaction of business to occur.

The Executive Board must have at least three members in attendance to have a quorum.

Section 5: Conflict of Interest

An ACWDB member shall not vote on a matter under consideration by the ACWDB regarding the provision of services by such member, or by an entity that such member represents, or that would provide direct financial benefit to such member or the immediate family of such member, or engage in any other activity that constitutes a conflict of interest as specified in the State plan.

Section 6: Open Records

Pursuant to the WIOA, as amended, the ACWDB shall make available to the public, on a regular basis through open meetings, information regarding the activities of the ACWDB, including information regarding the local plan prior to submission of the plan, and regarding membership, the designation and certification of workforce and business center operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the ACWDB.

Article VI: Bylaw Revisions

ACWBD bylaws will require periodic alignment with state and federal statutes, and modifications to comply with changing state and federal regulations. The ACWBD Executive Committee will undertake the reviews on an annual basis or when required.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

Mary Hodge, Chair
Adams County Board of County Commissioners

Date

Tricia Allen, Chair
Adams County Workforce Development Board

Date

Chris Kline, Director
Adams County Human Services Department

Date

Jodie Kammerzell, Interim Local Area Director
Adams County Workforce & Business Center

Date

Approved as to form:

Doug Edelstein
Adams County Attorney's Office

Date



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26 th , 2018
SUBJECT: Digital Globe Easement Encroachment Consent
FROM: Mike Holub, Deputy Director
AGENCY/DEPARTMENT: Facilities and Fleet Management
HEARD AT STUDY SESSION ON AIR , June 19 th , 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution

BACKGROUND:

Digital Globe/MAXAR submitted a consent to encroach onto the utility easement between our properties for the purpose of constructing a security fence. The fence will remain on Digital Globe's Property for the entire length and Digital Globe accepts full responsibility for the fence if utility work is required within the easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office, Digital Globe/MAXAR

ATTACHED DOCUMENTS:

Encroachment Consent Agreement
Proposed Encroachment Agreement Resolution
Exhibits and Drawings

FISCAL IMPACT:

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

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	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:			

New FTEs requested: ☐ YES X ☐ NO

Future Amendment Needed: ☐ YES X ☐ NO

Additional Note:

RESOLUTION APPROVING CONSENT TO ENCROACH AGREEMENT AMONG THE GC NET LEASE (WESTMINSTER) INVESTORS, LLC, DIGITALGLOBE, INC., WL PARK 12 HUNDRED OWNER, LLC, ATLAS DENVER INDUSTRIAL, LP, AND ADAMS COUNTY REGARDING ERECTING A FENCE IN THE SANITARY SEWER LINE EASEMENT

WHEREAS, Adams County owns a parcel of land for its Pete Mirelez Human Services Center in a planned unit development serviced by a sewer line easement; and,

WHEREAS, DigitalGlobe, Inc., owns property adjacent to the Pete Mirelez Human Services Center and wishes to install a security fence that will encroach onto a portion of the sewer line easement; and,

WHEREAS, by means of the attached Consent to Encroach agreement DigitalGlobe, Inc., wishes to obtain the consent of Adams County and each of the other beneficiaries of the sewer line easement before constructing the fence.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Consent to Encroach agreement among the GC Net Lease (Westminster) Investors, LLC, DigitalGlobe, Inc., WL Park 12 Hundred Owner, LLC, Atlas Denver Industrial, LP, and Adams County regarding erecting a fence in the sanitary sewer line easement, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Consent to Encroach on behalf of Adams County.

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter this "Agreement") is made and entered into as of May ____, 2018 (the "Effective Date") by and among THE GC NET LEASE (WESTMINSTER) INVESTORS, LLC, a Delaware limited liability company ("Griffin"), DIGITALGLOBE, INC., a Delaware corporation ("Tenant"), WL PARK 12 HUNDRED OWNER, LLC, a Delaware limited liability company ("WL Park"), ADAMS COUNTY, COLORADO, a governmental entity ("Adams County"), and ATLAS DENVER INDUSTRIAL, LP, a _____ limited partnership ("Atlas Denver") with reference to the following facts:

A. Griffin owns in fee simple certain real estate (the "Real Estate") which is located at 1300 West 120th Avenue, Westminster, Colorado and is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

B. Griffin and Tenant are parties to that certain Lease dated October 11, 2013 (as the same may be amended, modified or restated from time to time, the "Lease") pursuant to which Griffin has agreed to lease to Tenant, and Tenant has agreed to lease from Griffin, the Real Estate and related improvements (including that certain four (4) story, Class "A", suburban office building consisting of approximately 482,282 square feet of net rentable area); and

C. Tenant wishes to install a perimeter fence (the "Fence") along the southern portion of the Real Estate for the sole purpose of security; and

D. Tenant has given Griffin, WL Park, Adams County, and Atlas Denver certain drawings and pictures depicting the proposed location, design and construction of the Fence, copies of which are attached hereto and incorporated herein by this reference as Exhibit "B" through "C", inclusive; and

E. A portion of the Fence will be constructed within the sanitary sewer line easement (the "Easement") identified in Exhibit "C" and described in that certain Sanitary Sewer Line Easement Agreement dated November 21, 2012 and recorded at Reception No. 2012000088534, Adams County, Colorado; and

F. The Easement is beneficial to Griffin, WL Park, Adams County, and Atlas Denver; and

G. As indicated on Exhibit "C", a portion of the Fence will encroach (the "Encroachment") upon the Easement, which Encroachment is cross hatched on Exhibit "C"; and

H. Griffin, WL Adams, Adams County and Atlas Denver acknowledge the location of the Encroachment; and

I. Griffin, WL Adams, Adams County, and Atlas Denver believe that the location of the Fence as indicated on Exhibit "C" will not materially interfere with Griffin, WL Adams, Adams County and Atlas Denver's current use of the Easement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, representations and warranties herein contained, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.

2. Griffin, WL Adams, Adams County and Atlas Denver consent to the Encroachment for only as long as:

(i) the Encroachment exists;

(ii) Tenant is a tenant at the Real Estate; and

(iii) Tenant complies with the terms and provisions of this Agreement.

3. Tenant covenants and agrees not to extend, increase, modify, alter, reconfigure or otherwise change the physical characteristics of the Fence from what is approved by Griffin, WL Adams, Adams County and Atlas Denver, the use of the Fence for the sole purpose of security and/or the Encroachment from which is depicted on the attached exhibits, unless proper, prior written approval is obtained from Griffin, WL Adams, Adams County and Atlas Denver, in their sole and exclusive discretion; provided, however, that any modification, alteration, reconfiguration or any other change to the physical characteristics of the Fence required by any future law, regulation or order by a court of law, may be made upon not less than ten (10) days written notice to Griffin, WL Adams, Adams County and Atlas Denver, but in compliance with all other terms and conditions of the Agreement otherwise applicable to the work.

4. Tenant agrees that the installation, use, operation, replacement, repair, maintenance and any approved future modifications to the Fence will not:

(i) Create or result in a hazard to public health or safety.

(ii) Create standing water and/or other drainage problems that affect Griffin, WL Adams, Adams County or Atlas Denver or other adjacent property owners.

(iii) Limit Griffin's, WL Adams', Adams County's, or Atlas Denver's ability to properly and reasonably install or maintain property or other infrastructure within the Encroachment, subject to the provisions of Paragraph 3 above.

If any of the above circumstances are found by Griffin, WL Adams, Adams County, or Atlas Denver to exist, they shall notify Tenant who shall then promptly act to repair all or any portion of the Fence as is necessary to remedy such circumstances, to Griffin's, WL Adams', Adams County's, or Atlas Denver's reasonable satisfaction, and at Tenant's sole cost, expense and risk.

Tenant agrees to indemnify, defend, and hold harmless Griffin, WL Adams, Adams County and Atlas Denver, their respective officers, directors, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments,

attorney fees and costs arising in whole or in part from any bodily injury and/or death and/or from any destruction and/or damage to any property or improvements located within the Easement which results directly or indirectly from any act, inaction or omission of the Tenant, its employees, officer, directors, contractors, licensees, and or agents and assigns (“Tenant’s Related Parties”), regarding or related to the existence, use, operation and maintenance, upkeep, replacement, removal and/or repair of the Fence and/or from any act of any person or persons legally using the Fence, to the extent that any such losses, liabilities, damages, claims, judgments, attorney fees, and costs were caused by the act, inaction, or omission of the Tenant and/or the Tenant’s Related Parties. Tenant agrees to provide proof of insurance concerning the Fence in the amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 maximum per event, effective from the date of this Agreement and thereafter for as long as the Encroachment and/or the Fence exist.

Tenant shall be responsible for all maintenance to and upkeep of the Fence within the limits of the Encroachment. Tenant agrees to maintain the Fence in good condition and repair. Notwithstanding the aforesaid, in a *bona fide* emergency, and upon such notice to the Tenant as is reasonable under the circumstances, Griffin, WL Adams, Adams County, and Atlas Denver each reserves the right to immediately enter the Encroachment and repair the Fence, with the reasonable costs of such repair to be paid by the Tenant.

5. Tenant agrees that no material or equipment utilized in the maintenance and upkeep of the Fence shall be staged or stored in the Easement without prior written approval of Griffin, WL Adams, Adams County and Atlas Denver.

6. All notices or communications shall be in writing and be delivered personally, sent via certified or registered mail, return receipt requested, or via overnight courier, to the parties as follows:

To Griffin: The GC Net Lease (Westminster) Investors, LLC
 c/o Griffin Capital Essential Asset REIT, Inc.
 1520 E. Grand Avenue
 El Segundo, CA 90245
 Attn: Asset Management

With a copy to: Griffin Capital Company, LLC
 790 Estate Drive, Suite 180
 Deerfield, Illinois 60015
 Attn: General Counsel

To Tenant: _____

To WL Adams: _____

To Atlas Denver: _____

15. This Agreement shall continue in full force and effect until such time as Tenant removes the Fence or Griffin's, WL Adams', Adams County's, and Atlas Denver's consent to the Encroachment terminates according to Paragraph 2 above. Upon Tenant's decision or obligation to remove the Fence, Tenant agrees to completely remove all portions of the Fence, including all above and below grade improvements associated with the portion of the Fence that is within the Easement area, to backfill all excavations in their entirety with materials and methods reasonably approved by Griffin, WL Adams, Adams County, and Atlas Denver and to restore the Easement area within the Encroachment to the reasonable satisfaction of Griffin, WL Adams, Adams County and Atlas Denver at Tenant's sole cost and expense and risk.

[Signatures contained on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WL PARK 12 HUNDRED OWNER, LLC, a
Delaware limited liability company

By: _____

Name:

Its:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of WL Park 12 Hundred Owner, LLC, a Delaware limited liability company.

Witness my hand and seal.

My commission expires _____

Notary Public

[S E A L]

[SIGNATURES CONTINUE ON NEXT PAGE]

ADAMS COUNTY, COLORADO, a
governmental entity

By:_____

Name:

Its:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
_____ as _____ of Adams County, Colorado, a
governmental entity.

Witness my hand and seal.

My commission expires_____

Notary Public

[S E A L]

[SIGNATURES CONTINUE ON NEXT PAGE]

ATLAS DENVER INDUSTRIAL, LP, a
_____ limited partnership

By: _____

Name:

Its:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
_____ as _____ of Atlas Denver Industrial, LP, a
_____ limited partnership.

Witness my hand and seal.

My commission expires _____

Notary Public

[S E A L]

[SIGNATURES CONTINUE ON NEXT PAGE]

DIGITALGLOBE, INC,
a Delaware corporation

By:_____

Name:

Its:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
_____ as _____ of DigitalGlobe, Inc., a Delaware corporation.

Witness my hand and seal.

My commission expires _____

Notary Public

[S E A L]

[SIGNATURES CONTINUE ON NEXT PAGE]

THE GC NET LEASE (WESTMINSTER)
INVESTORS, LLC, a Delaware limited liability
company

By: Griffin Capital Essential Asset Operating
Partnership, L.P., a Delaware limited partnership,
its sole member

By: Griffin Capital Essential Asset REIT, Inc., a
Maryland corporation, its General Partner

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

CALIFORNIA CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

ss

County of _____ }

On _____, 2018 before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)

{ 8064-001 00212098/2 } 10

EXHIBIT A

Legal Description of Property

LOT 1B, FIRST REPLAT LUCENT TECHNOLOGIES, IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO, PER FINAL PLAT RECORDED AT RECEPTION NO. 2012000083108 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY.

EXHIBIT B

SEE ATTACHED

EXHIBIT C

SEE ATTACHED

LEGAL DESCRIPTION

LUCENT TECHNOLOGIES FIRST
REPLAT LOT 1B

PERMITTED USES

OFFICE

PURPOSE STATEMENT

THE DIGITAL GLOBE SITE IS BEING AMENDED TO INCREASE THE SECURITY OF THE SITE AND BUILDING. SECURITY IMPROVEMENTS INCLUDE THE ADDITION OF A 6' METAL FENCE AND (10) LIGHT POLES ALONG THE SOUTH EDGE OF THE PROPERTY. THE FENCE WILL INCLUDE (2) 5' WIDE ACCESS CONTROLLED MAN GATES AND (2) 10' WIDE ACCESS CONTROLLED ROLLING MAINTENANCE GATES. A VOLLEYBALL COURT IS ALSO BEING ADDED NEAR THE WEST PARKING GARAGE FOR THE USE OF EMPLOYEES.

FULL FORCE & EFFECT

ALL PROVISIONS OF THE ORIGINAL ODP, RECORDED AT RECEPTION NO. CO554796, AND SUBSEQUENT ODP AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS OTHERWISE NOTED HEREIN.

TEAM CONTACTS

PROPERTY TENANT:
DIGITAL GLOBE
1399 W, 120TH AVE.
WESTMINSTER, CO 80234
PHONE: 303-684-4000

LANDSCAPE ARCHITECT:
NORRIS DESIGN
1101 BANNOCK ST
DENVER, CO 80204
PHONE: 303-892-1166
CONTACT: BRAD HAIGH
BHAIGH@NORRIS-DESIGN.COM

SHEET INDEX

1. COVER SHEET
2. LANDSCAPE PLAN
3. LANDSCAPE PLAN
4. LANDSCAPE PLAN
5. LANDSCAPE PLAN
6. LANDSCAPE DETAILS
7. LANDSCAPE DETAILS

GENERAL NOTES

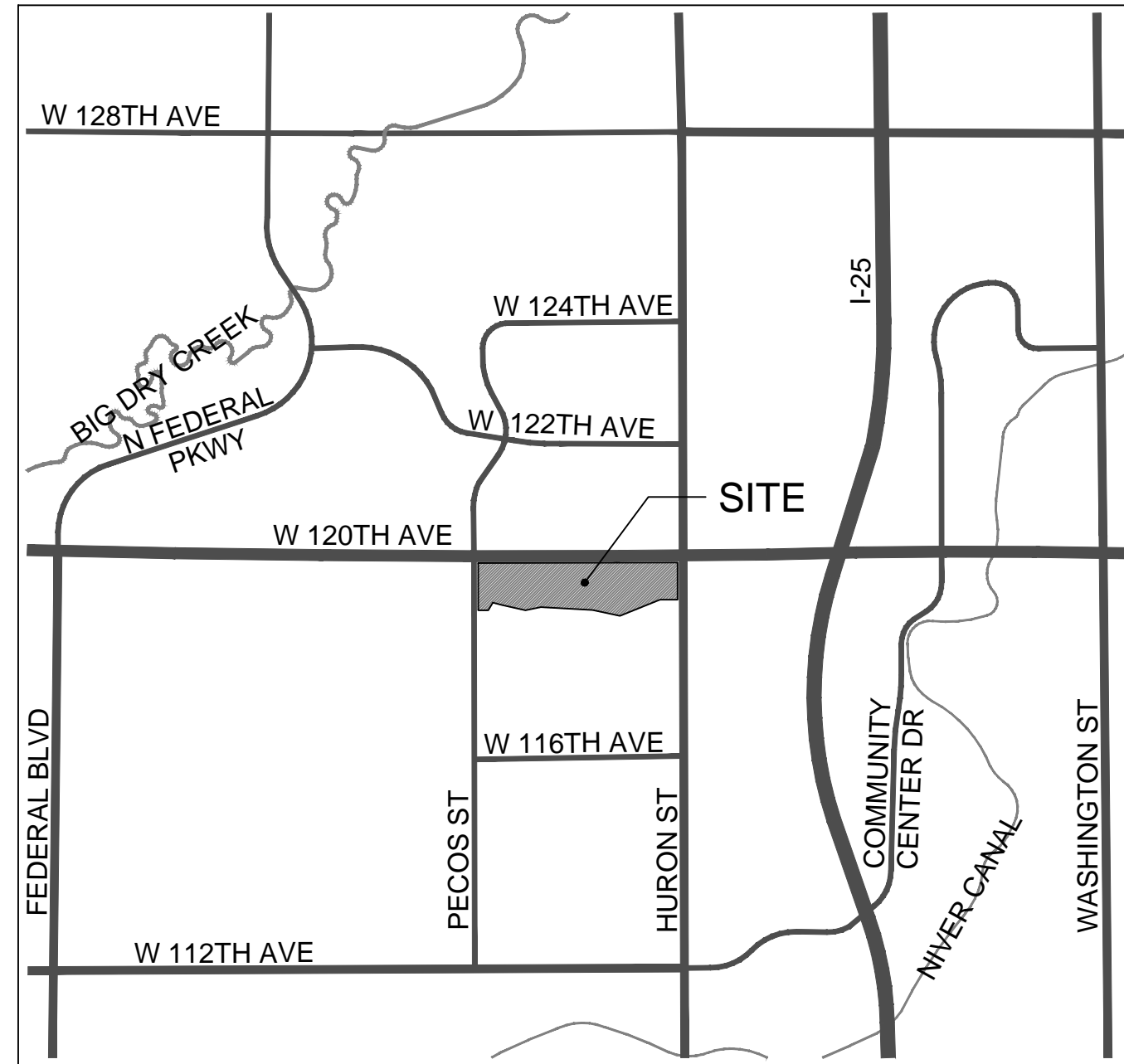
1. THE PROJECT OWNER/DEVELOPER AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION DRAWINGS AND DOCUMENTS COMPLY WITH ALL REQUIREMENTS OF THE ODP. THE PROJECT OWNER/DEVELOPER SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION AND GRADING COMPLETED THAT DOES NOT COMPLY WITH THE APPROVED ODP AND SHALL BE REQUIRED TO MAKE ALL MODIFICATIONS NECESSARY TO BRING THE PROJECT IN COMPLIANCE WITH THE ODP.
2. THE FINAL PLAT FOR THIS PROJECT MUST BE SUBMITTED FOR CITY APPROVAL WITHIN TWELVE (12) MONTHS OF THE APPROVAL DATE OF THIS OFFICIAL DEVELOPMENT PLAN.
3. CITY USE TAX FOR PUBLIC IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED FOR THE PUBLIC IMPROVEMENTS, AND CITY USE TAX FOR PRIVATE IMPROVEMENTS WILL BE REQUIRED TO BE PAID PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.
4. THE DESIGN OF PROPOSED CITY UTILITY LINES AND THE WIDTH OF THEIR RESPECTIVE EASEMENTS ARE PRELIMINARY AND MAY CHANGE DURING THE CONSTRUCTION DRAWING PHASE.
5. ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW OR UTILITY EASEMENTS SHALL BE MAINTAINED BY THE CITY OF WESTMINSTER PUBLIC WORKS DEPARTMENT. THE CITY IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PAVEMENT, CURB AND GUTTER, LANDSCAPING OR ANY OTHER PRIVATE IMPROVEMENTS WITHIN UTILITY EASEMENTS DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.
6. UTILITY BOXES ARE TO BE INSTALLED IN THE LOCATION(S) SHOWN ON THIS ODP. ANY PROPOSED REVISIONS TO THE LOCATION(S) SHOWN ON THIS ODP SHALL REQUIRE AN ODP AMENDMENT PRIOR TO THE INSTALLATION OF THE BOXES, AND THE CITY'S APPROVAL OF SUCH AN AMENDMENT MAY BE CONDITIONAL UPON THE PROVISION OF ADDITIONAL SCREENING (E.G. MASONRY WALL AND/OR LANDSCAPING).
7. THE INSTALLATION AND/OR MAINTENANCE OF ANY AND ALL DRAINAGE IMPROVEMENTS NEEDED TO SERVE THIS SITE, INCLUDING BUT NOT LIMITED

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT

DIGITAL GLOBE

LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF
WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 7

VICINITY MAP



SCALE: 1"=2000'

OWNER APPROVAL

I, _____, AS _____ OF ____ [NAME OF
LEGAL ENTITY]____, A ____ [STATE AND TYPE OF LEGAL ENTITY]____,
PROPERTY OWNER, DO SO APPROVE THIS ODP FOR REVIEW
AND APPROVAL BY THE CITY OF WESTMINSTER THIS
_____ DAY OF _____, 20____.

SIGNATURE

TITLE

CITY APPROVAL

ACCEPTED AND APPROVED BY THE CITY OF WESTMINSTER
THIS _____ DAY OF _____, 20____.

CITY MANAGER

ATTEST: CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

RECEPTION NO.

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK
AND RECORDER OF ADAMS COUNTY AT WESTMINSTER,
COLORADO ON THIS _____ DAY OF _____, 20____,
AT ____:____ O'CLOCK ____M.

ADAMS COUNTY CLERK AND RECORDER

BY: DEPUTY CLERK



1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186

DIGITAL GLOBE
MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:

DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

DATE:

10/20/17: ODP-01

SHEET TITLE:

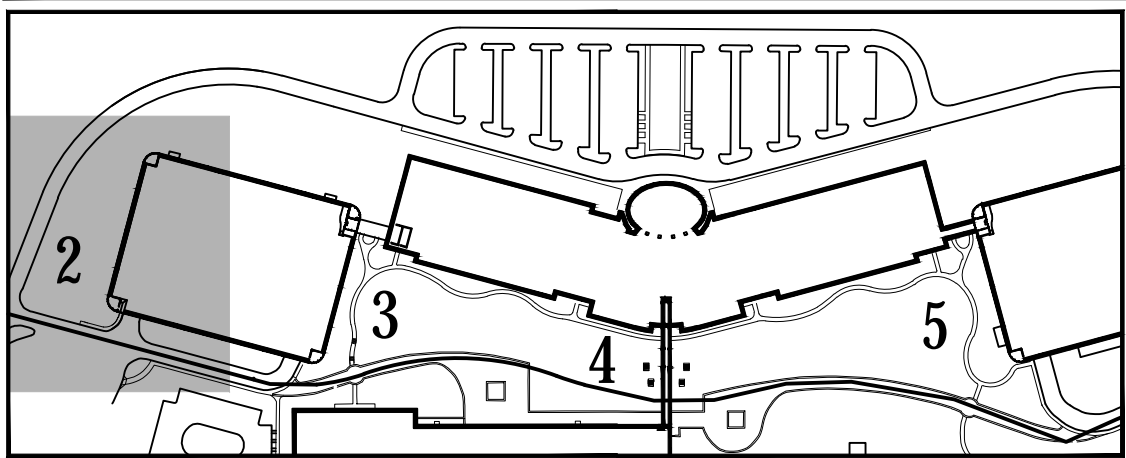
COVER SHEET

PLACEHOLDER FOR TRAKiT CASE #

NOT FOR CONSTRUCTION

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT
DIGITAL GLOBE
LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF
WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 7

KEY MAP



1101 Bannock Street
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F 303.892.1186

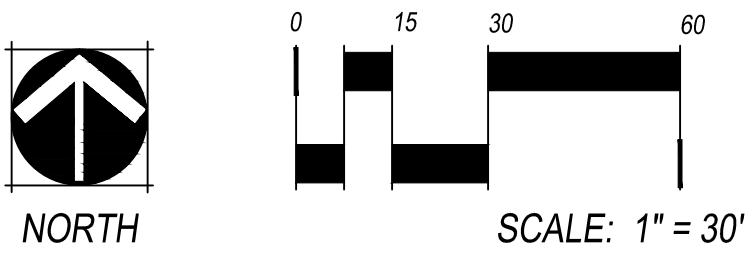
DIGITAL GLOBE
MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:
DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

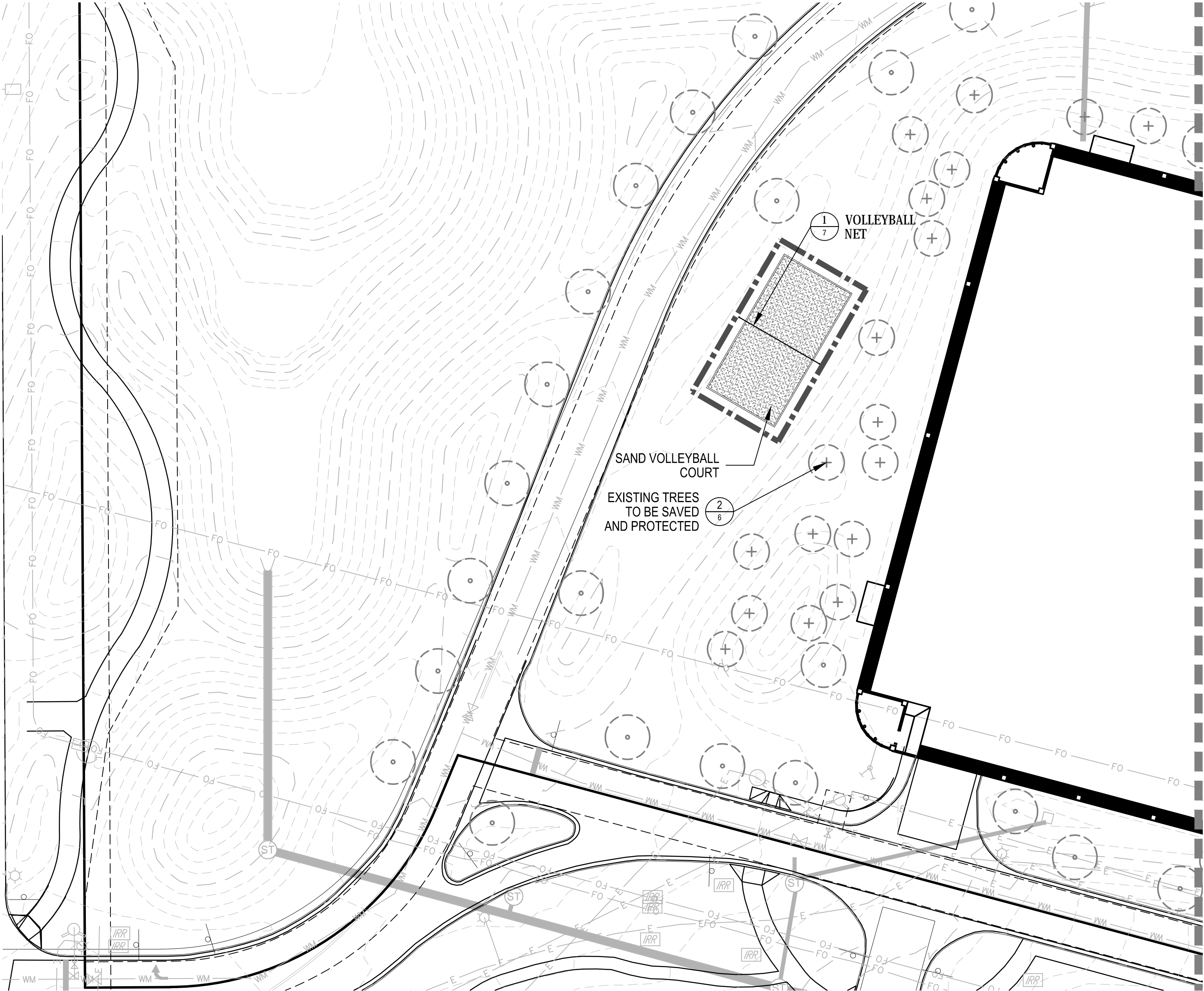
DATE:
10/20/17: ODP-01

SHEET TITLE:
LANDSCAPE
PLAN



LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- 4-8" RIVER ROCK COBBLE
- CRUSHER FINES
- 6' METAL FENCE
- METAL EDGER
- LIMIT OF WORK
- LIGHT POLE

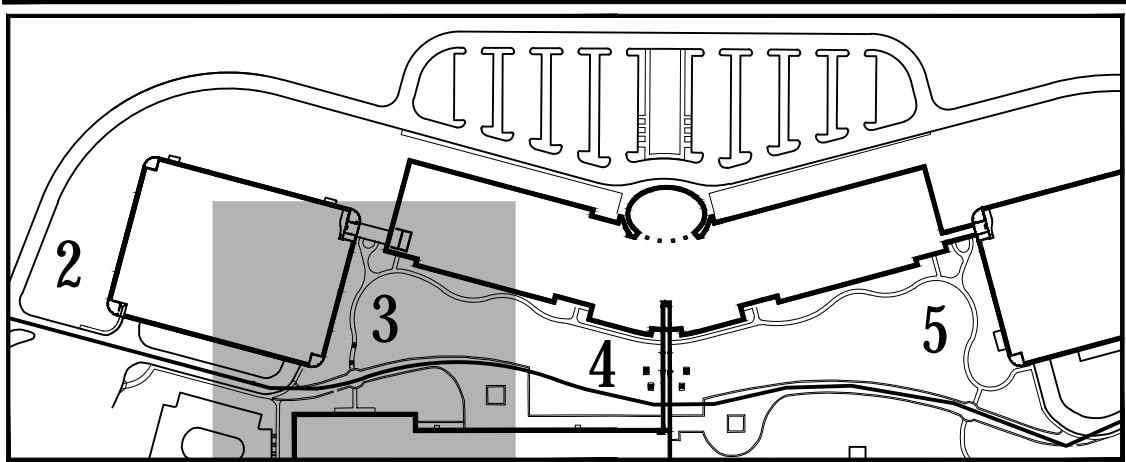


Know what's below.
Call before you dig.

NOT FOR CONSTRUCTION

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT
DIGITAL GLOBE
LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF
WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 7

KEY MAP



NORRIS DESIGN
www.norris-design.com

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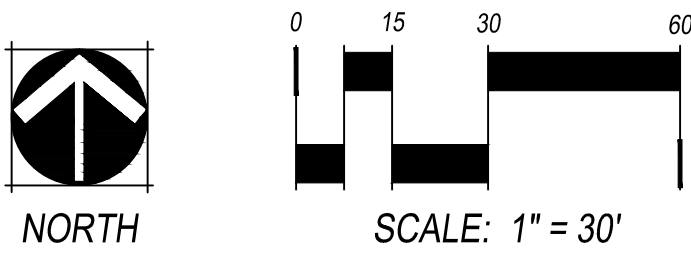
DIGITAL GLOBE
MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:
DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

DATE:
10/20/17: ODP-01

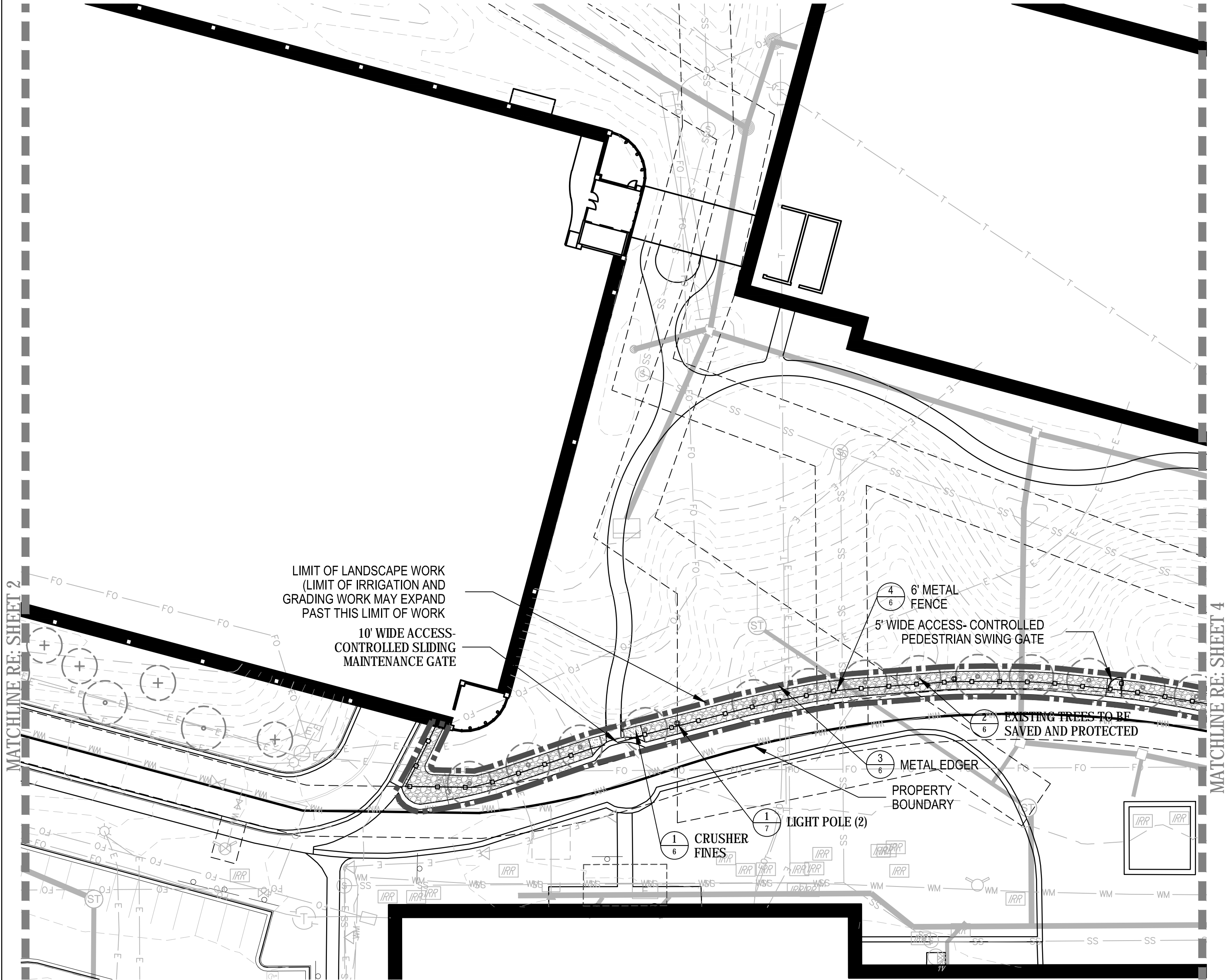
SHEET TITLE:
**LANDSCAPE
PLAN**



SCALE: 1" = 30'

LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- 4-8" RIVER ROCK COBBLE
- CRUSHER FINES
- 6' METAL FENCE
- METAL EDGER
- LIMIT OF WORK
- LIGHT POLE

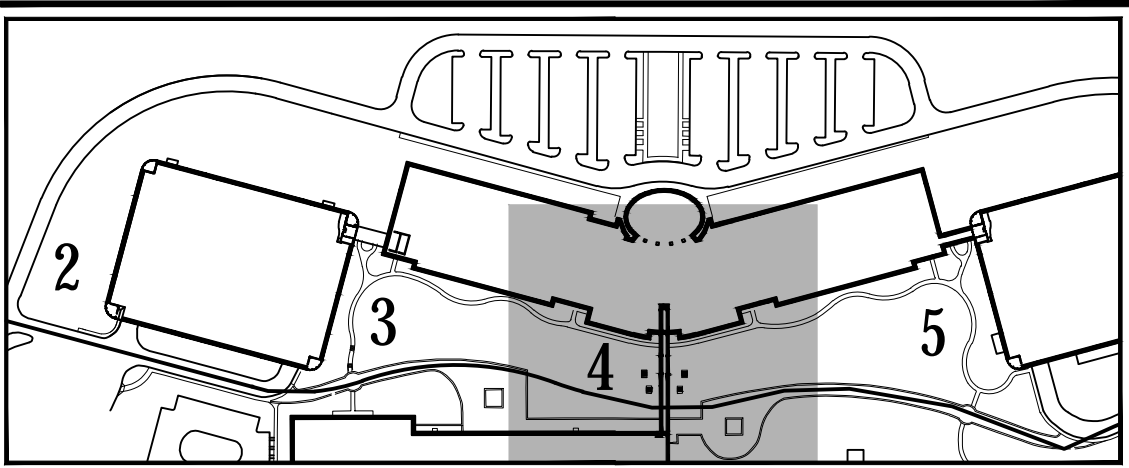


Know what's below.
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NOT FOR CONSTRUCTION

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT
DIGITAL GLOBE
LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF
WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 7

KEY MAP



1101 Bannock Street
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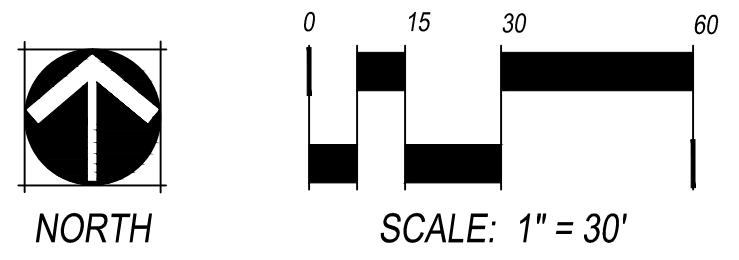
DIGITAL GLOBE
MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:
DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

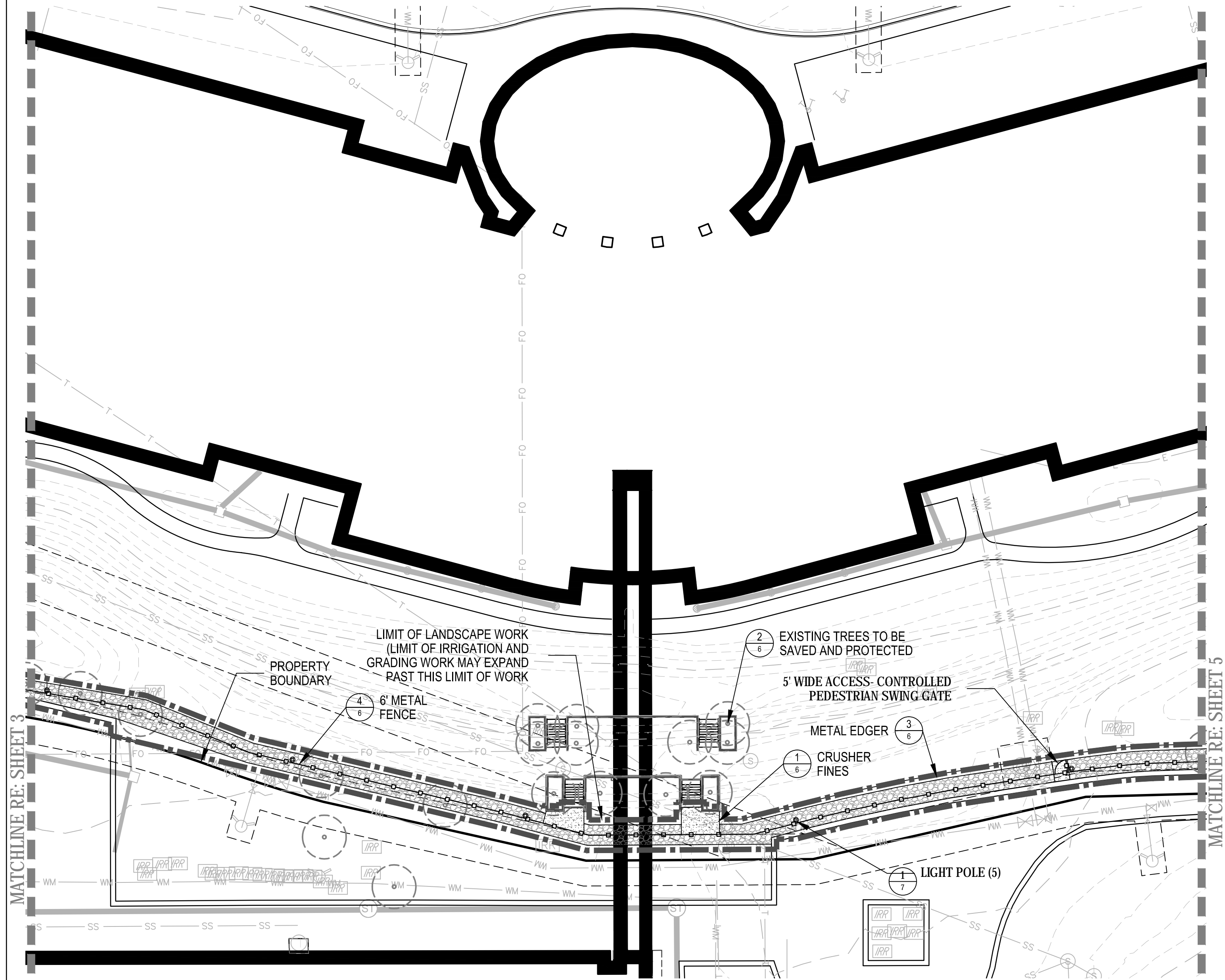
DATE:
10/20/17: ODP-01

SHEET TITLE:
**LANDSCAPE
PLAN**



LEGEND

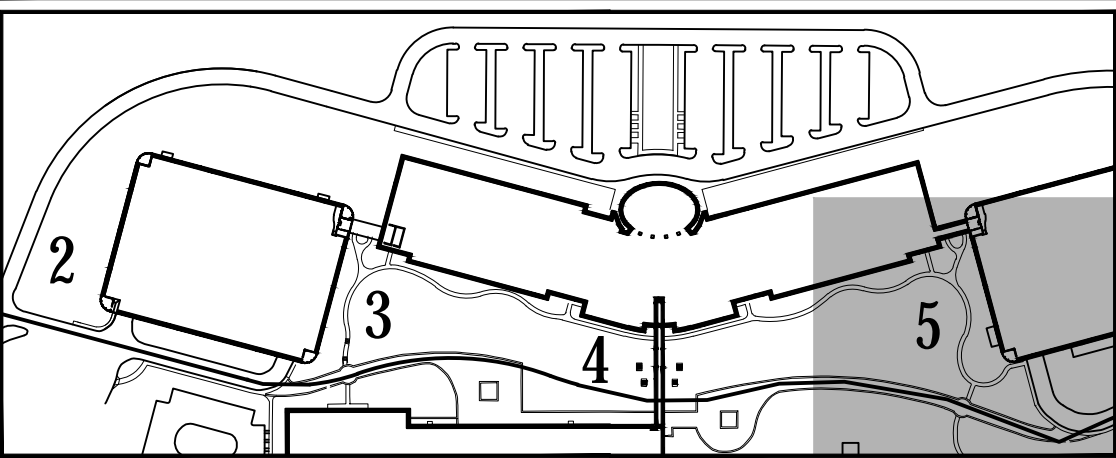
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- 4-8" RIVER ROCK COBBLE
- CRUSHER FINES
- 6' METAL FENCE
- METAL EDGER
- LIMIT OF WORK
- LIGHT POLE



NOT FOR CONSTRUCTION

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT
DIGITAL GLOBE
LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF
WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 5 OF 7

KEY MAP



NORRIS DESIGN
www.norris-design.com

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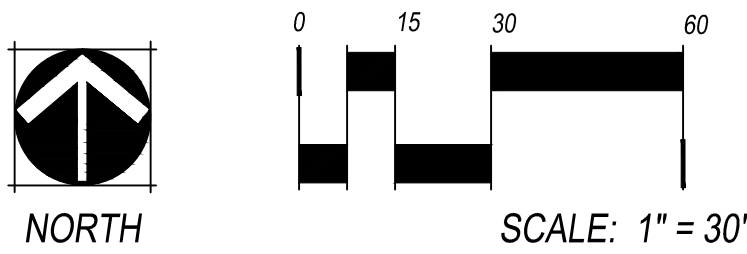
DIGITAL GLOBE
MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:
DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

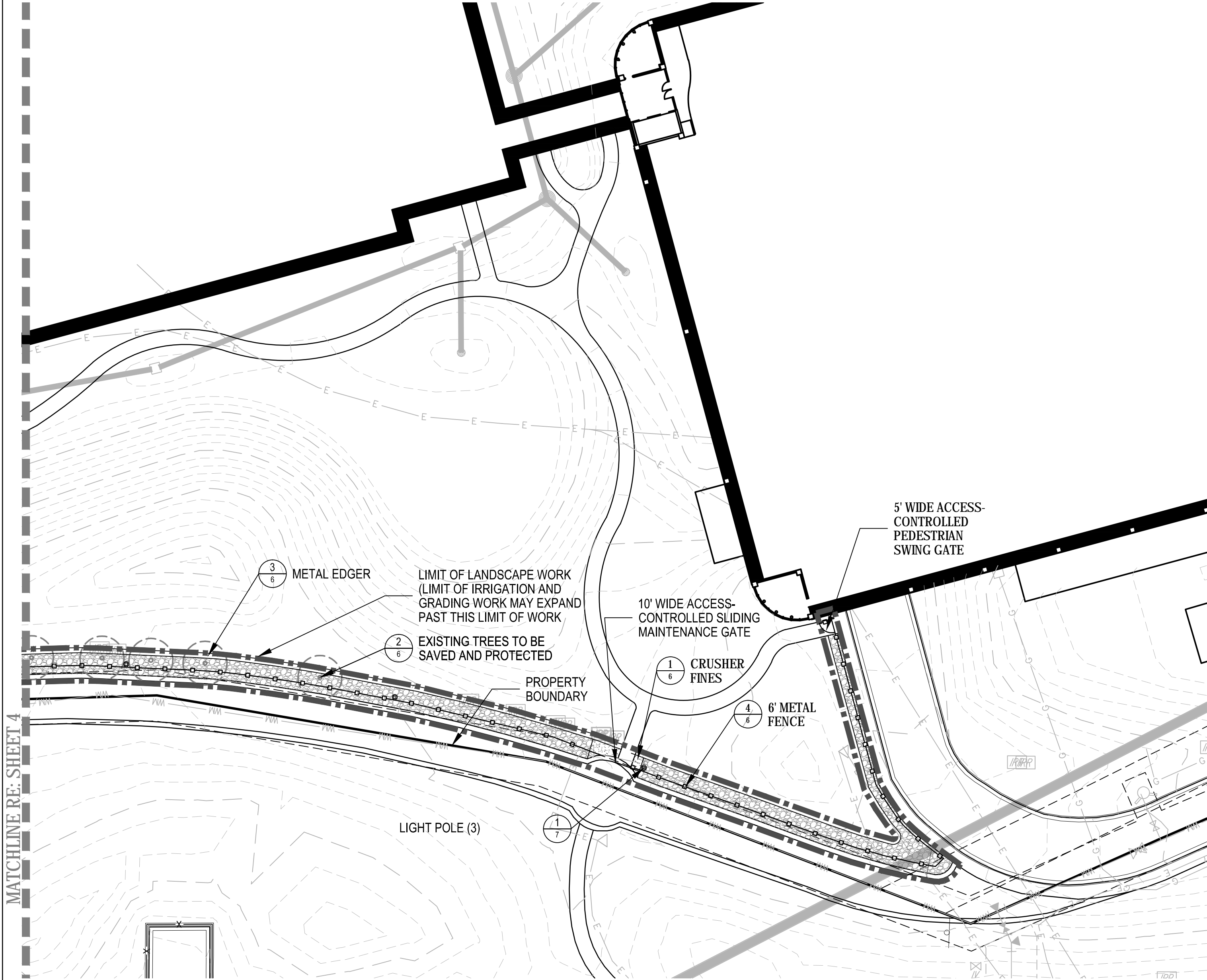
DATE:
10/20/17: ODP-01

SHEET TITLE:
**LANDSCAPE
PLAN**



LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- 4-8" RIVER ROCK COBBLE
- CRUSHER FINES
- 6' METAL FENCE
- METAL EDGER
- LIMIT OF WORK
- LIGHT POLE



MATCHLINE RE: SHEET 4

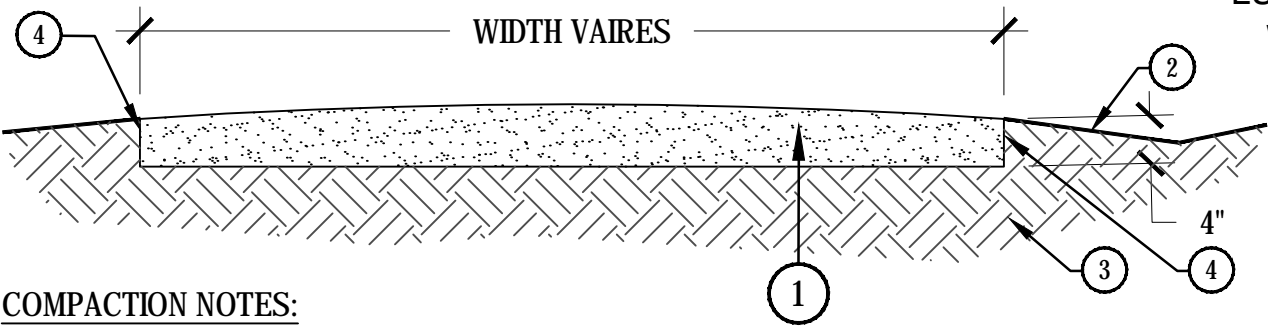


Know what's below.
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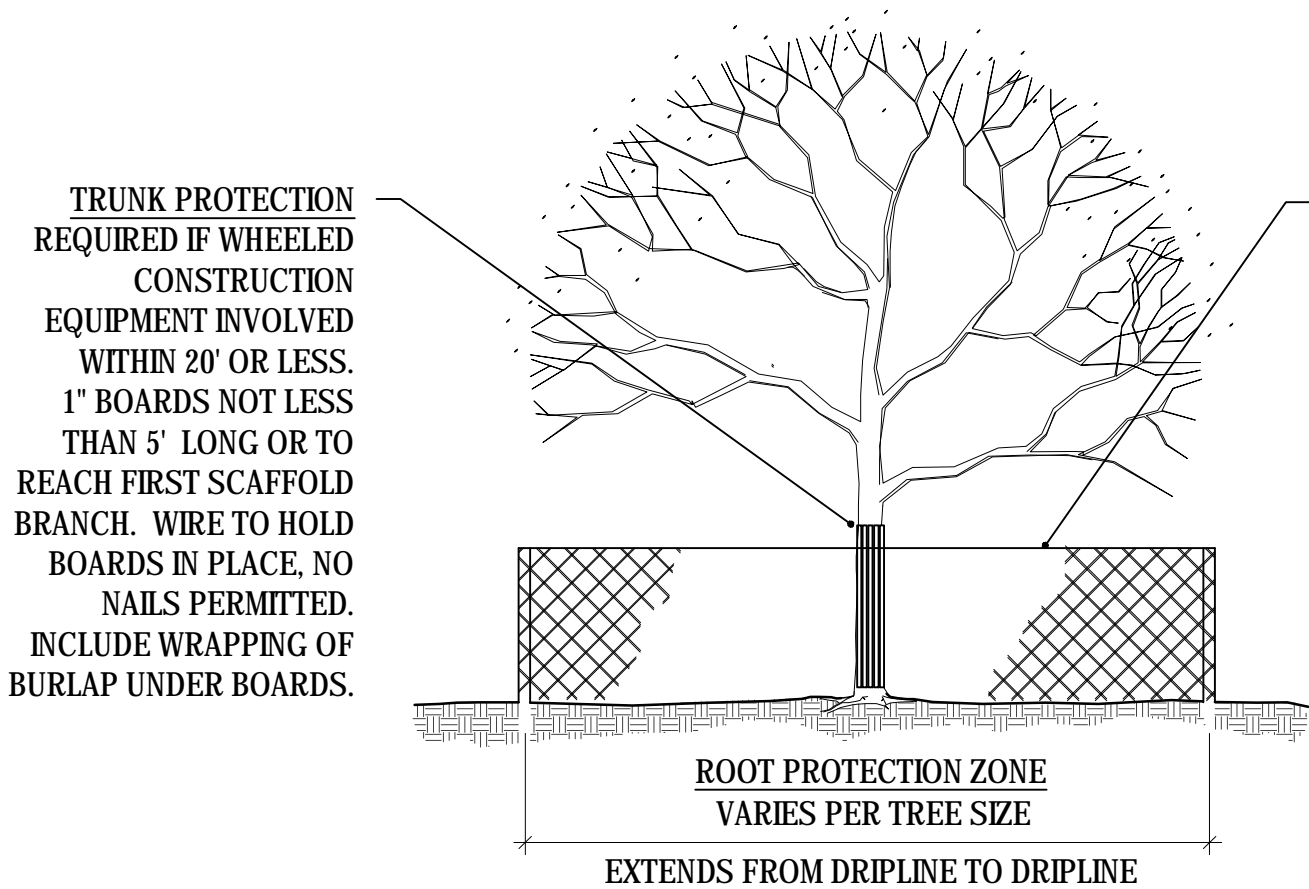
COMPACTION NOTES:

1. COMPACT WET FOR BEST RESULTS.
2. USE A SMALL (4') RIDING ROLLER TO COMPACT
3. CROWN TRAIL IN FLAT AREAS (AS SHOWN).
4. CROSS-SLOPE TRAIL AT 1-2% WITH GRADE WHERE TOPOGRAPHY DICTATES.

- 1 COMPACTED CRUSHER FINES
- 2 SLOPE ADJACENT GRADE AWAY
- 3 COMPACTED SUBGRADE
- 4 4" STEEL EDGER

1 CRUSHER FINES DETAIL

SCALE: 3/4" = 1'-0"



BRANCH PROTECTION
PROTECT LOWER
BRANCHES OF TREE
CANOPY. PROVIDE
CONSTRUCTION FENCING
OR EQUAL AT DRIPLINE
(MIN.)

PLACE SIGNS:

KEEP OUT
TREE PROTECTION
AREA

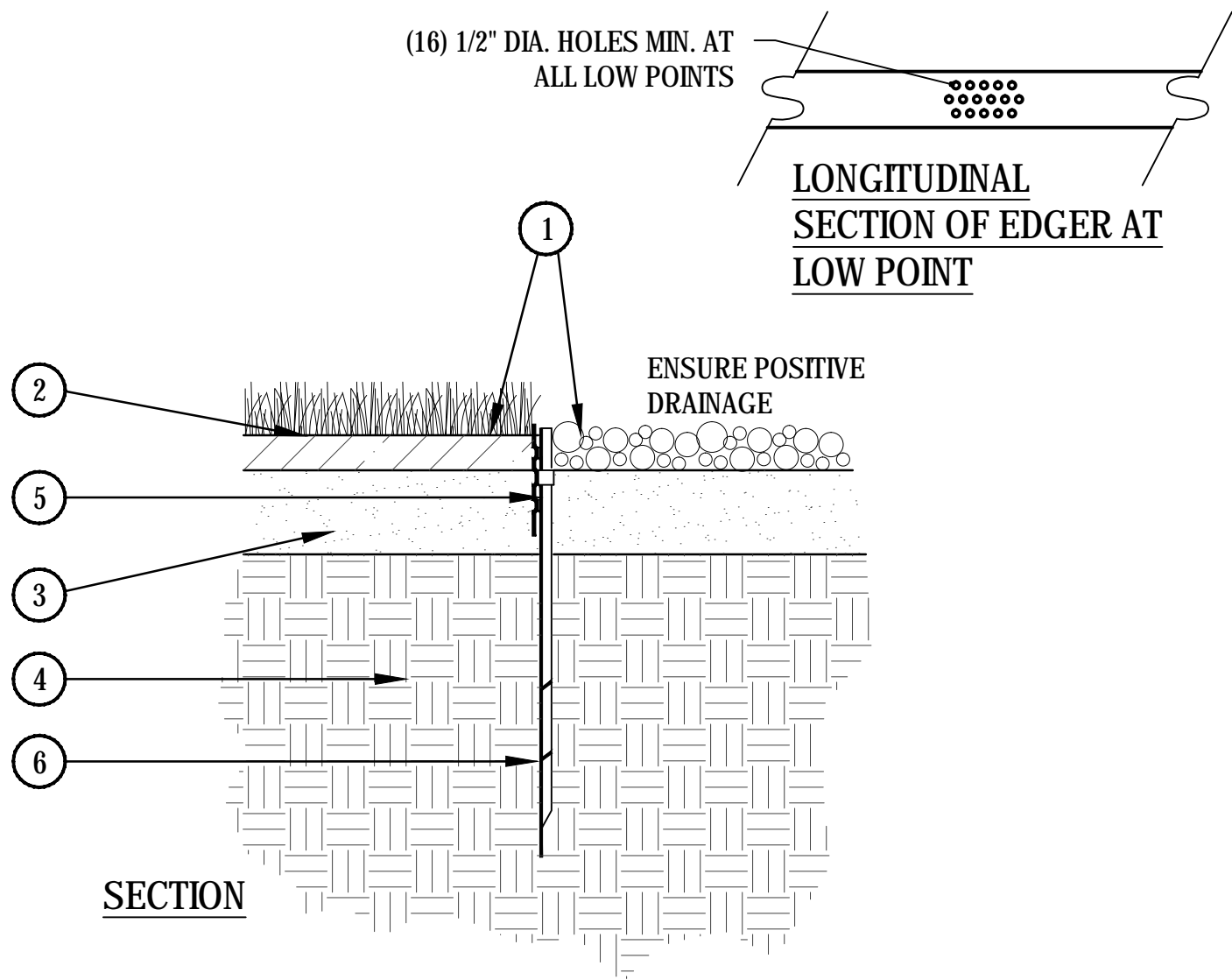
EVERY 50' ATTACHED TO FENCING

TREE PROTECTION NOTES

1. ALL TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
2. TREES AND SHRUBS TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
3. TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE OR SHRUB TRUNK, WHICHEVER IS GREATER.
4. TREE AND SHRUB ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
5. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
6. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
7. WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
8. AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
9. FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.
13. REFER TO PLANS FOR FENCE STAKING LOCATIONS.

2 TREE AND SHRUB PROTECTION

SCALE: 1/8" = 1'-0"



FINISHED GRADE - TOP OF SOD
THATCH LAYER AND TOP OF
MULCH OR CRUSHER FINES
SHALL BE FLUSH WITH TOP OF
EDGER

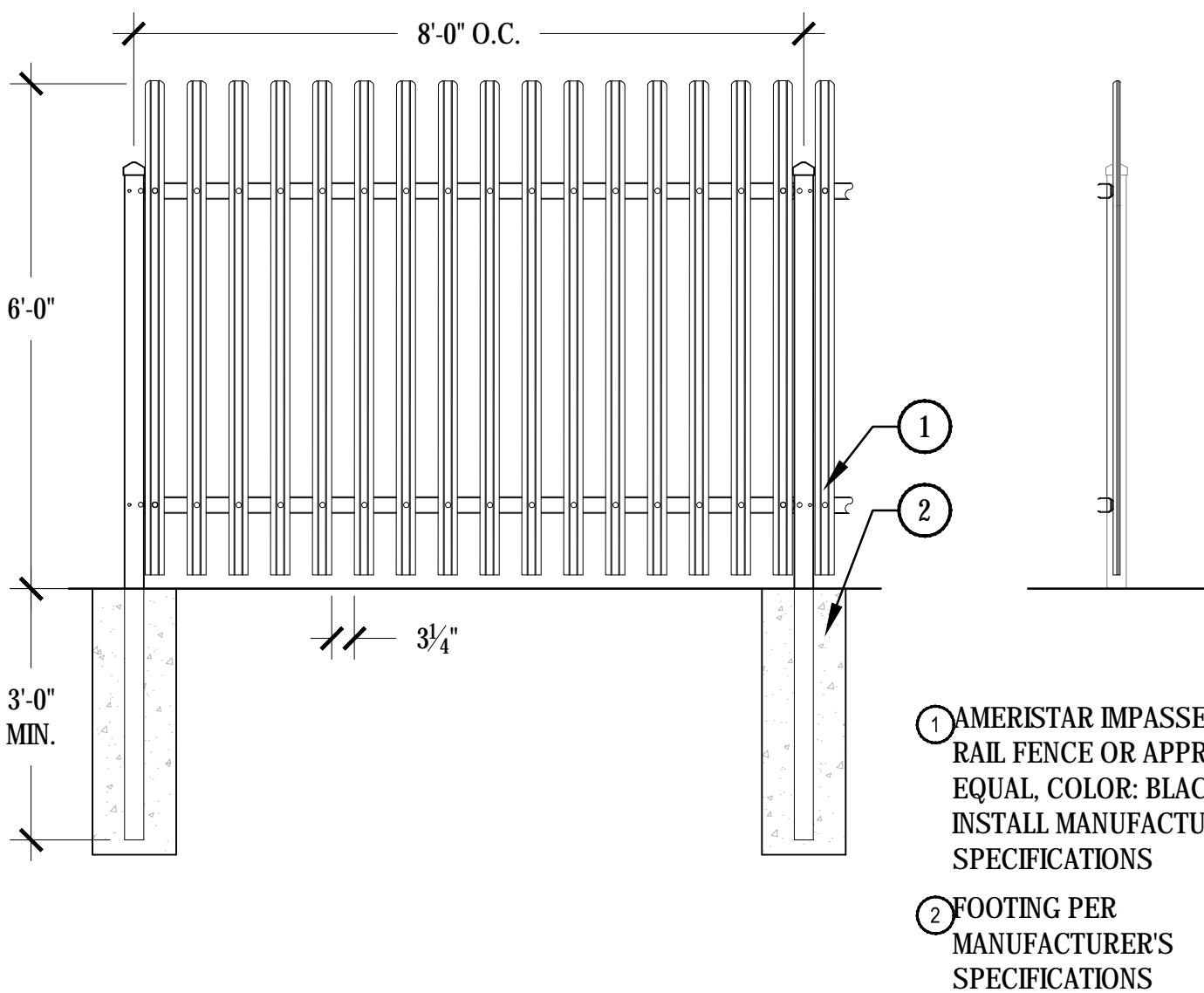
- 1 TURF THATCH
- 2 AMENDED SOIL PER
SPECIFICATIONS
- 3 SUBGRADE

STEEL EDGER - DRILL (16) 1/2" DIA.
HOLES 1" O.C. MIN. AT ALL LOW
POINTS OR POORLY DRAINING
AREAS IN ORDER TO ENSURE
ADEQUATE DRAINAGE

- 6 EDGER STAKE

NOTES:

1. THERE SHALL BE NO EXPOSED SHARP / JAGGED EDGES.
2. CONTRACTOR SHALL INSTALL STAKES AS REQUIRED BY THE MANUFACTURER.



- 1 AMERISTAR IMPASSE II 2
RAIL FENCE OR APPROVED
EQUAL, COLOR: BLACK,
INSTALL MANUFACTURER'S
SPECIFICATIONS
- 2 FOOTING PER
MANUFACTURER'S
SPECIFICATIONS

3 STEEL EDGER

SCALE: 1" = 1'-0"

4 6' METAL FENCE

SCALE: 1/2" = 1'-0"

NOT FOR CONSTRUCTION

MINOR OFFICIAL DEVELOPMENT PLAN AMENDMENT

DIGITAL GLOBE

LUCENT TECHNOLOGIES FIRST REPLAT LOT 1B IN THE CITY OF WESTMINSTER, COUNTY OF ADAMS, STATE OF COLORADO

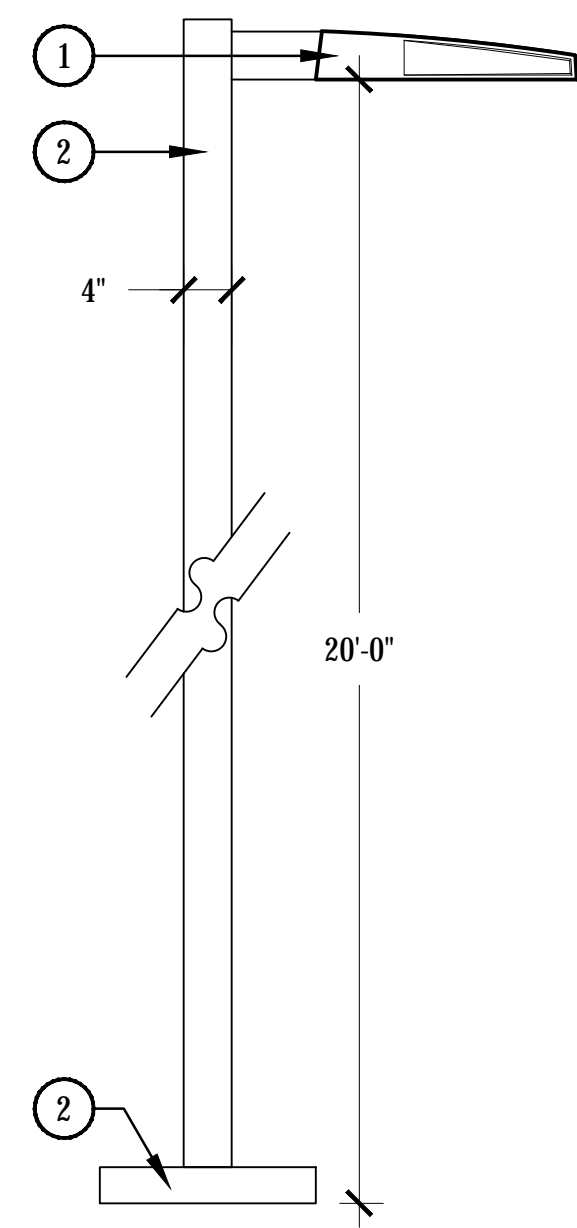
SHEET 7 OF 7



Know what's below.
Call before you dig.

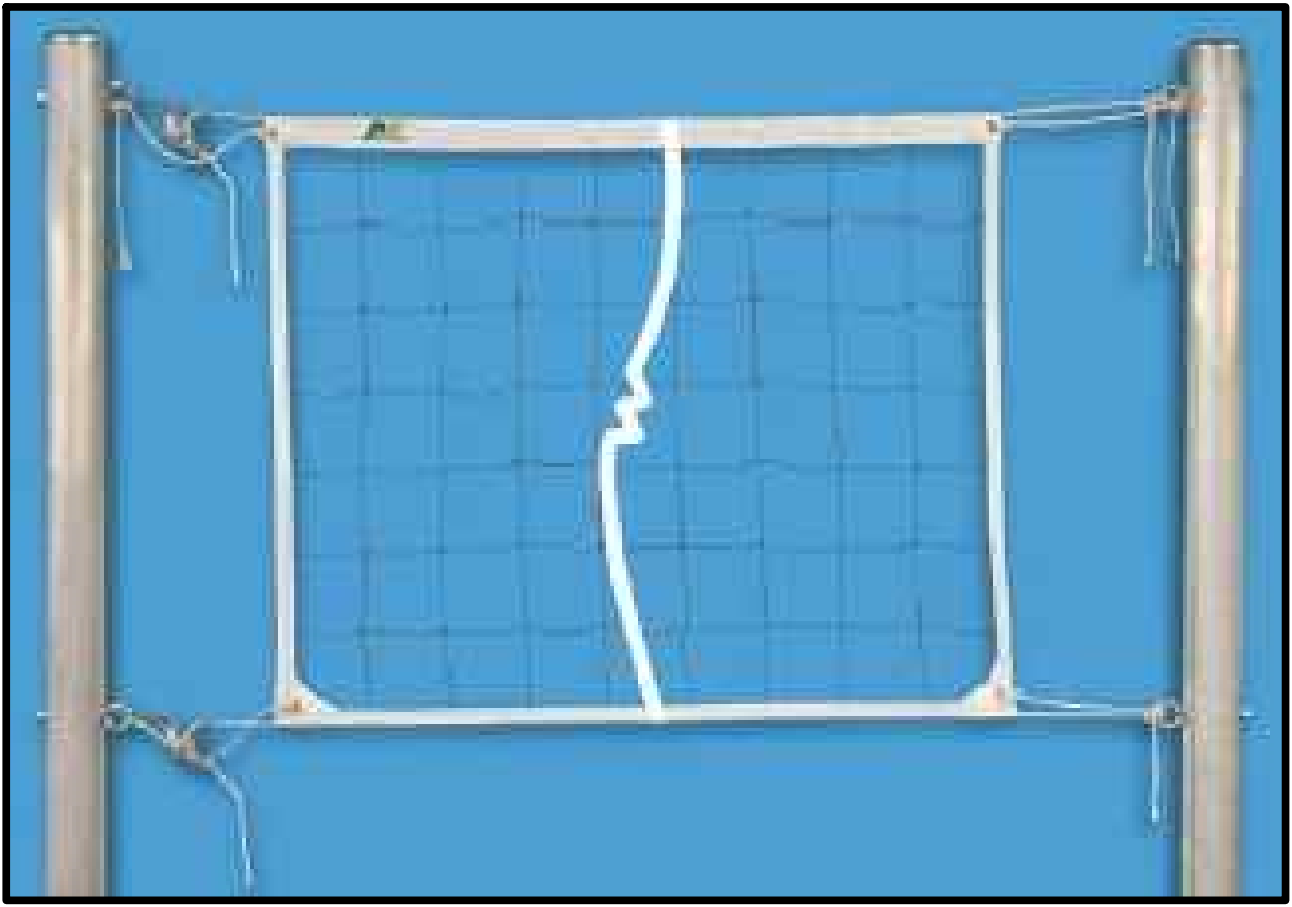


1101 Bannock Street
Denver, Colorado 80204
P 303.892.1166
F 303.892.1186



- ① GALLEON LED LIGHT FIXTURE BY EATON OR APPROVED EQUAL. 120-277V, TYPE III DISTRIBUTION, ADJUSTABLE ARM DIRECT POLE MOUNT, COLOR: BRONZE
- ② SQUARE STRAIGHT STEEL LIGHT POLE BY EATON OR APPROVED EQUAL, 4" SHAFT, 20' MOUNTING HEIGHT, SINGLE ARM MOUNT, COLOR: DARK BRONZE
- ③ LIGHT BASE PER MANUFACTURER'S SPECIFICATIONS

NOTE: STRUCTURAL DESIGN BY OTHERS.



- ① COMPETITION POSTS WITH FIXED EYES & ROPE CLAMPS AND COMPETITION VOLLEYBALL NET BY PW ATHLETIC MFG. CO., AS SUPPLIED BY RECREATION PLUS, CONTACT MIRIAM HOOTENSTEIN, 303-278-1455, OR APPROVED EQUAL
- ② NET TO BE MODEL#8362-20 (32' LENGTH), ALUMINUM COMPETITION POST MODEL #22-16-00A - POWDER COAT COLOR: BLACK.
- ③ INSTALL PER MANUFACTURER SPECIFICATIONS

1

LIGHT POLE

SCALE: 3/4" = 1'-0"

2

VOLLEYBALL NET

NOT TO SCALE

DIGITAL GLOBE

MINOR ODP AMENDMENT
WESTMINSTER, CO

OWNER:
DIGITAL GLOBE
1300 W. 120TH AVE
WESTMINSTER, CO 80234
PHONE: 303-684-400

CHECKED BY: BH
DRAWN BY: JB

DATE:
10/20/17: ODP-01

SHEET TITLE:
LANDSCAPE
DETAILS

NOT FOR CONSTRUCTION



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING CHRISTINE BALDERSON TO THE LOCAL EMERGENCY
PLANNING COMMITTEE AS A PUBLIC SECTOR REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Local Emergency Planning Committee; and,

WHEREAS, Christine Balderson has expressed an interest in serving on the Local Emergency Planning Committee; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Christine Balderson to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Christine Balderson shall be appointed as a member of the Local Emergency Planning Committee as a public sector representative for the term as listed below:

Christine Balderson

Term Expires
Jan 30, 2018



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING CARLOS BRIANO TO THE ADAMS COUNTY
FOUNDATION

WHEREAS, a vacancy currently exists for a member for the Adams County Foundation; and,

WHEREAS, Carlos Briano has expressed an interest in serving on the Adams County Foundation; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Carlos Briano to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Carlos Briano shall be appointed as a member of the Adams County Foundation for the term as listed below:

Carlos Briano

Term Expires
Jan 30, 2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING GLENN PLAGENS TO THE WORKFORCE DEVELOPMENT
BOARD AS AN ADULT EDUCATION REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Glenn Plagens has expressed an interest in serving on the Workforce Development
Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified;
and,

WHEREAS, the Board of County Commissioners selected Glenn Plagens to fill this vacancy as
an Adult Education Representative.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Glenn Plagens shall be appointed as a member of the Workforce
Development Board as an Adult Education Representative for the term as listed below:

Glenn Plagens

Term Expires
Jan 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING JANET RENDEN TO THE WORKFORCE DEVELOPMENT
BOARD AS AN ADULT EDUCATION REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Janet Renden has expressed an interest in serving on the Workforce Development
Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified;
and,

WHEREAS, the Board of County Commissioners selected Janet Renden to fill this vacancy as
an Adult Education Representative.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Janet Renden shall be appointed as a member of the Workforce
Development Board as an Adult Education Representative for the term as listed below:

Janet Renden

Term Expires
Jan 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING WILLIAM TOTTEN TO THE FRONT RANGE AIRPORT
ADVISORY BOARD AS A TENANT REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Front Range Airport Advisory Board; and,

WHEREAS, William Totten has expressed an interest in serving on the Front Range Airport Advisory Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected William Totten to fill this vacancy as a tenant representative.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that William Totten shall be appointed as a member of the Front Range Airport Advisory Board as a tenant representative for the term as listed below:

William Totten

Term Expires
Jan 30, 2022



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING JESSICA TROY TO THE CULTURAL COUNCIL

WHEREAS, a vacancy currently exists for a member for the Cultural Council; and,

WHEREAS, Jessica Troy has expressed an interest in serving on the Cultural Council; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified;
and,

WHEREAS, the Board of County Commissioners selected Jessica Troy to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jessica Troy shall be appointed as a member of the Cultural Council for the term as listed below:

Jessica Troy

Term Expires
Jan 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Boards and Commissions Appointments
FROM: Katie Burczek, Executive Assistant to the BoCC
AGENCY/DEPARTMENT: BoCC
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Appoint the below board members to their respective boards.

BACKGROUND:

Boards and Commissions Appointments as discussed by BoCC for the following:

Janet Renden	Workforce Development Board
Glenn Plagens	Workforce Development Board
Michael Williams	Workforce Development Board
Christine Balderson	Local Emergency Planning Committee
Carlos Briano	Adams County Foundation
Jessica Troy	Cultural Council
William Totten	Front Range Airport Advisory Board

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

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:			

	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:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING MICHAEL WILLIAMS TO THE WORKFORCE
DEVELOPMENT BOARD AS A LABOR REPRESENTATIVE

WHEREAS, a vacancy currently exists for a member for the Workforce Development Board;
and,

WHEREAS, Michael Williams has expressed an interest in serving on the Workforce
Development Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified;
and,

WHEREAS, the Board of County Commissioners selected Michael Williams to fill this vacancy
as a Labor Representative.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that Michael Williams shall be appointed as a member of the
Workforce Development Board as a Labor Representative for the term as listed below:

Michael Williams

Term Expires
Jan 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Adams County Education Consortium (ACEC) Contract
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON January 30, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves an agreement between Adams County and Adams County Education Consortium for Professional Services.

BACKGROUND:

The Adams County Scholarship Fund was established in order to address the needs of low-income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative (COSI) would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps.

The Board of Adams County Commissioners identified Adams County Education Consortium (ACEC) as the Fiscal Agent. ACEC will be responsible for administering the Adams County Scholarship Fund and the COSI grant by working with the seven (7) school districts in Adams County. ACEC will follow the guidelines outlined in the COSI grant and provide scholarship opportunities to eligible Adams County graduates.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium

ATTACHED DOCUMENTS:

Resolution
Professional Services Agreement

FISCAL IMPACT:

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

Fund: 1**Cost Center: 9252**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$1,000,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$1,000,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$524,008
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>\$524,008</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY
EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

WHEREAS, Adams County is seeking professional services to support and develop the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative to provide scholarships to low-income students, promote student support services, graduate students with less debt, and provide a livable wage to students entering the workforce; and,

WHEREAS, Adams County Education Consortium agrees to provide these services to the County in the amount not to exceed \$524,008.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Adams County Education Consortium for Professional Services, a copy of which is attached hereto, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to sign said Agreement on behalf of Adams County.

AGREEMENT BETWEEN ADAMS COUNTY AND ADAMS COUNTY EDUCATION CONSORTIUM FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Adams County Education Consortium, located 12200 Pecos Street, Suite 100, Westminster, CO 80234, hereinafter referred to as "ACEC". The County and ACEC may be collectively referred to herein as the "Parties". The County and ACEC for the consideration herein set forth, agree as follows:

1. SERVICES OF ACEC

- 1.1 ACEC shall provide services to the County in the support and development of the Adams County Scholarship Fund through the Colorado Opportunity Scholarship Initiative. The services provided by ACEC shall include the following:
- 1.2 ACEC will act as the fiscal agent for the County to administer the Colorado Opportunity Scholarship Initiative Grant.
- 1.3 ACEC will be solely responsible for complying with all state requirements in administering the grant.
 - 1.3.1 Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
 - 1.3.2 Funds may only be used for students attending Colorado public institutions of higher education.
 - 1.3.3 Funds may only be used for Colorado residents.
 - 1.3.4 ACEC shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audit of this program will be conducted by the ACEC as a part of its regular audits.
 - 1.3.5 ACEC will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.

2. RESPONSIBILITIES OF THE COUNTY

- 2.1 The County shall partner with ACEC to provide information as necessary or requested by ACEC to enable ACEC's performance under this agreement. The Deputy County Manager of External Services shall serve as the primary liaison to ACEC.

3. TERM

- 3.1 Term of agreement: The services to be performed by ACEC under this Agreement shall be commenced on the __ of __ 2018 and shall be terminated on the __ of ____ 2022, inclusive, unless previously terminated by either party pursuant to the provisions in Section 9.

4. PAYMENT AND FEE SCHEDULE

- 4.1 Payment and Fee Schedule: The County shall pay ACEC a total of Five Hundred Twenty-four thousand and eight dollars (\$524,008), of which twenty six thousand two hundred dollars and forty cents (\$26,200.40) will be used for the administrative costs associated with managing the grant. The remaining balance of four hundred ninety seven thousand eight hundred and seven dollars and sixty cents (\$497,807.60) will be used to award two-to-four (2-4) years scholarships.
- 4.2 Payment for the entire \$524,008 shall be made by County within thirty days of County receiving an invoice from ACEC.
- 4.3 The consideration set forth in Paragraph 4.1, above, shall constitute the total consideration paid by the County to ACEC for services provided and the expenditures incurred by ACEC in the performance of this Agreement.

4.4 If at any time this Agreement is terminated by either party pursuant to the provisions of Article 9 hereof, any unspent funds shall be returned to the County within ten (10) days of said termination.

4.5 ACEC acknowledges and agrees that any monies not encumbered or benefits not used in the direct furtherance of the purposes of this Agreement at the end of the term set forth shall no longer be available to ACEC except by further written agreement. Unless a subsequent agreement with the County is reached, any County funds not used in the furtherance of this Agreement shall be returned to the County on or before sixty (6) days after the expiration of this Agreement.

5. **INDEPENDENT CONTRACTOR** In providing services under this Agreement, ACEC acts as an independent contractor and not as an employee of the County. ACEC shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of ACEC shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. **ACEC, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, ACEC understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. ACEC further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1 ACEC shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. ACEC agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1 ACEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** ACEC agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the ACEC's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** ACEC agrees to maintain insurance of the following types and amounts:

8.1 **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- | | | |
|-----|--------------------|-------------|
| i. | Each Occurrence: | \$1,000,000 |
| ii. | General Aggregate: | \$2,000,000 |

8.2 Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1 Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2 Personal Injury Protection: Per Colorado Statutes

8.3 Workers' Compensation Insurance: Per Colorado Statutes

8.4 Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1 Each Occurrence: \$1,000,000

8.4.2 This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5 Adams County as "Additional Insured": ACEC's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1 Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of ACEC.

8.5.2 The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3 Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of ACEC.

8.6 Licensed Insurers: All insurers of ACEC must be licensed or approved to do business in the State of Colorado. Upon failure of ACEC to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of ACEC in obtaining and/or maintaining any required insurance shall not relieve ACEC from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of ACEC concerning indemnification.

8.7 Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8 Proof of Insurance: At any time during the term of this Agreement, the County may require ACEC to provide proof of the insurance coverage or policies required under this Agreement.

9 TERMINATION:

9.1 For Cause: If, through any cause, ACEC fails to fulfill its obligations under this Agreement in a timely and proper manner, or if ACEC violates any of the covenants, conditions, or stipulations

of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to ACEC of such termination and specifying the effective date thereof.

9.2 For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, ACEC will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services ACEC was to perform under this Agreement, less payments previously made to ACEC under this Agreement.

10 MUTUAL UNDERSTANDINGS:

10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

10.2 Compliance with Laws: During the performance of this Agreement, ACEC agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. ACEC warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, ACEC expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3 OSHA: ACEC shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4 Record Retention: ACEC shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5 Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ACEC without the prior written consent of the County.

10.6 Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7 Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental

restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8 **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County
Contact: Raymond H. Gonzales
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton CO 80601
Phone: 720-523-6829
E-mail: rgonzales@adcogov.org

Department: Adams County Purchasing
Contact: Kim Roland
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6057
E-mail: kroland@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116
E-mail: hmiller@adcogov.org

Contractor: Adams County Education Consortium
Contact: Chuck Gross
Address: 12200 Pecos Street, Suite 100
City, State, Zip: Westminster, CO 80234
Phone: 303-453-8515
E-mail: cgross@adamscountyed.com

10.9 **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10 **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11 **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11 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 May 13, 2008, ACEC shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1 ACEC 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.
- 11.2 ACEC shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3 ACEC shall not enter into a contract with a subcontractor that fails to certify to ACEC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4 At the time of signing this public contract for services, ACEC 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.
- 11.5 ACEC 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.
- 11.6 If ACEC obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, ACEC shall: notify the subcontractor and the County within three (3) days that ACEC 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 ACEC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7 ACEC 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).

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

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Chairman

Date

Adams County Education Consortium


Signature

6/15/2018
Date

CHUCK GROSS
Printed Name

Executive Director
Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Adams County Scholarship Fund
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON January 30, 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 between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J regarding the Adams County Scholarship Fund.

BACKGROUND:

The Adams County Scholarship Fund was established in order to address the needs of low income students facing multiple barriers to completing post-secondary education. Each school district and school district foundation has a unique scholarship program that will help increase post-secondary credential completion and assist students to earn a livable wage.

The scholarship programs are customized to the needs of each school district. This allows each school district to help reduce the attainment gap amongst minority students. The Colorado Opportunity Scholarship Initiative would create a life changing opportunity for the students who receive the scholarships and impact their entire extended family as well as the generations that follow in their footsteps. The purpose of the Memorandum of Understanding is to outline the roles and responsibilities of the partner agencies involved.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Education Consortium
Adams 14 Education Foundation
School District 27J
Mapleton Education Foundation
Westminster Public Schools Foundation
Strasburg 31J
Adams 12 Five Star Schools

ATTACHED DOCUMENTS:

Memorandum of Understanding
Resolution

FISCAL IMPACT:

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

Fund: 1**Cost Center: 9252**

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5047		\$1,000,000
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$1,000,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8810		\$524,008
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>\$524,008</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.

Resolution 2018

WHEREAS, Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J (the Parties), are in agreement to work together to enhance the opportunity for students within Adams County to enter into post-secondary education; and,

WHEREAS, the Adams County Education Consortium has been awarded a Colorado Opportunity Scholarship Initiative Grant from the State of Colorado Department of Higher Education; and,

WHEREAS, the Parties wish to enter into the attached Memorandum of Understanding which outlines how the grant funds are to be used and distributed between the Parties in order to provide services to the students of Adams County.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between Adams County, Adams County Education Consortium, Adams 14 Education Foundation, School District 27J, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools, and Bennett School District 29J, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Memorandum of Understanding on behalf of Adams County.

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered this _ day of ____, 2018, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601; Adams County Education Consortium, located at 1220 Pecos St. #100, Westminster, CO 80234; Adams 14 Education Foundation, located at 5291 E 60th Ave., Commerce City, CO 80022; School District 27J located at 18551 E 160th Ave., Brighton, CO 80601; Mapleton Education Foundation located at 9291 Clayton St., Thornton, CO 80229; Westminster Public Schools Foundation, located at 7002 Raleigh St., Westminster, CO 80030; Strasburg 31J, located at 56729 E. Colorado Ave., Strasburg, CO 80136; Adams 12 Five Star Schools, located at 1500 E. 128th Ave., Thornton, CO 80241; and Bennett School District 29J, located at 610 7th Street, Bennett, CO 80102.

WHEREAS, Adams County, Adams County Education Consortium and school districts are in an agreement to enhance the opportunity for students within Adams County to enter into post-secondary education.

WHEREAS, Adams County has selected Adams County Education Consortium to be the fiscal agent responsible for the Colorado Opportunity Scholarship Initiative grant; and,

WHEREAS, in its capacity as fiscal agent for Adams County, Adams County Education Consortium submitted an application for the State of Colorado's, Department of Higher Education, Colorado Opportunity Scholarship Initiative grant ("Grant"); and,


WHEREAS, Adams County Education Consortium was awarded \$1,048,016.00 to disperse between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J, in accordance with the funding allocation set forth by the Grant; and,

NOW, THEREFORE, the parties mutually agree as follows:

1. Adams County Education Consortium shall continue to act as the applicant and fiscal agent for the funds received pursuant to the Grant and shall be solely responsible for complying with all state requirements in administering the Grant funds.
2. Adams County Education Consortium allotment under the Grant is \$26,200.40 to be used to administer the Grant program between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, District 50 Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett 29J.
3. Adams County Education Consortium will be required to have sub grantee agreements between the following sub grantees:

- a. Adams 14 Education Foundation allotment under the Grant is \$151,048.92 to be used for the Adams County Scholarship Fund.
 - b. School District 27J allotment under the Grant is \$154,658.80 to be used for the Adams County Scholarship Fund.
 - c. Mapleton Education Foundation allotment under the Grant is \$120,067.34 to be used for the Adams County Scholarship Fund.
 - d. Westminster Public Schools Foundation allotment under the Grant is \$161,567.09 to be used for the Adams County Scholarship Fund.
 - e. Strasburg 31J allotment under the Grant is \$9,874.84 to be used for the Adams County Scholarship Fund.
 - f. Adams 12 Five Star Schools allotment under the Grant is \$415,641.37 to be used for the Adams County Scholarship Fund.
 - g. Bennett 29J allotment under the Grant is \$8,957.24 to be used for the Adams County Scholarship Fund.
4. Grant Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
5. Grant Funds may only be used for students attending Colorado public institutions of higher education.
6. Adams County Education Consortium shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
7. The Sub grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.
8. The term of this MOU shall be for the entire term of the Grant award period, which lasts until the grant funding has been spent.
9. In providing services under this MOU, the Adams County Education Consortium acts as an independent contractor and not as an employee of Adams County. The Consortium shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the Consortium shall be deemed to be an employee, agent, or servant of Adams County because of the performance of any services or work under this MOU. The Consortium, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consortium understands that it and its employees and servants are not entitled to workers' compensation benefits from Adams County. The Consortium further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**


MAPLETON EDUCATION FOUNDATION


Executive Director


WESTMINSTER PUBLIC SCHOOLS FOUNDATION


Executive Director

STRASBURG 31J


Superintendent

ADAMS 12 FIVE STAR SCHOOLS


Superintendent

BENNETT 29J


Superintendent

IN WITNESS WHEREOF, the parties have executed the within MOU as of the date appearing at the beginning of this MOU.

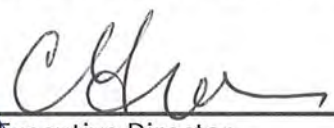
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

Approved to Form:

Adams County Attorney's Office

ADAMS COUNTY EDUCATION CONSORTIUM



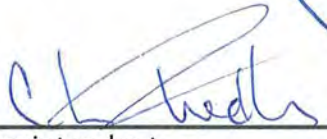
Executive Director

ADAMS 14 EDUCATION FOUNDATION



Executive Director

SCHOOL DISTRICT 27J



Superintendent



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Engineering Services for Lowell Boulevard Improvements Project from Clear Creek to West 62 nd Avenue
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Four to extend the agreement with Huitt-Zollars Inc., for engineering design services.

BACKGROUND:

Adams County awarded a contract to Huitt-Zollars Inc., on October 31, 2011, to provide Engineering Design Services for the Lowell Boulevard Improvements Project between Clear Creek and West 62nd Avenue. Three previous amendments to the contract were approved by the Board of County Commissioners.

Huitt-Zollars Inc., is in need of additional time for post design services, which include; reviewing and responding to questions, reviewing shop drawings, and preparing as-built drawings for construction. The cost for the post design services was approved in the original contract award, so there is no additional cost associated with this extension.

The Public Works Department is requesting the agreement with Huitt-Zollars Inc., be extended through December 31, 2019.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 13**Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	3056.9135	3056.1503	\$3,511,957
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$3,511,957</u>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND HUITT-ZOLLARS INC., FOR ENGINEERING DESIGN
SERVICES

WHEREAS, Huitt-Zollars Inc., was awarded a contract on October 31, 2011, to provide Engineering Design Services for the Lowell Boulevard Improvements Project between Clear Creek and West 62nd Avenue; and,

WHEREAS, the Public Works Department wishes to extend the term of the agreement through December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Four to the Agreement between Adams County and Huitt-Zollars Inc., for Engineering Services be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Renewal of Employee Benefits Brokerage Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Human Resources Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Two to the Agreement with Hays Companies for employee benefits brokerage services.

BACKGROUND:

In September 2015, Adams County began a new benefits philosophy that included a full integration of preventive care and wellness for its employees with the opening of the onsite health clinics and fitness centers in the Government Center and the Human Services Center. As part of this new direction in managing healthcare costs, the data suggested that increased employee wellness leads to higher productivity and quality of life. Adams County was seeking an Employee Benefits Broker that could manage healthcare premium increases in a way that was sustainable with a specific focus on analytical data from onsite health clinics and the County's current healthcare providers.

In July 2016, an agreement was awarded to Hays Companies to provide Employee Benefits Brokerage Services for Adams County. The original agreement allows for two additional one year renewal options, this is the second and final option. The recommendation is to approve Amendment Two to renew the agreement with Hays Companies in the not to exceed amount of \$115,000.00 for a total contract value of \$345,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Resources Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 00019**Cost Center:** 8622

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7635		\$115,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$115,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT
BETWEEN ADAMS COUNTY AND HAYS COMPANIES
FOR EMPLOYEE BENEFITS BROKERAGE SERVICES

WHEREAS, in July 2016, the Board of County Commissioners approved the agreement for employee benefits brokerage services with Hays Companies; and,

WHEREAS, the agreement allowed for two additional one year renewal options and the Human Resources Department wishes to renew the agreement with Hays Companies for one additional year; and,

WHEREAS, Hays Companies has agreed to perform these services in the not to exceed amount of \$115,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the agreement between Adams County and Hays Companies for the employee benefits brokerage services be approved.

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



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Photography Pieces for the Pete Mirelez Human Services Center
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Office of Cultural Affairs
HEARD AT STUDY SESSION ON: April 17, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves an agreement with Vaswig Photography, Inc., to provide photography pieces for the Pete Mirelez Human Services Center.

BACKGROUND:

The Adams County Visual Arts Commission (ACVAC) solicited local artists through Café Services to provide artwork for the Pete Mirelez Human Services Center. Along with the ACVAC, County staff from Human Services, Facilities and Purchasing were included in the project to ensure the needs of the building were met while fulfilling Purchasing Policies and Procedures.

Ten (10) proposals were received and evaluated. The top five (5) were brought in for final interviews. The Adams County Visual Arts Commission recommends awarding Vaswig Photography, Inc., to provide photography pieces to the Pete Mirelez Human Services Center, in the not to exceed amount of \$185,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Visual Arts Commission
Office of Cultural Affairs
Human Services Department
Fleet and Facilities Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 0004**Cost Center:** 3128

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	31281401	\$1,335,862
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$1,335,862

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

The Board of County Commissioners approved in Resolution 2016-244 a dedicated funding stream of ½ of 1% of the total cost of construction on any new County-owned building.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND
VASWIG PHOTOGRAPHY, INC., FOR THE CREATION AND DELIVERY OF
PHOTOGRAPHY PIECES FOR THE ADAMS COUNTY PETE MIRELEZ
HUMAN SERVICES CENTER

WHEREAS, Vaswig Photography, Inc., submitted a proposal on October 31, 2017 to create and deliver photography pieces for the Adams County Pete Mirelez Human Services Center; and,

WHEREAS, after a thorough evaluation it was deemed that Vaswig Photography, Inc., was the recommended artist; and,

WHEREAS, Vaswig Photography, Inc., agrees to create and deliver photography pieces for the Adams County Pete Mirelez Human Services Center in the not to exceed amount of \$185,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Vaswig Photography, Inc., to create and deliver photography pieces be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign the agreement with Vaswig Photography, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: June 26, 2018
SUBJECT: Portable Wall Training System
FROM: Raymond H. Gonzales, County Manager; Alisha Reis, Deputy County Manager; Benjamin Dahlman, Finance Director; Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Sheriff's Office
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 proposal award to RFD Beaufort Inc., (Survitec) to provide a Portable Wall System for the Flatrock Training Facility.

BACKGROUND:

The Adams County Sheriff's Office Flatrock Training Division requires a portable wall system to assist in real-life scenario training. The portable wall system provides scenario-based training with several key features that include the durability to withstand simunition rounds from a handgun or rifle, interchangeability and mobility for interior layouts, and multiple configurations that supports the weight of an officer moving through windows or climbing over walls.

A formal Request for Proposal (RFP) was solicited on April 16, 2018, utilizing Rocky Mountain E-Purchasing (BidNet). The County received one (1) proposal on May 3, 2018, from the following firm:

Firm Name	Overall Submitted Bid Total
RFD Beaufort Inc. (Survitec)	\$126,504.06

After a thorough review of the submitted proposal, staff deemed that RFD Beaufort Inc., (Survitec) met the requirements set forth in the RFP and was within the budgeted amount.

Staff recommends a Purchase Order be awarded to RFD Beaufort Inc., (Survitec) in the not to exceed amount of \$126,504.06.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Sheriff's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 00050 – FLATROCK Facility Fund

Cost Center: 2092

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9170	20921801	\$145,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:	9170	20921801	\$145,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY AND
RFD BEAUFORT INC., (SURVITEC) FOR A PORTABLE WALL TRAINING SYSTEM

WHEREAS, RFD Beaufort Inc., (Survitec) submitted a proposal for the Adams County Sheriff's Office; and,

WHEREAS, RFD Beaufort Inc., (Survitec) is deemed a responsive and responsible proposer and has agreed to provide the portable wall training system in the not to exceed amount of \$126,504.06.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order to RFD Beaufort Inc., (Survitec) for a portable wall training system be approved.

BE IT FURTHER RESOLVED that the Purchasing Division is hereby authorized to sign the Purchase Order with RFD Beaufort Inc., (Survitec).