

TUESDAY STAFF BRIEFINGS

August 2, 2016

****Please Note Briefings Will Begin Immediately Following Hearings****

All items on this agenda are scheduled for immediately following Hearings and will normally be considered in the order the item appears on the agenda. The Board, at their discretion, may choose to alter the order in which items are considered, may break, or may continue any item to be considered on a future date.

Convene immediately following Hearings; BCC Conference Room, 5th Floor

Briefing Items

- | | |
|--|---|
| 1. SB16-171: C-PACE
(15 minutes) | Commissioner Tighe |
| 2. Human Services Update
(30 minutes) | Lynn Johnson, Wanda Cowart
Mary Berg, Hal Straatman, Dennis
Goodwin |
| 3. Deputy County Manager Update
(50 minutes) | Kate Newman, Mark Danner |
| 4. Foxton Road Crash Study
(30 minutes) | Jeanie Rossillon, Derek Schuler |
| 5. Wadsworth Blvd./Waterton Rd. Intersection
Improvements Project Contract and Purchase
Orders for Construction (15 minutes) | Jeanie Rossillon, Steve Durian |
| 6. FAA Agreement for Transfer of Entitlement Funds
(15 minutes) | Jeanie Rossillon, Bryan Johnson |

12:05 pm - 1:00 pm - BREAK for LUNCH

1:00 pm Time Certain

- | | |
|---|---------------------------------|
| 7. Airport Advisory Board
(45 minutes) | Jeanie Rossillon, Bryan Johnson |
|---|---------------------------------|

County Commissioners' Report

- Letter of Support - Wildfire Legislation - Commissioner Tighe (5 minutes)
- Discussion - Process for Personal Property Tax Incentive Request - Commissioner Tighe (5 minutes)
- Letter of Support - CO Wildfire Grant - District 3 - Commissioner Rosier (5 minutes)

County Manager's Report

County Attorney's Report

Executive Session

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- 4105 Youngfield Service Road - Direction to Negotiators C.R.S 24-6-402(4)(e) and Property C.R.S. 24-6-402(4)(a) (15 minutes)

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 271-5000 or TDD 271-8071. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.

TUESDAY STAFF BRIEFINGS

August 2, 2016

Briefing Items			Total Estimated Time: 3 hours 20 minutes
Begin	End	Agenda No.	Title
9:30	9:45	1.	SB16-171: C-PACE
9:45	10:15	2.	Human Services Update
10:15	11:05	3.	Deputy County Manager Update
11:05	11:35	4.	Foxtan Road Crash Study
11:35	11:50	5.	Wadsworth Blvd./Waterton Rd. Intersection Improvements Project Contract and Purchase Orders for Construction
11:50	12:05	6.	FAA Agreement for Transfer of Entitlement Funds
12:05	1:00	7.	BREAK for LUNCH
1:00	1:45	8.	Airport Advisory Board
Commissioners Report			Total Estimated Time: 15 minutes
Begin	End	Agenda No.	Title
1:45	2:00	9.	Letter of Support - Wildfire Legislation - Commissioner Tighe Discussion - Process for Personal Property Tax Incentive Request - Commissioner Tighe Letter of Support - CO Wildfire Grant - District 3 - Commissioner Rosier
County Manager Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
2:00	2:05		
County Attorney Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
2:05	2:10		
Executive Session			Total Estimated Time: 30 minutes
Begin	End	Agenda No.	Title
2:10	2:25		Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)
2:25	2:40		4105 Youngfield Service Road - Direction to Negotiators C.R.S 24-6-402(4)(e) and Property C.R.S. 24-6-402(4)(a)

BOARD OF COUNTY COMMISSIONERS' (BCC) SCHEDULE

Time*

Topic*

Monday, August 1, 2016

NO TOPICS SCHEDULED TO DATE

Tuesday, August 2, 2016

8:00 a.m.

Public Comment and Public Hearings
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Hearing Room One

Immediately following
Public Hearings

Staff Briefings
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Immediately following
Staff Briefings

Ralph Schell
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Wednesday, August 3, 2016

8:30 a.m. – 9:00 a.m.

Board of Adjustment Annual Meeting
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Conference Rooms 1566/67

11:30 a.m. – 1:30 p.m.

Arvada Head Start Thank You BBQ
5150 Allison Street, Arvada

Thursday, August 4, 2016

7:15 a.m. – 8:45 a.m.

Commissioners/Mayor Breakfast
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Lookout Mountain Room

9:00 a.m. – 11:00 a.m.

Elected Officials/Personnel Board Meeting
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

11:15 a.m. – 1:15 p.m.

2017 Budget Meeting
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Friday, August 5, 2016

NO TOPICS SCHEDULED TO DATE

***Emergency Items Or Other County Business For Which Prior Notice Was Not Possible May Be Considered.**

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**SB16-171: C-PACE****August 2, 2016**

For Information X For Discussion/Approval
Prior to Future Hearing For Action

Issue: On June 28, the Commissioners were briefed on the opportunity to participate in the New Energy Improvement District (NEID) which can now be implemented as a result of the newly enacted SB16-171 - - Concerning Modifications and Clarifications of the Statutes Pertaining to the NEID. During that briefing, Commissioners asked staff to get answers to several questions they had prior to making a decision on participation.

Background: See attached memo from Joanne Kortendick, Deputy County Attorney.

Discussion: During this briefing, staff will answer questions raised by the Commissioners on June 28 including: 1) the proposed NEID-County Agreement (attached) and whether execution is necessary and, 2) as requested by Tim Kaufmann, the timing of executing a written agreement with the NEID (separate from the NEID/County Agreement) to have the NEID reserve funds to pay for special assessment obligations on properties included in the District where a Treasurer's Deed is issued for that property.

Fiscal Impact: Per statute, Jefferson County will retain a one percent (1%) fee for every C-PACE special assessment to cover costs of collection.

Recommendation: It is recommended that the Board of County Commissioners 1) approve the participation in the New Energy Improvement District (NEID); 2) direct staff to prepare a resolution indicating participation and schedule for an upcoming hearing; and, 3) direct staff to continue negotiations and finalize for signature a written agreement with the NEID to have the NEID reserve funds to pay for special assessment obligations on properties included in the District where a Treasurer's Deed is issued for that property.

Originator: Commissioner Tighe

Contacts for Additional Information:

Commissioner Tighe, ext 8525
Joanne Kortendick, ext. 8955
Deborah Churchill, ext. 8502

MEMORANDUM

TO: THE BOARD OF COUNTY COMMISSIONERS

FROM: JOANNE KORTENDICK

RE: SB 16-171 AND PARTICIPATION IN THE COLORADO C- PACE PROGRAM

DATE: JUNE 20, 2016

SB 16-171 was enacted into law to amend certain provisions of the Colorado New Energy Improvement District legislation (the "Legislation") §32-20-101 C.R.S. et. seq., which is administered under the name of the Colorado C- PACE Program (the "Program").

The Program was established to provide the means for low cost financing of new energy developments for participating owners of eligible property. The property on which the improvements are made is subject to a special assessment which is paid through the annual tax bill on the property.

§32-20-105 (3) C.R.S. provides that the district may conduct the Program within any county only if the board of county commissioners has adopted a resolution authorizing the district to conduct the Program within the County. The following language was added to the Legislation by SB 16-171:

"The board of county commissioners of any county that has adopted a resolution authorizing the district to conduct the program within the county may subsequently adopt a resolution deauthorizing the district from conducting the program within the county. However, if the county adopts a deauthorizing resolution, the county shall continue to meet all of its obligations under this article as to program financing obligations existing on the effective date of the deauthorization until any and all special assessments within the county have been paid in full and remitted to the district."

The Program has drafted a proposed Colorado C- PACE Participation Agreement for execution by participating counties which needs to be updated to conform to the SB 16-171 revisions. There is no statutory requirement that the County enter into a participation agreement. Terms related to the County's participation (primarily the Treasurer) are written into statute. In addition, obligations such as promotion of the Program are included in the proposed agreement which are not statutory requirements.

SB 16-171 was enacted primarily for the purpose of cleaning up the Legislation, especially with respect to conformance with the Treasurer's statutes for collection of taxes and assessments for all properties.

One divergence from the Treasurer's normal process is a provision in the Legislation which provides that the issuance of a Treasurer's Deed in connection with the sale of a lien for the special assessment shall not extinguish the lien. To address this anomaly, a provision was added by SB 16-171 that requires the district to use its reserve account to satisfy special assessment obligations of the property on behalf of the holder of the Treasurer's Deed. In those cases, an agreement between the County and the district specifying the terms of these payments will be required.

COLORADO C-PACE NEID-COUNTY PARTICIPATION AGREEMENT

THIS COLORADO C-PACE NEID-COUNTY PARTICIPATION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2016, by and between the County of _____, a body corporate and politic of the State of Colorado (the "County"), and the COLORADO NEW ENERGY IMPROVEMENT DISTRICT, an independent body corporate and politic of the State of Colorado established under C.R.S. § 32-20-104(1) (the "District") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, C.R.S. §§ 32-20-101 *et seq.* (the "Colorado C-PACE Act" or the "Act") established the District and a commercial property assessed clean energy (C-PACE) program for the State of Colorado; and

WHEREAS, C-PACE is a program to facilitate financing for clean energy improvements to commercial, industrial, multi-family, institutional and agricultural properties by utilizing a local assessment mechanism to provide security for repayment of the financing; and

WHEREAS, under C.R.S. § 32-20-105(1), the purpose of the District is "to help provide the special benefits of new energy improvements to owners of eligible real property who voluntarily join the district by establishing, developing, financing, and administering a new energy improvement program through which the district can provide assistance to such owners in completing new energy improvements"; and

WHEREAS, C.R.S. § 32-20-105(3) directs the District to "establish, develop, finance, and administer" the C-PACE program but stipulates that the C-PACE program may only operate in a given county if the Board of County Commissioners of the County has adopted a resolution authorizing the District to conduct the program within the County; and

WHEREAS, the Board of County Commissioners of the County has adopted a resolution in the form attached hereto as Exhibit A, authorizing the District to conduct the C-PACE program within the County and authorizing the County to enter into this Agreement with the District;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the C-PACE Act, it is hereby agreed as follows:

Section 1. Definitions.

- (a) "**C-PACE Assessment**" means the C-PACE assessment authorized by the Act, and as further defined at C.R.S. § 32-20-103(14).
- (b) "**Commercial Building**" means any real property other than a residential building containing fewer than five dwelling units.
- (c) "**New Energy Improvement**" means one or more energy efficiency improvements or renewable energy improvements, or both, made to

Participating Property that will reduce the energy or water consumption of or add energy produced from renewable energy sources with regard to any portion of the Participating Property, as specified in the C-PACE Act and in the Program Guidelines.

- (d) **“Participating Property”** means a Commercial Building that has been approved by the District to participate in the C-PACE program.
- (e) **“Program Guidelines”** means the rules, regulations and guidelines promulgated by the District to implement the C-PACE program pursuant to the C-PACE Act, as the same may be amended or supplemented from time to time.

Section 2. Obligations of the District.

(a) Program Requirements.

Pursuant to the C-PACE Act, the District:

(1) shall develop Program Guidelines governing the terms and conditions under which private financing will be made available to the C-PACE program, and may serve as an aggregating entity for the purpose of securing state or private third-party financing for New Energy Improvements pursuant to the Act; and

(2) shall receive and review applications submitted by property owners within the County for financing of New Energy Improvements, and approve or disapprove such applications in accordance with the Program Guidelines and underwriting procedures and requirements established by the District.

(b) Project Requirements.

If a property owner requests financing through the C-PACE program for energy improvements under the C-PACE Act, the District shall:

(1) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose and requirements of the C-PACE Act, and

(2) provide the notification and conduct the hearing required by C.R.S. § 32-20-106(3) of the C-PACE Act prior to imposing a special C-PACE Assessment on any Participating Property.

(c) Assessment and Financing Agreement for Project.

The District and the party providing the financing (the **“Capital Provider”**) may enter into an Assessment and Financing Agreement with the owner of Participating Property (the **“Assessment & Financing Agreement”**). The Assessment & Financing Agreement shall clearly state the amount of the C-PACE Assessment to be levied against the Participating Property. The District and the Capital Provider shall disclose to the property owner the costs and risks associated with participating in the C-PACE program, including risks related to the failure of the property owner to pay the C-PACE Assessment provided for in

the Assessment & Financing Agreement. The District and the Capital Provider shall disclose to the property owner the effective interest rate on the C-PACE Assessment, including program application and other fees and charges imposed by the District to administer the C-PACE Program, fees charged by the Treasurer for collection, as well as any fees charged by the Capital Provider, and the risks associated with variable interest rate financing, if applicable. The property owner must be informed that each New Energy Improvement, regardless of its useful life, will be bundled with other such improvements on the Participating Property for purposes of assessment and paid for over the assessment term.

(d) Establish C-PACE Assessments and Assessment Units.

(1) With respect to each C-PACE Assessment placed on a Participating Property, the District shall determine the amount of the C-PACE Assessment and establish the appropriate special assessment units and specify the method of calculating the C-PACE Assessment for each Participating Property. The District's Board of Directors shall approve the specifics of the applicable C-PACE Assessment including, without limitation, the amount of the C-PACE Assessment, term, interest rate and repayment dates, which approval shall be set out in an assessing resolution (a "Resolution"). In no event shall the amount of any C-PACE Assessment exceed the value of: (a) the special benefit provided to the Participating Property, or (b) the Participating Property, as provided in C.R.S. § 32-20-106(1). Costs incurred for any property not approved to participate may not be included in a certified assessment roll.

(2) The District shall cause to be prepared and certified under the District's corporate seal to the County Treasurer annually no later than December 1st of each year a District assessment roll for each Participating Property in a form determined by the District and acceptable to the County Treasurer. Such assessment roll shall specify for the Participating Property to which it pertains the amount of each installment of principal and interest (if the C-PACE Assessment is payable in installments), provided that each installment will become due on the date or dates that the Participating Property taxes are payable under C.R.S. Section 39-10-104.5(2) (which states in part "property taxes may be paid in full or in two equal installments, the first such installment to be paid on or before the last day of February and the second installment to be paid no later than the fifteenth day of June."), and C.R.S. 39-10-104.5(3)(b) (which states in part "if the full amount of the of taxes is paid in a single payment on or before the last day of April, then no delinquent interest shall accrue on any portion of the taxes."), and the date on which the assessment is expected to be satisfied in full. Once the C-Pace Assessment roll for each participating property is certified to the County Treasurer, the Assessment installments become part of the property tax on each participating property and payment will be collected as required by C.R.S. 39-10-104.5(2) and C.R.S. 39-10-104.5(3)(b).

(e) Filing Assessment with County Clerk & Recorder.

The District shall transmit to the County Clerk and Recorder for recording copies of each Resolution and certified assessment roll affecting Participating Properties located in the County, as specified in C.R.S § 32-20-107(2). After recording the Resolution and certified assessment roll, the County Clerk and Recorder shall file a copy of each Resolution and certified assessment roll with the County Assessor.

Section 3. Obligations of the County.

(a) Billing of C-PACE Assessment.

Upon receiving the certified assessment rolls from the District, the County Treasurer shall add the amounts required to be paid by owners of the Participating Properties burdened by such C-PACE Assessments specified on such rolls to the property tax bills of the respective Participating Properties.

(b) Billing and Collection; Payment to the District.

(1) As specified in Section 3(a), the County shall bill the C-PACE Assessments in the same manner and at the same time as it bills its real property taxes. The C-PACE Assessment payments shall be a separate clearly defined line item and shall be due on the same dates as the County's real property taxes. The property taxes and assessment payments must be paid in full – no partial payments will be accepted except as described in C.R.S. 39-10-104.5(2).

(2) Billed C-PACE Assessment amounts shall be collected in the same manner and at the same time as the property taxes of the County on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies, and lien priorities as provided in Section 32-20-107(1) of the C-PACE Act. Interest shall be collected at the rate specified in C.R.S. § 5-12-106(2) and (3), in accordance with C.R.S. § 32-20-106(7), as may be amended. Penalties and interest on delinquent C-PACE Assessments shall be charged in the same manner and rate as the County charges for delinquent real property taxes.

(3) The County Treasurer shall remit all amounts collected with respect to the C-PACE Assessments within any calendar month to the District in the same manner as taxes are distributed in accordance with C.R.S. §39-10-107(1)(a) less the County Collection Fee described in Section 3(c) of this Agreement. The County will provide monthly collection reports to the District, and the District, at its own expense, shall have the right to audit the records relating to the C-PACE Assessments upon reasonable notice at reasonable times. The District and County agree to provide each other with such reasonable information as they may request and the District and the County agree to provide such information in an electronic format satisfactory to the other.

(c) County Collection Fee.

The County Treasurer shall retain a collection fee as specified in C.R.S. § 30-1-102(1)(c) for each C-PACE Special Assessment and delinquencies that it collects as part of the program.

(d) Collection of Delinquent Payments.

In the event of the failure by the owner of the Participating Property to pay the installment due on a C-Pace Assessment, the County Treasurer shall advertise and sell the assessed eligible real property tax lien in accordance with Title 39, C.R.S. Advertisements and sales shall be made at the same times, in the same manner, under all the same conditions and penalties, and with the same effect as provided by general law for sales of real estate tax liens in default of payment of the general property tax. The sale proceeds up to the amount in the certified assessment roll, less the County Collection Fee described in Section 3(c) of this Agreement and any other statutorily imposed fees required to be paid to the County, shall be forwarded to the District.

(e) Promotion of Program; Assistance for District Financing.

The County shall use good faith efforts to assist the District in local marketing efforts and outreach to the local business community to encourage participation in the C-PACE program, such as including C-PACE program information on the County's website, distributing an informational letter from appropriate County officials to local businesses regarding the program, and conducting one or more business roundtable events.

Section 4. Term and Termination.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the C-PACE Assessments have been paid in full or deemed no longer outstanding. As authorized by C.R.S. § 32-20-105(3), the Board of County Commissioners of the County may adopt a resolution deauthorizing the District from conducting the program within the County. If the County adopts a deauthorizing resolution, the County shall continue to meet all of its obligations under this Agreement and Article 20, Title 32, C.R.S., as to all program financing obligations existing on the effective date of the deauthorizing resolution until any and all C-PACE special assessments within the County have been paid in full and remitted to the District.

Section 5. Default.

Each Party shall give the other Party written notice of any breach of any covenant or term of this Agreement and shall allow the defaulting Party thirty (30) calendar days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured

within the thirty (30) days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance.

Section 6. Miscellaneous Provisions.

(a) Amendment and Termination.

After the District sells and issues its bonds, notes or other obligations (or a third party capital provider provides funds) to finance the costs of any C-PACE project, this Agreement may not be amended or terminated by the Parties without the prior approval of the holders of the District's bonds, notes or other obligations (or such third party capital provider, as applicable), which approval shall be obtained in accordance with the indenture or other documents entered into by the District in connection with such financing.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County:

_____ County
c/o Board of County Commissioners

With a Copy to:

County Attorney
_____ County

If to the District:

Colorado New Energy Improvement District
c/o Colorado Energy Office
1580 Logan St., Suite 100
Denver, Colorado 80203
Attention: Director

With a Copy to:

(e) Amendment.

Except as otherwise set forth in this Agreement, any amendment to any provision of this Agreement must be in writing and mutually agreed to by the District and the County.

(f) Applicable Law and Venue.

This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Colorado. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the district courts of the County, the State of Colorado.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. In the event of any conflict between the Program Guidelines and this Agreement, the terms of this Agreement shall control.

(h) Headings.

The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(i) Changes in Law or Regulation.

This Agreement is subject to such modifications as may be required by change in federal or Colorado state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and made a part of this Agreement on the effective date of such change, as if fully set forth herein. Headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(j) Third Party Beneficiaries.

It is specifically agreed among the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

(k) No Waiver of Rights.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(l) No Waiver of Governmental Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the County or to the District, their officials, employees, contractors, or agents, or any other person acting on behalf of the County or the District and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

(m) Independent Entities.

The Parties shall perform all services under this Agreement as independent entities and not as an agent or employee of the other Party. It is mutually agreed and understood that nothing contained in this Agreement is intended, or shall be construed as, in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing either Party, including its agents and employees, as an agent of the other Party. Each Party shall remain an independent and separate entity. Neither Party shall be supervised by any employee or official of the other Party. Neither Party shall represent that it is an employee or agent of the other Party in any capacity.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above:

COUNTY OF _____

By: _____
_____, Chair
Board of County Commissioners

Attest: _____

Clerk to the Board

APPROVED AS TO FORM:

County Attorney

**COLORADO NEW ENERGY
IMPROVEMENT DISTRICT**

By: _____
Paul Scharfenberger, Chairman of the Board

Attest:

Jeffrey King, Recording Secretary

Exhibit A
County Resolution

RESOLUTION 2016-__

A Resolution Concerning the Authorization of the Colorado New Energy Improvement District to Conduct its New Energy Improvement Program, called Colorado Commercial Property Assessed Clean Energy (C-PACE), within _____ County ("County")

Recitals

A. C.R.S. §§ 32-20-101 *et seq.* establishes the Colorado New Energy Improvement District (the "District") and provides for the creation of a new energy improvement program, which the District has named "C-PACE" or the Colorado Commercial Property Assessed Clean Energy program.

B. Pursuant to C.R.S. § 32-20-105(3), the District may only conduct the C-PACE program in the County if the Board of County Commissioners ("Board") authorizes it do so by resolution.

C. The Board wishes to authorize the District to conduct the C-PACE program in the County.

D. The District and County have agreed on the terms of the Colorado C-PACE NEID-County Participation Agreement in the form attached hereto (the "Participation Agreement").

THEREFORE, THE BOARD RESOLVES:

The Colorado New Energy Improvement District shall be authorized to conduct the C-PACE program in the County in accordance with the Participation Agreement.

The Board hereby: (a) adopts the above recitations as findings of the Board; (b) authorizes the County Attorney, in consultation with the Chair, to make such changes as may be needed to the Participation Agreement in order to correct any nonmaterial errors or language that do not materially increase the obligations of the County; (c) authorizes the Chair to execute the Participation Agreement following review and approval by the County Attorney; and (d) authorizes the Chair, Vice Chair, or designee to execute any and all other necessary letters, orders, or documents as may be required to facilitate the successful implementation of the C-PACE program in the County.

ADOPTED on this ___ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS OF
_____ COUNTY:**

_____, Chair

_____, Vice Chair

_____, Commissioner

ATTEST:

Clerk to the Board

BOARD OF COUNTY COMMISSIONERS BRIEFING

August 2, 2016

EXECUTIVE SUMMARY**HUMAN SERVICES DEPARTMENT****Community Assistance Division****FOR DISCUSSION/APPROVAL****1. ISSUE:**

Acceptance of funds from the Colorado Department of Health Care Policy & Financing (HCPF) and spending authority for Jefferson County in the amount of \$207,264.00 for 2016-2017, for purposes of Phase III of the GenApp project supporting the Jeffco Human Services Department, to be developed in coordination with Jefferson County Information Technology Services. (Previous briefings were on 2/16/16 and 5/31/16.)

RECOMMENDATION:

That the Board of County Commissioners approves and authorizes the Chairman to accept the grant award and spending authority of \$207,264.00 from HCPF to Jefferson County Human Services for the redesign of the Workflow Management System into the GenApp system.

FOR DISCUSSION/APPROVAL**2. ISSUE:**

The State of Colorado, Colorado Dept. of Human Services, (the "state") has issued an Intergovernmental Agreement (IGA) that when signed, will be authorization by Jefferson County Human Services to allow the state to sign a statewide contract on its behalf, with the Work Number Vendor.

RECOMMENDATION:

That the Board of County Commissioners authorizes and approves the Director of Human Services to sign the IGA with the State of Colorado for calendar year 2016.

Head Start Division

FOR DISCUSSION/APPROVAL

1. ISSUE:

One of the most urgent safety and security issues for Human Services and the County is the Arvada/Wheat Ridge Head Start buildings. Since March of 2015, facilities, IT, Head Start and Human Services have been planning security improvements to the Arvada and Wheat Ridge Head Start buildings. Jefferson County Human Services is seeking approval for funds to complete this project.

RECOMMENDATION:

The Board of County Commissioners approve the submission of a request for funds to complete this building security project.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Human Services Department Community Assistance Division

Colorado Department of Health Care Policy and Financing FY 2016-2017 County Grant Program Award – GenApp Workflow Management System Redesign

August 2, 2016

For Information For Discussion/Approval For Action

ISSUE: Acceptance of funds from the Colorado Department of Health Care Policy & Financing (HCPF) and spending authority for Jefferson County in the amount of \$207,264.00 for 2016-2017, for purposes of Phase III of the GenApp project supporting the Jeffco Human Services Department, to be developed in coordination with Jefferson County Information Technology Services. (Previous briefings were on 2/16/16 and 5/31/16.)

BACKGROUND: Previously, the Board was briefed regarding the contract supporting the GenApp effort which has been funded in part by a grant from the Daniels Fund for Phase II. This grant from HCPF will support the work in Phase III to improve business processes and client experiences through the redesign of the Workload Management System (WMS), creating an electronic case management automation system to improve customer experience and ensure accurate, timely determinations and redeterminations of client eligibility for the Community Assistance Division.

DISCUSSION: The grant was awarded by HCPF in support of the ongoing development of the GenApp project because GenApp aligns with HCPF's strategic plan: it meets their criteria for operational excellence, person or family-centered care, and potential replication of the system by other counties or the state.

The application will provide centralized case management services and reporting for families and partner agencies who work together with the families. This application will allow for all team/community/collaborative partners to view the families they are serving and working with in a one stop location and be able to communicate progress of families. Further, tracking the outcomes of the families served through the program in one location will provide a streamlined outcome reporting mechanism for this generative program, allowing for the ability to make improvements to the program where needed and expand the program to serve more families in need through community partnerships.

FISCAL IMPACT: The grant award totals \$207,264.00. The grant award supplements work already underway. Therefore, no additional county dollars are required to support this grant.

RECOMMENDATION: That the Board of County Commissioners approves and authorizes the Chairman to accept the grant award and spending authority of \$207,264.00 from HCPF to Jefferson County Human Services for the redesign of the Workflow Management System into the GenApp system.

ORIGINATOR: Lynn Johnson, Director Human Services Department (x4002)

CONTACT: Wanda Cowart, Division Director Community Assistance Division (x4350)



COLORADO

Department of Health Care
Policy & Financing

Department of Health Care Policy & Financing
1570 Grant Street
Denver, CO 80203

July 11, 2016

Lynn Johnson, Director
Jefferson County

County Partner,

Congratulations! The Colorado Department of Health Care Policy and Financing has approved your grant proposal for the FY 2016-17 County Grant Program. Your grant proposal, titled **GenApp Workflow Management System Redesign**, requested total funding of **\$518,160.00** and will be managed by Wanda Cowart. Total funding approved by the Department was **\$207,264.00**, leaving a remaining balance of **\$310,896.00** to be funded per the county's discretion. More information regarding cost allocations for grant proposals can be found on page two.

Conditions attached to the County Grant Program and all funds paid out under its authority can be found on page two under Conditions of Funding (COF). These conditions must be met in order to be eligible for funding under the County Grant Program. In addition, there may also COF that are attached to your specific grant proposal. You must respond to the Department with your responses to the COF by July 22, 2016.

To accept the funds and conditions of your award under the authority of the County Grant Program, please sign and return this letter by July 22, 2016, along with your responses to your Grant Proposal COF.

The Department looks forward to working with you on this exciting project. Further questions and inquiries regarding your county's approval, or the County Grant program, can be directed to [Joshua Montoya](#) at 303-866-2403.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan E. Birch'.

Susan E. Birch MBA, BSN, RN
Executive Director

Conditions of Funding (COF)

By signing and returning this letter to the Department, you are agreeing to abide by the COF as laid out on this page.

Grant Program COF:

1. Grant funds will only be used as specified in the approved grant proposal.
2. Records will be maintained to show and account for the uses of grant funds.
3. Reimbursement of expenditures related to this grant must occur through the County Financial Management System (CFMS). Please use CFMS code M210.5400 to request reimbursement.
4. Funds used outside of the specified purpose outlined in the grant proposal will not be eligible for reimbursement.
5. All tasks and expenditures associated with the approved grant proposal must occur on or before June 30, 2017.
6. A summary of the project outcomes will be provided to the Department no later than July 15, 2017.
7. The county must respond to the Grant Proposal COF listed on this page by providing answers on page three.
8. The county must accept the Grant Program COF and Grant Proposal COF by signing and returning this letter to the Department no later than July 22, 2016. Signature is required on page three.

Grant Proposal COF:

1. **As part of the required year-end deliverable, the county should report on the client's feedback from the process redesign.**
2. **Please ensure a project deliverable is submitted to the Department no later than July 15, 2017.**

Cost Allocation Information:

Your proposal was cost allocated at **40%** Medicaid related.

Notes regarding cost allocation:

Proposal cost allocated at 40% HCPF funding due to inclusion of additional social services programs.



COF Responses

My county's response to COF #1 is:

Click here to enter text.

My county's response to COF #2 is:

Click here to enter text.

My county's response to COF #3 is:

Click here to enter text.

My county's response to COF #4 is:

Click here to enter text.

Acceptance of Funding and COF

By signing this letter and returning to the Colorado Department of Health Care Policy and Financing, I am agreeing to both the County Grant Program funding conditions and the Grant Proposal funding conditions as laid out by my county's responses.

My signature on the below line indicates I have read and understood all conditions attached to receiving funding under the authority of the County Grant Program.

Name: Lynn Johnson

Signing under authority for: Jefferson County Department of Human/Social Services

Signature

Date



BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Human Services Department Community Assistance Division

Work Number Contract Approval

August 2, 2016

For Information

For Discussion/Approval

For Action

ISSUE: The State of Colorado, Colorado Dept. of Human Services, (the "state") has issued an Intergovernmental Agreement (IGA) that when signed, will be authorization by Jefferson County Human Services to allow the state to sign a statewide contract on its behalf, with the Work Number Vendor.

BACKGROUND: Approximately 40 counties seek to participate in a statewide contract with Equivax Verification Services for the Work Number Service, which is utilized by all counties to verify income, employment, and social security numbers of applicants for public assistance. It is a vital service to fulfilling the requirements in Federal rule in performing eligibility functions for food, medical and other eligibility programs. The cost of each phone call to Work Number is approximately \$10.63 each when a county has its own contract with Work Number.

Two years ago counties and the state decided it made sense to negotiate a statewide contract with Work Number, bringing the cost per transaction to only \$5.53 per. A pilot was embarked upon in the last three months of 2015. Subsequently, the state began negotiating with EVS for the calendar year 2016, and when they involved counties in April, counties determined that the negotiated documents were unacceptable. (The Board has been briefed on this twice in April and in May.) After a meeting with the executive committee of CHSDA and the state, Jefferson County led an effort with several county attorneys including ours, Routt, Mesa, Larimer, Arapahoe, Weld, and Denver, along with the state's attorney and Work Number's representative and their attorneys, to come up with an agreement that would protect all parties' interests.

DISCUSSION: After numerous conversations and negotiations between counties, the state, and EVS, agreement has been reached that protects the interests of all parties. By signing the IGA, the board will authorize the State to sign a document designated the "Schedule A" which is the agreement between the state and EVS for the Work Number Service terms on behalf of counties. The state is not authorized to sign Schedule A until all counties who are participating sign an IGA with the state. We have been asked to accomplish the signature portion within 30 days of receipt of the IGA (on July 21) so that the state can then sign - and therefore memorialize - the Schedule A which means that a contract will finally be in place for the services of Work Number.

FISCAL IMPACT: JCHS is authorizing a minimum of transactions totaling \$111,556.69 to be handled through the statewide contract. No additional county funds are needed as the funds have already been budgeted.

RECOMMENDATION: That the Board of County Commissioners authorizes and approves the Director of Human Services to sign the IGA with the State of Colorado for calendar year 2016.

ORIGINATOR: Lynn Johnson, Executive Director, Human Services Department (x4002)
CONTACTS: Lynnae Flora, Deputy Director, Human Services Department (4658)
Wanda Cowart, Division Director, Community Assistance (4350)

CONTRACT

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

STATE:

CONTRACTOR:

State of Colorado for the use & benefit of the
Department of Human Services
1575 Sherman Street
Denver, CO 80203

Jefferson County Department of Human Services
900 Jefferson County Parkway
Golden, CO 80401

CONTRACT MADE DATE:

5/11/2016

RQS PRE-ENCUMBRANCE NUMBER:

N/A

CT/CTGG1 ENCUMBRANCE NUMBER:

N/A

CONTRACTOR'S ENTITY TYPE:

Government

CONTRACTOR'S STATE OF INCORPORATION:

N/A

BILLING STATEMENTS RECEIVED:

TERM:

This contract shall be effective upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this contract. The Contract shall end either upon termination of the Schedule A as specified in the Work Number Agreement or termination as specified in this Contract.

STATUTORY AUTHORITY:

C.R.S. § 26-1-111

CONTRACT PRICE NOT TO EXCEED:

N/A\$

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

N/A

PROCUREMENT METHOD:

Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

LAW SPECIFIED VENDOR STATUTE:

N/A

PRICE STRUCTURE:

FUND SOURCE - NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID #

N/A

STATE REPRESENTATIVE:

Barry Pardus
CDHS, Office of Economic Security
1575 Sherman Street, 5th Floor
Denver, CO 80203

CONTRACTOR REPRESENTATIVE:

EXHIBITS:

The following exhibits are hereby incorporated:

- | | |
|------------|--------------------------------|
| Exhibit A- | Statement of Work |
| Exhibit B- | Universal Membership Agreement |
| Exhibit C- | Schedule A |

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

GENERAL PROVISIONS

The following clauses apply to this contract:

A. Governmental Immunity/Limitation of Liability:

Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", C.R.S. §24-10-101, *et seq.*, as now or hereinafter amended. The parties understand and agree that the liability of the State for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the State created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

B. Federal Funds Contingency: Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly.

C. Billing Procedures: The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

D. Exhibits- Interpretation: Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. And, unless otherwise stated, in the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this contract shall always be controlling over other provisions in the contract or amendments; 2) the contract "cover" pages; 3) the General Provisions of

this contract; 4) the exhibits to this contract, except that any exhibit entitled: "Modifications to the General Provisions" shall take priority over the General Provisions of this contract.

E. Notice and Representatives: For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change of representative shall be treated as any other notice.

F. Contractor Representations:

1. Licenses and Certifications: The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.
2. Qualification: Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.
3. Exclusion, Debarment and/or Suspension: Contractor represents and warrants that Contractor, or its employees or authorized subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. In the event Contractor, or one of its employees or authorized subcontractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to

Contractor, the State reserves the right to immediately cease contracting with Contractor.

4. Work Performed Outside the United States or Colorado, pursuant to C.R.S. §24-102-206: The Contractor certifies all work performed under this Contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the Statement of Work. If work under this Contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed, and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the Statement of Work.

G. Legal Authority: The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

Indemnification: To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended. The Contractor, by execution of this contract containing this indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify. The Contractor does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years. This Contract is not intended to create a multiple-fiscal year debt of the Contractor.

[Applicable Only to Intergovernmental Contracts]

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

I. Insurance: Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

1. Contractor

- a. Public Entities: If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.
- b. Non-Public Entities: If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in provision I.2 below with respect to Subcontractors that are not "public entities".

2. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

- a. Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.
- b. General Liability: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - (a) \$1,000,000 each occurrence;
 - (b) \$1,000,000 general aggregate;
 - (c) \$1,000,000 products and completed operations aggregate; and
 - (d) \$50,000 any one fire.

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

- c. Automobile Liability: Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- d. Professional Liability: Professional liability insurance with minimum limits of liability of not less than \$1,000,000, unless waived by the State.
- e. Privacy Insurance
If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with a minimum annual limit of \$1,000,000.
- f. Additional Insured: The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.
- g. Primacy of Coverage: Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
- h. Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.
- i. Subrogation Waiver: All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its

agencies, institutions, organizations, officers, agents, employees, and volunteers.

- 3. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this provision I.

- J. Disaster Planning and Pandemic Outbreaks: The State may require the Contractor to submit a Disaster Response Plan (Plan) to ensure the delivery hereunder of essential government services during a disaster, declared emergency, and/or pandemic outbreak. The Plan would take precedence over and nullify any contractual provision relating to force majeure or "Acts of God." Accordingly, should the work performed by the Contractor under this contract include the provision of any essential government services, the State may request a Plan from the Contractor, and, upon such request, the Contractor shall forthwith submit a Plan, and the Contractor shall be bound to perform hereunder in accordance therewith.

- K. Rights in Data, Documents and Computer Software or Other Intellectual Property: All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the contractor's obligations under this contract without a prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

L. Proprietary Information: Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

M. Records Maintenance, Performance Monitoring & Audits: The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State

paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

N. Taxes: The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. §39- 26-114(a) and 203, as amended]. The contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

O. Conflict of Interest: During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the

State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employees, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

P. Conformance with Law: The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;
- The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. 206;

- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d et seq. and implementing regulations, 45 C.F.R. Parts 160 and 164;
- Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;
- Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;
- Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;
- The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;
- The Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations (Common Rule), at 2 CFR 215;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS, 2 CFR Part 200.
- The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.
- Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.
- 45 CFR Subtitle A, Department of Health and Human Services regulations.
- The Single Audit Act Amendments of 1996, 31 USC 7501, Public Law 104-156, OMB Circular A-133, and 45 CRF 74.26.
- The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.
- The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), including without limitation all data reporting requirements

required thereunder. This Act is also referred to as ARRA

Restrictions on Public Benefits: Pursuant to House Bill 06S-1023, as codified at C.R.S. § 24-76.5-101 et seq., except as otherwise provided therein or where exempt by federal law, the State is required to verify the lawful presence in the United States of each natural person 18 years of age or older who applies for state or local public benefits or for federal public benefits for the applicant. Accordingly, should the work performed by the Contractor under this contract include the provision of any of said benefits to any natural person 18 years of age or older who applies therefore for the applicant, the Contractor shall follow the requirements of said law in the provision of said benefits as if it were the State. The State will provide the Contractor with specific instruction on the identification documentation required and the process to be followed by the Contractor to properly comply with the law if the work done under this contract is subject to these requirements

R. Statewide Contract Management System:

1. When Applicable. If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this provision applies.
2. Governing State Statutes. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
3. Performance Evaluation and Review. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law (including without limitation CRS §24-103.5-101), and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include without limitation quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations hereunder. Such performance information shall be entered into the statewide Contract Management System at intervals during the term hereof determined appropriate by the State, and

a final Evaluation, Review and Rating shall be rendered by the State within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Gross Failure to Meet Performance Measures.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Human Services, for good cause shown, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation and Review and Rating by: (a) filing rebuttal statement(s), which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.

3. CORA Disclosure: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101 are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

S. Performance Ratings and Guidelines:

The Contractor will be given a Final Contractor Performance Evaluation at the end of the contract term in accordance with C.R.S. §24-102-205(6) and General Provision R. above. The list of available Performance Ratings, along with guidelines for what final rating will be given, are as follows:

1. Above Standard: This rating may be given where Contractor consistently performs in a manner that exceeds the requirements of this Contract, and where such performance is measurable against objective factors specifically identified for use in achieving the purposes of this provision. If applicable to work performed under this Contract, the objective factors and performance required to merit an "Above Standard" rating are specified in a so dedicated Exhibit to this Contract, which may be included herein from the start of the contract or subsequently be added by formal contract amendment at any time before the end of the contract term. If there is no such dedicated Exhibit included or subsequently added herein, this rating is unavailable.

2. Standard: This rating will be given where: 1.) Contractor's performance hereunder meets the requirements of this Contract in areas of quality, cost, and timeliness; 2.) Contractor's work is accepted by the State; and 3.) full payment hereunder is made to Contractor for such performance.

3. Below Standard: This rating may be given where Contractor materially fails to perform the requirements of this Contract and such failure results in the State's invocation of contract remedies and/or contract termination in accordance with General Provision X. below

T. Discrimination: The Contractor during the performance of this contract shall:

1. not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
2. not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-302, et seq.

U. Criminal Background Check: Pursuant to C.R.S. §27-90-111 and Department of Human Services Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall: submit to a criminal background check, and report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State. Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

V. Litigation: The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

W. Disputes: Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

X. Remedies: Acceptance is dependent upon completion of all applicable inspection procedures. The State reserves the right to inspect the goods and/or services provided under this contract at all reasonable times and places. The Executive Director of the State or her/his designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean substantially insufficient, incorrect or improper activities or inaction by the Contractor. Without limitation, the State has the right to:

1. withhold payment until performance is cured,
2. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements,
3. request removal of a Contractor's agent from contract work,
4. equitably reduce the payment due the vendor to reflect the reduced value of the services performed,
5. recover payment for work that due to the Contractor cannot be performed or would be of no value to the State,
6. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation,
7. terminate the contract

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Y. Termination:

1. Termination for Default: The State may terminate the contract for cause. If the State terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation,

procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor may be liable to the State for the State's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

2. Termination for Convenience: The State shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. Immediate Termination: This contract is subject to immediate termination by the State in the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the State may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.
4. Termination for Financial Exigency: The State shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of the State are such that it is in the best interest of the State to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

In the event that the State terminates this contract under the Termination for Convenience

or Termination for Financial Exigency provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- a. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination.
- b. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
- c. reasonable profit on the completed but undelivered work up to the date of termination
- d. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
- e. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- Z. Venue: The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

AA. Understanding of the Parties:

1. Complete Understanding: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules. Descriptive headings as used herein are for convenience and shall not control or affect the meaning or construction of any provision of this contract.
2. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

3. Benefit and Right of Action: Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
4. Waiver: The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
5. Survival: The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
6. Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrants or subcontractors must be certified to work on any equipment for which their services are obtained.

BB. Holdover: In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and

conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate

CC. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). If applicable to this Contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

DD. Colorado Department of Human Services (CDHS) Fraud Policy. The CDHS Fraud Policy addresses the need for effective and consistent measures for preventing, detecting, and deterring fraud. The relevant parties discussed in the policy include CDHS employees, CDHS management, CDHS appointees, and community partners, including contractors, grantees, vendors, and other sub-recipients. CDHS employees, clients, and community partners will all benefit from an effective fraud prevention, detection, and deterrence policy because fraud can damage the reputation and public trust of CDHS.

All appointees and employees of the CDHS must comply with the standards of conduct set forth in Title 24, Article 18 of the Colorado Revised Statutes, known as the Code of Ethics, including exposing corruption or impropriety in government, whenever discovered. The CDHS Fraud Policy outlines how the CDHS employees and community partners should report fraud and how fraud will be investigated once it is reported.

The full text of the CDHS Fraud Policy, which Contractor hereby agrees to be subject to and abide by, can be found on the CDHS Fraud Policy and Training web page at: <http://www.colorado.gov/cs/Satellite/CDHS-Emp/CBON/1251610724004>.

EE. Performance Outside the State of Colorado and/or the United States: Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with General Provision E.

(Notices and Representatives), within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract

FF. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy): For the sole purpose of providing support to the State's internal C-Stat Strategy, the parties understand and agree that upon request from the State, and without any additional cost to the State, the Contractor shall collect, maintain, and provide to the State certain contract performance data determined by the State during the term hereof to assist the State to measure and assess the programmatic effectiveness of the Contractor's performance hereunder, all in support of the State's internal continuous quality improvement working towards positive outcomes and managing its performance for the betterment of all Colorado residents.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest

whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">CONTRACTOR Jefferson County Department of Human Services</p> <p>By: _____ Title:</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director</p> <p>By: Julie Krow, Deputy Executive Director Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Contractor Signature if Needed</p> <p>By: _____ Title:</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Clint Woodruff, Controller</p> <p>Date: _____</p>

Exhibit A – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (“Universal Membership Agreement”)(State contract routing number 16 IHEA 83111)(Exhibit B) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (“Schedule A”)(State contract routing number 16 IHEA 87603)(Exhibit C) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Intergovernmental Agreement and Exhibit 1 to the Schedule A. The Annual Minimum Payment is \$912,450.00, which is based upon an estimated 165,000 income verification requests at \$5.53 per income verification request. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Average Previous Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$
$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$\frac{[\text{County Deficiency}]}{[\text{Total counties' Deficiency}]} = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

County	County Average Previous Usage	County Financial Obligation
Adams	20,445	\$113,060.85
Arapahoe	8,177	\$45,218.81
Bent	92	\$508.76
Boulder	9,920	\$54,857.60
Broomfield	831	\$4,595.43
Clear Creek	6	\$33.18
Conejos	87	\$481.11
Crowley	6	\$33.18
Delta	364	\$2,012.92
Denver	30,039	\$166,115.67
Douglas	1,013	\$5,601.89
Eagle/Pitkin	551	\$3,047.03
El Paso	18,549	\$102,575.97
Fremont	814	\$4,501.42
Grand	66	\$364.98
Gunnison	9	\$49.77
Huerfano	6	\$33.18
Jefferson	20,173	\$111,556.69
Kiowa	6	\$33.18
Kit Carson	6	\$33.18
La Plata	351	\$1,941.03
Larimer	21,216	\$117,324.48
Las Animas	182	\$1,006.46
Mesa	3,914	\$21,644.42
Moffat	95	\$525.35
Montezuma	476	\$2,632.28
Montrose	35	\$193.55
Morgan	2,349	\$12,989.97
Phillips	12	\$66.36
Pueblo	5,198	\$28,744.94
Rio Grande/Mineral	101	\$558.53
Routt	571	\$3,157.63
San Miguel	139	\$768.67
Sedgwick	35	\$193.55

Summit	38	\$210.14
Weld	19,128	\$105,777.84
TOTAL	165,000	\$912,450.00

D. Miscellaneous Provisions

1. 1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County’s costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County’s local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties’ consent as provided herein.

3. County’s liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

END OF EXHIBIT A

UNIVERSAL MEMBERSHIP AGREEMENT

for The Work Number® Social Services

This **Universal Membership Agreement** (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

RECITALS:

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. CDHS wishes to have Participating Counties use use the Service to verify certain Consumer information.

NOW, THEREFORE, EVS and CDHS agree as follows:

1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.
3. **PARTICIPATING COUNTY OBLIGATIONS.**
 - a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
 - b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHS will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816

EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Participating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

- c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act (“FCRA”) and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the “CFPB”)’s Notice Form attached as Exhibit 1.

- d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.
- e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS’s written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer’s credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the “Permitted Territory”). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS’s written permission.
- g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

- i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.
- j. Participating County may not allow a third party service provider (hereafter “Service Provider”) to access, use, or store the Service or Data on its behalf without first obtaining EVS’s written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County’s requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided in Participating County’s Participation Agreement . Participating County may change its contact information upon written notice.
- l. Additional representations and warranties as may be set forth in each Schedule A.

4. PARTICIPATING COUNTY USE OF SERVICE.

Data on the Service may be accessed by Participating County to verify Consumer’s employment status (“The Work Number® Employment Verification”) or income (“The Work Number® Income Verification”) for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

5. DATA SECURITY. This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term “Authorized User” means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County’s obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County’s FCRA and other obligations with respect to the access and use of Data.

- a. Participating County will, with respect to handling any Data provided through the Service:
 - 1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,
 - 2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
 - 3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,
 - 4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
 - 5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,
11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,
15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
 20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.
- b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.
- 6. CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.
- 7. TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.
- 8. RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

- 9. WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
- 10. LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.
- 11. INDEMNIFICATION.** EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.
- 12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.
- 13. FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- 14. INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.
- 15. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
- 16. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users" which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Human Services
Reggie Bicha, Executive Director

TALX Corporation,
provider of Equifax Verification Services

By
(signature): [Signature]
Name
(print): Levitta Love
Title: OES Director
Date: 8.26.15

By
(signature): [Signature]
Name
(print): Michael Mohr
Title: Vice President - Sales Operations
Date: 8/13/15

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By: [Signature]
Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/27/15

UNIVERSAL SERVICE AGREEMENT

Exhibit 1

PARTICIPATION AGREEMENT

{Enter County Name} ("Participating County") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "Agreement"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Table with 2 columns and 13 rows: Location ID, Location Name, Main Contact, Main Contact Email Address, Main Contact Phone Number, Main Contact Fax Number, Main Contact Address, Main Contact City, Main Contact State, Main Contact Zip, Audit Contact, Audit Contact Email Address.

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County

TALX Corporation,

By (signature):
Name (print):
Title:
Date:

By (signature): [Signature]
Name (print): Michael Mohr
Title: Vice President - Sales Operations
Date: 5/13/15

UNIVERSAL MEMBERSHIP AGREEMENT

for

The Work Number® Social Services

Attachment 1 to Exhibit 1

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****

**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number[®] Verifier Services

Exhibit 2

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are;

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is *initiated* by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. *Section 604(c)*. The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. *Employment Other Than in the Trucking Industry*

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. *Section 615(b)(2)*

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. *Employment in the Trucking Industry*

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(1), 604(c), 604(E), and 615(d)*. This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
 - The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
 - Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
 - The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681
Section 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681cA
Section 605B 15 U.S.C. 1681cB
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m
Section 616 15 U.S.C. 1681n
Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p
Section 619 15 U.S.C. 1681q
Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s
Section 622 15 U.S.C. 1681s-1
Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t
Section 625 15 U.S.C. 1681u
Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w
Section 628 15 U.S.C. 1681x
Section 629 15 U.S.C. 1681y

UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE
FEEES AND SERVICE DESCRIPTION

I) AGENCY USE OF SERVICE:

The Work Number® is an employment verification service provided by TALX Corporation (a provider of Equifax Verification Services), a Missouri corporation (“EVS”), to its employer clients. Data on the Service may be accessed by agency to verify Consumer’s employment status (“The Work Number® Employment Verification”) or income (“The Work Number® Income Verification”) for government purposes. EVS shall provide the Service in accordance with the Universal Membership Agreement (“Agreement”), Exhibit 1 to the Agreement and this Schedule A (which is part of this Agreement). All defined terms used herein shall have the meaning ascribed to them in the Agreement.

- a) **Product.** The Work Number® Employment Verification includes the Consumer’s (i) employer name and (ii) employment status. The Work Number® Income Verification may include, without limitation, the Consumer’s (i) employer address, (ii) employment dates, where available, (iii) position title, (iv) medical and dental information, where available, (v) pay rate, (vi) up to three (3) years of YTD gross income details, and (vii) up to three (3) years of pay period detail.
- b) **Delivery.** The Service provides automated access to requested Data via the Internet or phone. If Data is requested via the Internet, it will be delivered instantly via the same mode. If Data is requested via the phone, it will be delivered by fax within one (1) business day.
- c) **Input Requirements.** An Agency may request access to Data by providing the Consumer’s social security number. .

PRICING: Fees for Services provided under this Schedule include:

Onsite Inspection Fee: Waived

Agency Initials: _____

Verification Fees: Select a pricing plan below and initial by the plan you choose

Pilot Pricing – The Work Number will provide unlimited pilot access for 90 days. Agency Initials: CW

- II) **PAYMENT TERMS AND TAXES:** Invoices are due net forty-five (45) days with one (1%) percent interest per month applied over forty five (45) days. Invoices outstanding over forty five (45) days will result in loss of access to the Service. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS’s net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items. If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. Client will be invoiced electronically through Equifax’s Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Client’s request and are subject to additional monthly fees. Such fees are subject to modification by Equifax at intervals of no less than one year, upon prior written notice.
- III) **MODIFICATION OF SERVICE DESCRIPTION:** EVS may modify this Service Description on thirty (30) days notice to Agency. Agency may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to EVS. Absence of such termination shall constitute Agency’s agreement to the modification.

SIGNATURE PAGE FOLLOWS

PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816

**UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE
FEES AND SERVICE DESCRIPTION**

AGENCY TYPE:

State or County Social Services/Human Services Agency Social Security Administration Medicaid
 Work Program (WIA) Housing Authority (Federal, State or County) Child Support Enforcement
 Low-Income Housing (i.e. Sec. 8, Sec. 42)

****Please provide proof of low-income status****

NOTE: IF YOU ARE COMPLETING THIS AGREEMENT FOR AN APARTMENT, YOU MUST FAX PROOF OF THE APARTMENT'S LOW-INCOME STATUS (i.e., APPLICATION, OCCUPANCY GUIDELINES, etc.) WITH THIS SERVICE AGREEMENT OR YOUR ACCOUNT WILL NOT BE ACTIVATED

Other: _____

SPECIFIC PROGRAMS OR DIVISIONS THAT WILL USE THIS SERVICE (Check ALL that apply):

Food Stamps TANF General Cash Assistance Low-Income Energy Assistance
 IEVS Fraud Investigations Quality Control Housing Assistance
 Work-related Assistance Emergency Assistance Title II Title XVI Title IV-D

Other: Please indicate all other programs that will use the service: _____

CONTACT INFORMATION

Agency/Organization/ Company Name:	Colorado Department of Human Services	Address:	1575 Sherman St, 3rd Floor
DBA or Management Company, if different:		City:	Denver
Website address:	http://Colorado.gov/CDHS	State:	CO
Main Contact:	Samantha O'Neill-Dunbar	Zip Code:	80203
Title:	Project Manager	E-mail:	samantha.oneilldunbar@state.co.us
Phone #:	303.866.22864	Fax #:	
Supervisor:	Levetta Love	Supervisor Phone#	303.866.2054

ADDITIONAL USER INFORMATION

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	<u>Name</u>	<u>Fax#</u>	<u>E-mail Address</u>
User1:			
User2:			
User3:			
User4:			
User5:			

Please provide the names, fax numbers and e-mail addresses of up to 5 additional users. Note: The "Main Contact" above will have the ability to add users via the **webManager** function. WebManagers have the ability to add, manage and approve users within the organization. If you have additional users, once Agreement is accepted, you will receive more information on how to register users.

PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816

BILLING INFORMATION

Billing Contact:		Billing Address:	
Billing Contact Title:		City:	
Billing Phone #:		State:	
Billing Fax #:		Zip Code:	
Billing E-mail:		<i>Your invoice will be sent via E-mail.</i>	

Expected Monthly Usage: _____ Payment Method: Check Credit Card

How will you perform verification requests? Website Phone
 Can we send your Invoice via e-mail? Yes No
 Is your agency Tax Exempt? Yes No

How did you hear about our Social Services program?
 From an employer From an applicant Through an Internet search
 I called the Client Service Center for assistance and the representative gave me this option
 A Work Number representative called me and explained the service.

Agency Type:

<input checked="" type="checkbox"/> Federal/State/County/City/Local/Government	<input type="checkbox"/> Social Security Administration
<input type="checkbox"/> Non- Profit Organization	<input type="checkbox"/> Housing Authority
<input type="checkbox"/> For-Profit Organization	<input type="checkbox"/> Third Party Vendor for Government Agency
<input type="checkbox"/> Apartment Complex/Property Management	<input type="checkbox"/> Other: Please specify _____

Each program requires documented proof. Specific Program(s) that will use this service:

<input checked="" type="checkbox"/> Food Stamps	<input checked="" type="checkbox"/> TANF	<input checked="" type="checkbox"/> MEDICAID
<input checked="" type="checkbox"/> Fraud Investigations	<input checked="" type="checkbox"/> Child Support Enforcement	<input checked="" type="checkbox"/> Daycare Assistance
<input checked="" type="checkbox"/> Low-Income Energy Assistance	<input type="checkbox"/> Pre-Employment	<input type="checkbox"/> Work-related Assistance
<input checked="" type="checkbox"/> Low-Income Housing	<input type="checkbox"/> Mortgage Loans	<input type="checkbox"/> Collections
<input type="checkbox"/> Other: (Please indicate other programs that will use this service: _____)		

If you are an **Apartment Complex** or **Property Management Company**, please answer the following questions:

How many units do you have? _____ How many of those are subsidized units? _____

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Are you affiliated with City/State Housing Authority? Yes No

If yes, please include the name: _____

Qualifications: In order to process your application, your agency/organization is required to provide proof (supporting documentation) of your need for employment and income verifications. Please provide the following:

<p align="center">Federal/State/County/City/Local/Government</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 	<p align="center">Social Security Administration</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility
<p align="center">Non-Profit / For-Profit Organizations</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source 	<p align="center">Third Party Vendor for Government Agency</p> <ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source.
<p align="center">Housing Authority</p> <ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement) 	<p align="center">Apartment Complex/Property Management</p> <ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

Failure to provide supporting documentation, which must include the name of your agency/organization/company name, may delay processing of your agreement or disqualify your application.

**UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE
FEES AND SERVICE DESCRIPTION**

I) USE OF SERVICE:

The Work Number® is an employment verification service provided by TALX Corporation (a provider of Equifax Verification Services), a Missouri corporation (“EVS”), to its employer clients. EVS shall provide the Service in accordance with the Universal Membership Agreement between EVS and the State of Colorado, Colorado Department of Human Services (“CDHS”) (the “Agreement”), Exhibit 1 to the Agreement and this Schedule A (which is part of the Agreement). Data on the Service may be accessed by Participating County (as defined in the Agreement) to verify Consumer’s employment status (“The Work Number® Employment Verification”) or income (“The Work Number® Income Verification”) for government purposes. All defined terms used herein shall have the meaning ascribed to them in the Agreement. Notwithstanding any conflicting provisions in the Agreement, the parties acknowledge and agree that this Schedule A to the Agreement, any future Schedule, or amendments to Schedule A or amendments to the Agreement, may be executed by CDHS without requiring separate signatures of each Participating County only if CDHS was authorized to take this action through approval by all Participating Counties which is in writing and signed by a person authorized by the governing body for each Participating County in accordance with such county’s local procedures. CDHS represents to EVS that, prior to executing any such Schedule or amendments to a schedule or the Agreement, CDHS shall have such written authorization from each Participating County to take such action.

- a) Product.** The Work Number® Employment Verification includes the Consumer’s (i) employer name and (ii) employment status. The Work Number® Income Verification may include, without limitation, the Consumer’s (i) employer address, (ii) employment dates, where available, (iii) position title, (iv) medical and dental information, where available, (v) pay rate, (vi) up to three (3) years of YTD gross income details, and (vii) up to three (3) years of pay period detail.
- b) Delivery.** The Service provides automated access to requested Data via the Internet or phone. If Data is requested via the Internet, it will be delivered instantly via the same mode. If Data is requested via the phone, it will be delivered by fax within one (1) business day.
- c) Input Requirements.** A Participating County may request access to Data by providing the Consumer’s social security number.

II) TERM: Notwithstanding any conflicting terms in Section 7 of the Agreement, this Schedule A shall be for an initial annual term effective January 1, 2016 – December 31, 2016 (the “Initial Term”); with four (4) optional annual renewal terms (“Successive Terms”) available, upon written agreement between the parties. For the avoidance of doubt the Term of the Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

III) PRICING: Fees for Services provided under this Schedule include:

Verification Fees:

Annual Minimum Payment:

CDHS Initials: _____

Transaction Type	Total cost per year (verifications)	Annual Verification Ceiling (total # of verifications)	Cost Above Ceiling
Employment Summary (SSN Search)	FREE	UNLIMITED	FREE
Income Verification	\$912,450.00 per year	165,000	\$5.53 per income verification

IV) The request by Participating County and the performance by EVS of an Employment Verification (and/or Income Verification, if applicable) under this Agreement and Schedule A shall be referred to as “Transaction(s)”. The Annual Minimum payment shall be charged to CDHS for all Transactions up to and including the Annual Transaction Ceiling. For Transactions charged against the Annual Transaction Ceiling, CDHS will be billed monthly, as transactions occur at the effective rate of \$5.53 per Transaction. Each Transaction performed above the Annual Transaction Ceiling will be charged at \$5.53 per Transaction and shall also be billed monthly. In the event the Participating Counties do not collectively use all Transactions allotted under the Annual Transaction Ceiling by the end of any annual term, EVS shall invoice CDHS for each Participating County failing to meet its allotted portion of the Annual Transaction Ceiling (as specified in Exhibit 1 hereto) during such annual term, the remaining portion of such Participating County’s corresponding Annual Minimum Payment; and CDHS shall remit payment for such remaining portion(s) directly to EVS. EVS and CDHS understand that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS, including the Annual Minimum Payment. CDHS shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Participating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach.

Notwithstanding any conflicting provisions in the Agreement, EVS shall provide written notice of any increase in fees to CDHS at least ninety (90) days prior to the end of the Initial Term, and each Successive Term. Upon receipt of such notice, CDHS shall within five (5) business days notify Participating Counties, and CDHS or any Participating County shall have sixty (60) days after receipt of notice to notify EVS and CDHS of any Participating Counties' election to terminate their Participation Agreement(s). Upon EVS's receipt of any such notice(s), the Annual Minimum Payment shall be adjusted accordingly for each remaining Successive Term, and the Annual Transaction Ceiling shall likewise be adjusted for each remaining Successive Term, by deleting the portion of the Annual Transaction Ceiling attributable to each Participating County terminating its Participation Agreement.

Transactions allotted under the Annual Transaction Ceiling that are not used during the Annual Term will not be available for use in any Successive Term.

SSN Searches will be free and do not count against the annual ceiling.

- V) **PAYMENT TERMS AND TAXES:** Invoices are due net forty-five (45) days. Invoices outstanding over forty five (45) days will result in loss of access to the Service. Except to the extent that CDHS has provided an exemption certificate, direct pay permit or other such appropriate documentation for each Participating County, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items. If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHS will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by Equifax at intervals of no less than one year, upon prior written notice.
- VI) **MODIFICATION OF SERVICE DESCRIPTION:** EVS may modify this Service Description on ninety (90) days' prior written notice to CDHS and shall within five (5) business days notify Participating Counties. CDHS may terminate this Schedule A, or any Participating County may terminate its Participation Agreement, within ninety (90) days after receipt of notice of a modification to the Service Description on written notice to EVS and CDHS; and, upon CDHS's request, an amendment to memorialize the modification to the Service Description may be executed by the parties. Absence of such termination or amendment request shall constitute CDHS's and each remaining Participating County's agreement to the modification.

**UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE
FEES AND SERVICE DESCRIPTION**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Human Services
Reggie Bicha, Executive Director

TALX Corporation,
provider of Equifax Verification Services

By _____
(signature): _____
Name _____
(print): _____
Title: _____
Date: _____

By _____
(signature): _____
Name _____
(print): _____
Title: _____
Date: _____

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By: _____
Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: _____

AGENCY TYPE:

- State or County Social Services/Human Services Agency
 Social Security Administration
 Medicaid
 Work Program (WIA)
 Housing Authority (Federal, State or County)
 Child Support Enforcement
 Low-Income Housing (i.e. Sec. 8, Sec. 42)

****Please provide proof of low-income status****

NOTE: IF YOU ARE COMPLETING THIS AGREEMENT FOR AN APARTMENT, YOU MUST FAX PROOF OF THE APARTMENT'S LOW-INCOME STATUS (i.e., APPLICATION, OCCUPANCY GUIDELINES, etc.) WITH THIS SERVICE AGREEMENT OR YOUR ACCOUNT WILL NOT BE ACTIVATED

Other: _____

SPECIFIC PROGRAMS OR DIVISIONS THAT WILL USE THIS SERVICE (Check ALL that apply):

- Food Stamps
 TANF
 General Cash Assistance
 Low-Income Energy Assistance
 IEVS
 Fraud Investigations
 Quality Control
 Housing Assistance
 Work-related Assistance
 Emergency Assistance
 Title II
 Title XVI
 Title IV-D

Other: Please indicate all other programs that will use the service: Child Care Assistance and Child Welfare/IV-E

CONTACT INFORMATION

Agency/Organization/ Company Name:	_____	Address:	_____
DBA or Management Company, if different:	_____	City:	_____
Website address:	_____	State:	_____
Main Contact:	_____	Zip Code:	_____
Title:	_____	E-mail:	_____
Phone #:	_____	Fax #:	_____
Supervisor:	_____	Supervisor Phone#	_____

ADDITIONAL USER INFORMATION

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	<u>Name</u>	<u>Fax#</u>	<u>E-mail Address</u>
User1:	<u>Not Applicable</u>	_____	_____
User2:	_____	_____	_____
User3:	_____	_____	_____
User4:	_____	_____	_____
User5:	_____	_____	_____

Please provide the names, fax numbers and e-mail addresses of up to 5 additional users. Note: The "Main Contact" above will have the ability to add users via the **webManager** function. WebManagers have the ability to add, manage and approve users within the organization. If you have additional users, once Agreement is accepted, you will receive more information on how to register users.

BILLING INFORMATION

Billing Contact:	_____	Billing Address:	_____
Billing Contact Title:	_____	City:	_____
Billing Phone #:	_____	State:	_____
Billing Fax #:	_____	Zip Code:	_____
Billing E-mail:	_____	<i>Your invoice will be sent via E-mail.</i>	

Expected Monthly Usage: _____ Payment Method: **Check** **Credit Card**

If the Expected Monthly Usage is equal or less than 25 transactions, the method of payment recommended is Credit Card.

How will you perform verification requests? Website Phone

Can we send your Invoice via e-mail? Yes No

Is your agency Tax Exempt? Yes No

How did you hear about our Social Services program?

- From an employer From an applicant Through an Internet search
 I called the Client Service Center for assistance and the representative gave me this option
 A Work Number representative called me and explained the service.

Agency Type:

- Federal/State/County/City/Local/Government Social Security Administration
 Non- Profit Organization Housing Authority
 For-Profit Organization Third Party Vendor for Government Agency
 Apartment Complex/Property Management Other: Please specify _____

Each program requires documented proof. Specific Program(s) that will use this service:

- Food Stamps TANF MEDICAID
 Fraud Investigations Child Support Enforcement Daycare Assistance
 Low-Income Energy Assistance Pre-Employment Work-related Assistance
 Low-Income Housing Mortgage Loans Collections
 Other: (Please indicate other programs that will use this service: _____)

If you are an **Apartment Complex** or **Property Management Company**, please answer the following questions:

How many units do you have? N/A How many of those are subsidized units? N/A

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Are you affiliated with City/State Housing Authority? Yes No

If yes, please include the name: _____

EXHIBIT 1 TO
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE
Participating County Transaction Allocations

County	Per County Transaction Allocation	Per County Financial Obligation
Adams	20,445	\$113,060.85
Arapahoe	8,177	\$45,218.81
Bent	92	\$508.76
Boulder	9,920	\$54,857.60
Broomfield	831	\$4,595.43
Clear Creek	6	\$33.18
Conejos	87	\$481.11
Crowley	6	\$33.18
Delta	364	\$2,012.92
Denver	30,039	\$166,115.67
Douglas	1,013	\$5,601.89
Eagle/Pitkin	551	\$3,047.03
El Paso	18,549	\$102,575.97
Fremont	814	\$4,501.42
Grand	66	\$364.98
Gunnison	9	\$49.77
Huerfano	6	\$33.18
Jefferson	20,173	\$111,556.69
Kiowa	6	\$33.18
Kit Carson	6	\$33.18
La Plata	351	\$1,941.03
Larimer	21,216	\$117,324.48
Las Animas	182	\$1,006.46
Mesa	3,914	\$21,644.42
Moffat	95	\$525.35
Montezuma	476	\$2,632.28
Montrose	35	\$193.55
Morgan	2,349	\$12,989.97
Phillips	12	\$66.36
Pueblo	5,198	\$28,744.94
Rio Grande/Mineral	101	\$558.53
Routt	571	\$3,157.63
San Miguel	139	\$768.67
Sedgwick	35	\$193.55
Summit	38	\$210.14
Weld	19,128	\$105,777.84
TOTAL	165,000	\$912,450.00

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Human Services Department Head Start Division

Arvada/Wheat Ridge Head Start Building Security Improvements

August 2, 2016

For Information

For Discussion/Approval

For Action

ISSUE: One of the most urgent safety and security issues for Human Services and the County is the Arvada/Wheat Ridge Head Start buildings. Since March of 2015, facilities, IT, Head Start and Human Services have been planning security improvements to the Arvada and Wheat Ridge Head Start buildings. Jefferson County Human Services is seeking approval for funds to complete this project.

BACKGROUND: In 2015, there were several incidents and disturbances that brought the security and safety of the students, staff and visitors to the attention of the county. The immediate solution was extra patrols by Arvada Police, a Sheriff's Deputy assigned to building security. The program hired a security company to provide temporary assistance on a contract basis in 2015.

The County also began to look at more permanent measures to ensure the safety at Arvada Head Start. Proposals and plans were gathered to replace door mechanisms to the classroom doors, installation of an exterior door monitoring system and installing cameras inside and outside the building that can be monitored by staff and accessed by law enforcement.

This project will replace the door locking mechanisms in the classrooms which will enable the doors to be secured from the inside. Currently, staff must go into a hallway to secure the door in the case of an intruder. A door monitoring system will allow staff to be alerted when an exterior door is unsecured or open. Network connected cameras will also be installed to provide additional monitoring of the campus and will allow law enforcement access if needed.

The security at the Wheat Ridge Head Start building can be improved by replacing the door locking mechanisms on 10 doors in the facility.

This project was presented and supported by the Security Manager and Security Committee on July 21, 2016.

DISCUSSION: JCHS requests approval of this security improvement project to the Arvada and Wheat Ridge Head Start buildings. The Head Start Program will receive students on August 29th.

FISCAL IMPACT: This security project can be completed for \$75,000.00 and will satisfy the current security needs for the Arvada and Wheat Ridge Head Start buildings.

RECOMMENDATIONS: The Board of County Commissioners approve the submission of a request for funds to complete this building security project.

ORIGINATOR: Lynn A. Johnson, Human Services Department Director (x4002)

CONTACTS: Dennis G. Goodwin, Justice Services Director (x 4841)



Proposal – Statement of Work

This document and all communications related to this proposal are considered confidential and proprietary

April 01, 2016

Jefferson County
5150 Allison Street
Arvada, CO 80002

Re: Jeffco Arvada HS Door Monitoring 4-01-2016 Proposal No. 116877

VTI Security Integrators (VTI) is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

Project Scope

Install door position switches at 33 existing door locations.
Provide Wiremold/Conduit as needed to bring wiring to accessible ceilings and/or conduits
Install five (5) SWH I-8 boards with enclosures

By Jeffco

Event/email programming

Equipment List

Qty	Model #	Description	Price Each	Total Cost
33	2505A-L	Armored Contact Aluminum Housing Armor Cable WG Closed Loop	\$25.35	\$836.55
33	MISC	Miremold and boxes	\$32.50	\$1,072.50
5000	18/2OAS	Cable, 18/2c Plenum, Overall Shield	\$0.13	\$650.00
500	18/4OAS	Cable, 18/4C Plenum, Shield	\$0.21	\$105.00
33	6644	End of Line Resistors	\$2.93	\$96.69
3	RM-DCM-CAN	Enclosure for 2 RM-4E and (2) 18 or (2) R8 Boards	\$148.33	\$444.99
5	AS0073-000	Eight Input Reader Bus Module	\$242.45	\$1,212.25
1	Lot	Miscellaneous Parts	\$288.72	\$288.72
Equipment Total				\$4,706.69
Labor Total				\$26,375.00
Freight Total				\$101.94
Tax Exempt				\$0.00

Total (Tax Not Included - Tax Exempt) \$31,183.63

Deduct \$ 14,286.51 if all cable/Wiremold/boxes are installed by Jeffco

Warranty:

1. Equipment:

This equipment includes VTI's standard one year warranty starting on the date of substantial completion. Specific terms and conditions are listed in our standard warranty statement.

2. Labor:

VTI provides one year labor warranty on workmanship from the date of substantial completion. Specific terms and conditions are listed in our standard warranty statement.

Notes:

1. Installation includes:

- Pulling all cable (plenum)
- Mounting of devices
- Final termination and testing of devices
- Any necessary conduit, boxes and fittings
- Documentation (submittals, as-builts, project notes)

2. Installation does not include:

- System Training
- All necessary taxes
- Bid bond
- Performance bond
- Permits

3. Installation and Scheduling

Installation can be scheduled once the attached authorization to proceed is received. All material will be ordered in a timely fashion for the availability at the scheduled installation date.

Terms:

VTI standard payment terms are Net 30 from invoice date and interest of 1.5% monthly on all unpaid and undisputed balances. VTI's standard billing practice is to progress bill every thirty (30) days. This includes billing for material ordered and received at VTI for your project. You may choose to take possession of this material and store it at your own site or it may be stored at VTI at no charge. Deposits may be required depending on the customer's credit history, and any upfront costs incurred by VTI, if the project is \$30,000 or greater and/or if the project is estimated to take six (6) months or longer to complete.

This proposal and all costs associated with it are valid for 60 days from the date of the proposal. After 60 days, prices are not guaranteed and may be subject to change.

VTI will continue to be responsive to your requirements regarding this proposal. If you have any questions or other matters, please feel free to contact me.

Respectfully Submitted By: Brian FitzGerrell, Senior Account Manager
Direct: 720-279-3336
Email: Brian.FitzGerrell@VTISecurity.com

Authorization:

The following signatures reflect acceptance and authorization of Proposal - Statement of Work 116877 and are bound by the Terms & Conditions of this Agreement or Master Services Agreement between the Parties.

**VideoTronix Incorporated
d.b.a. VTI Security Integrators**

Jefferson County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O.#: _____



Proposal – Statement of Work

This document and all communications related to this proposal are considered confidential and proprietary

April 01, 2016

Jefferson County
5150 Allison Street
Arvada, CO 80002

Re: Jeffco Arvada HS Camera Adds 4-1-2016 Proposal No. 116882

VTI Security Integrators (VTI) is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

Project Scope

Install seven (7) cameras and licenses – use existing server (from WIC)

- (2) interior fixed domes**
- (2) exterior fixed cameras**
- (2) interior “360” cameras**
- (1) exterior multisensory camera**

Install CAT6 to nearest IDF/MDF – POE switches/patchcords by Jeffco

Qty	Model #	Description	Price Each	Total Cost
2	0515-001	Network Dome Camera, M3007-PV, Panoramic, Vandal Resistant	\$521.00	\$1,042.00
2	2.0C-H4A-DC1	Network Dome, 2MP, 1080p, WDR, In-Ceiling, 3-9mm	\$663.00	\$1,326.00
1	9W-H3-3MH-DP1	Multi-Sensor Network Camera, 3x 3MP, Pendant, 2.8-8mm	\$1,462.50	\$1,462.50
1	MNT-PEND-WALL	Compact Wall Bracket for use with HD-H.264-DP and H3-DP Pendant Dome Cameras	\$70.20	\$70.20
2	0509-001	Q1765-LE, Network Bullet Camera, 18x, 1080p, IP66 & NEMA4	\$1,327.65	\$2,655.30
1	8C-ACC5-ENT	ACC 5 Enterprise License for up to 8 Camera Channes and Unlimited Viewing Clients	\$1,786.20	\$1,786.20
2000	CAT6	Cable, 24/4p, Plenum, CAT6	\$0.34	\$680.00
1	MISC	Wiremold/Boxes	\$520.00	\$520.00
1	Lot	Miscellaneous Parts	\$162.56	\$162.56
Equipment Total				\$9,704.75
Labor Total				\$7,244.50
Subcontracting Total				\$0.00
Other Expenses				\$0.00
Freight Total				\$178.90
Tax Exempt				\$0.00

Total (Tax Not Included - Tax Exempt) \$17,128.15

Deduct if Jeffco furnished and installs cabling and wiremold/conduit (except for local to the cameras): \$ 5,626.25

Warranty:

1. Equipment:

This equipment includes VTI's standard one year warranty starting on the date of substantial completion. Specific terms and conditions are listed in our standard warranty statement.

2. Labor:

VTI provides one year labor warranty on workmanship from the date of substantial completion. Specific terms and conditions are listed in our standard warranty statement.

Notes:

1. Installation includes:

- Pulling all cable (non-plenum)
- Pulling all cable (plenum)
- Mounting of devices
- Final termination and testing of devices
- Any necessary conduit, boxes and fittings

- Documentation (submittals, as-builts, project notes)
2. Installation does not include:
- POE Switches/PCs
 - 120 VAC power at specified locations
 - System Training
 - All necessary taxes
 - Bid bond
 - Performance bond
 - Permits
3. Installation and Scheduling
- Installation can be scheduled once the attached authorization to proceed is received. All material will be ordered in a timely fashion for the availability at the scheduled installation date.

Terms:

VTI standard payment terms are Net 30 from invoice date and interest of 1.5% monthly on all unpaid and undisputed balances. VTI's standard billing practice is to progress bill every thirty (30) days. This includes billing for material ordered and received at VTI for your project. You may choose to take possession of this material and store it at your own site or it may be stored at VTI at no charge. Deposits may be required depending on the customer's credit history, and any upfront costs incurred by VTI, if the project is \$30,000 or greater and/or if the project is estimated to take six (6) months or longer to complete.

This proposal and all costs associated with it are valid for 60 days from the date of the proposal. After 60 days, prices are not guaranteed and may be subject to change.

VTI will continue to be responsive to your requirements regarding this proposal. If you have any questions or other matters, please feel free to contact me.

Respectfully Submitted By: Brian FitzGerrell, Senior Account Manager
 Direct: 720-279-3336
 Email: Brian.FitzGerrell@VTISecurity.com

Authorization:

The following signatures reflect acceptance and authorization of Proposal - Statement of Work 116882 and are bound by the Terms & Conditions of this Agreement or Master Services Agreement between the Parties.

VideoTronix Incorporated
d.b.a. VTI Security Integrators

Jefferson County

By: _____

By: _____

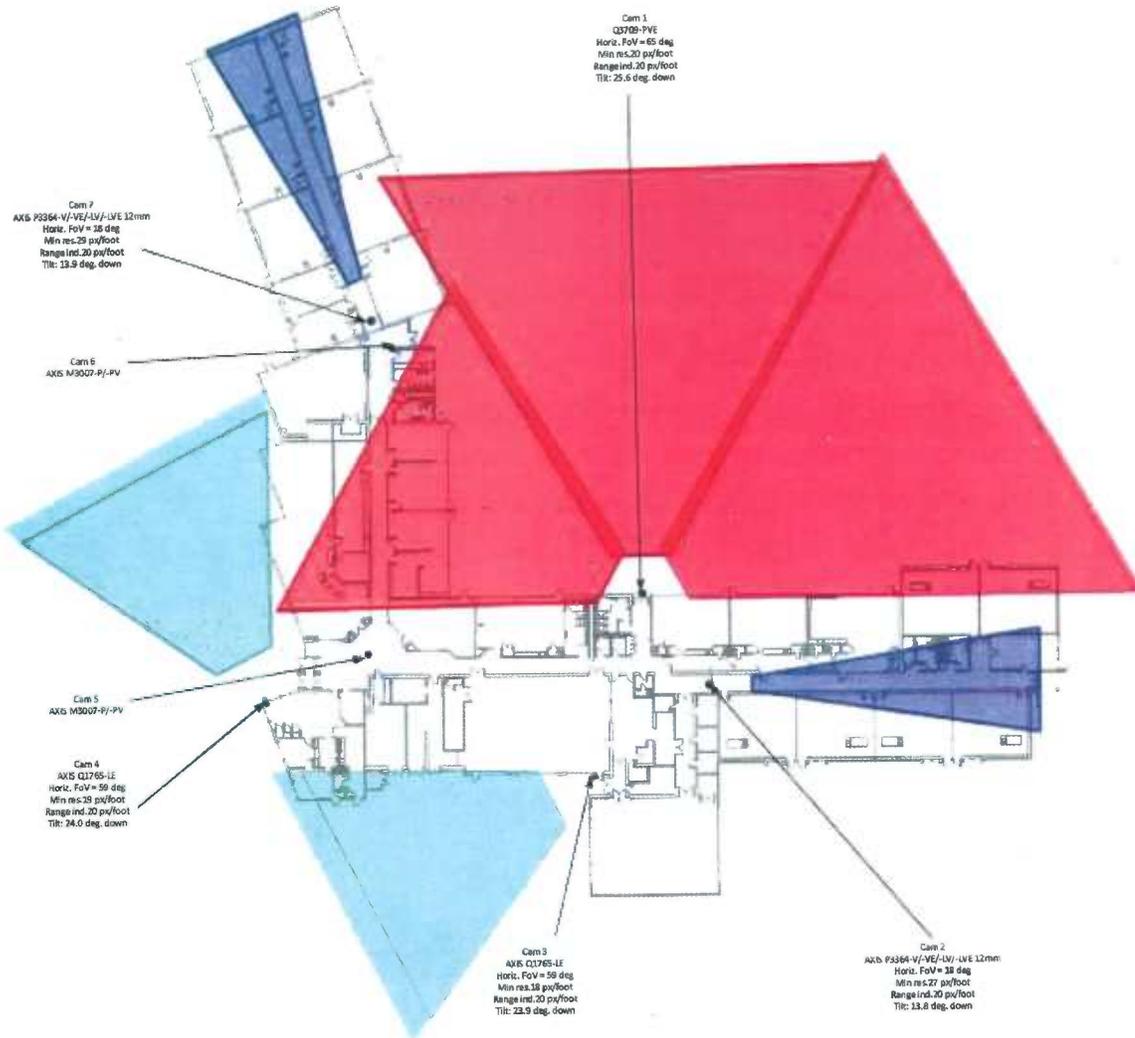
Title: _____

Title: _____

Date: _____

Date: _____

P.O.#: _____



Dennis Goodwin

From: Tara Czyzewski
Sent: Sunday, July 17, 2016 3:03 PM
To: Dennis Goodwin
Subject: RE: Head Start proposal

Thank you Dennis. The only thing that I can see that may be missing is the licensing for the Avigilon connections, which then are renewed annually. Licenses are \$2700/12 connections. So this may or may not be an issue. I represent HS from the security technology aspect, so please let me know if I can assist you with anything as you move forward with this project or if you run into things that have a technology aspect to it in your security role.

Thanks!

Tara Czyzewski | Technology and Data Strategist
Jefferson County Department of Human Services
900 Jefferson County Pkwy | Golden, Colorado 80401
303.271.4564 office | 720.326.8425 cell
<http://jeffco.us/hs> | tczyzews@jeffco.us

"Steps to a better, safer life."

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Please consider the environment before printing this e-mail.

From: Dennis Goodwin
Sent: Friday, July 15, 2016 3:23 PM
To: Tara Czyzewski
Subject: Head Start proposal

Tara, here is what I have and have submitted.

Dennis

Dennis G. Goodwin | Director
Jefferson County Department of Human Services | Justice Services
3500 Illinois Street #2800 | Golden, Colorado 80401
303-271-4841 office | 720-480-8139 cell
<http://jeffco.us/hs> | dgoodwin@jeffco.us

"Steps to a better, safer life."

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Jefferson County Facilities

Quantity	Description	Each	Total
27	ND75PD grade 1 security classroom lever 141429	253.55	6845.85
20 hrs	Labor Installition of locks	99	1980
1	4041 RW/PA del alum closer 111532	278.77	278.99
1hr	Labor, installition of door closer	99	99
4	Schlage occupancy indicator deadbolt 141466	29.7	118.8
2hr	Labor installing deadbolts	99	198
4	99I-2 26d double cylinder rim exit device	1113	4452
6hr	Labor installing exit devices	99	594
20hr	Rekey and master key all locks	99	1980
		total	16,546.64

**Deputy County Manager Update
August 2, 2016**

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: Update for the Fleet, Facilities and Construction Management (FACM), and special projects.

BACKGROUND/DISCUSSION:

Policy Updates

	Recommendation	Current Composition
Boards and Commissions Appointments	Policy has been updated and revised for clarity. Specific reference to the Planning Commission and Board of Review has been removed from this policy as that language has been added to specific board policy. Reference to the Board of Trustees of the Library regarding removal of an appointee has been added.	N/A
Liquor Licensing Authority	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	All Jefferson County residents
Sustainability Commission	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	All Jefferson County residents
CSU Extension	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	All Jefferson County residents
Audit Committee	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	Jefferson County residents (one moving)
Fairgrounds	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	Jefferson County residents
Board of Review	Policy has been amended for clarity. A Jefferson County residency requirement has been added. Language regarding removal of a member has been added.	Jefferson County residents
Planning Commission	Policy has been amended for clarity. A Jefferson County residency requirement has been added. Language regarding removal of a member has been added.	Jefferson County residents
Cultural Council	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	Jefferson County residents
Historical Commission	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	Jefferson County residents
Open Space Advisory Committee	Policy has been amended for clarity. A Jefferson County residency requirement has been added.	1 non-Jefferson County resident
Tri-County Workforce Board	Policy was updated to comply with recently amended Career Advancement Act of 2016 and the Federal Workforce Innovation and Opportunity Act of 2014. The makeup of the board is set by federal statute as well as in the IGA.	Non-Jefferson County residents
Community Services Advisory Board	Policy has been amended for clarity. Membership was changed from a maximum of 9 members to a minimum of 9 members. The makeup of the board is set by federal statute as well as in the IGA.	Non-Jefferson County residents

The Engineering Advisory Board Policy was not amended to restrict residency to Jefferson County residents. Technical background of applicants is very difficult to find and staff often has a very difficult time finding anyone who was interested in filling these positions. There are 2 non-Jefferson County residents on this Board.

The Children, Youth and Families Policy, the Community Services Advisory Board Policy, and the Criminal Justice Coordinating Committee Policy were not amended to restrict residency to Jefferson County residents. These policies set membership based on job title or Federal law.

Leases

Bowles and Simms Telecommunications Lease Amendment: The current lease for a telecommunications tower located in county right-of-way at Bowles and Simms was entered into in May 2000 and expires August 2020. Crown Castle, on behalf of T-Mobile West Tower, LLC, has asked for an amendment that allows for six (6), five (5) year renewal terms starting August 2020, with the final renewal term expiring August 2050. Also, the amendment would reduce the monthly rent from \$700 per month to \$0.00 per month as State Statute precludes utilities from paying rent for use of county right-of-way.

Vocational Rehabilitation: The current (First Amendment) to the lease agreement is for a period ending December 31, 2016 for 4,795 rentable square feet of space in the Laramie Building. Because of Vocational Rehabilitation's close association with services offered by Workforce Development, the State is requesting to exercise its second and final option to extend the lease for an additional five years, until December 31, 2021. Rent to the county has been adjusted to align with the anticipated actual costs of operating the building. From January 1, 2017 to December 31, 2017, rent would be \$5,993.75 per month, \$71,925.00 for the year or \$15.00 per rentable square foot. The lease payments would then increase \$.50 per rentable square foot annually until the expiration date.

Arvada Motor Vehicle: The county entered into a lease agreement dated December 6, 1990, for the use of space by Motor Vehicle at 6510 Wadsworth Blvd in Arvada. The 7th Amendment for the 7,633 RSF of space would continue this lease from January 1, 2017 until December 31, 2021, with the ongoing right to terminate the lease with nine months' notice to the landlord, if the county acquires or constructs a building to accommodate Arvada Motor Vehicle's use or consolidates this operation into another county facility. As part of this amendment, the landlord has agreed to provide \$22,300 to the county for replacing carpet in the employee areas and the window blinds in the public area, spend \$25,000 to repave the service drive behind the units, place outside security lighting on the rear of the motor vehicle office and provide lighting and install a door in areas adjacent the county office. Rent would decrease from \$14.01 per rentable square foot, or \$107,359.63, to \$13.50 per rentable square foot, or \$103,450.50, for year 1. The rent would escalate \$.50 per rentable square foot annually through 2019, then increase \$.25 per rentable square foot through the expiration date. The county would have one option to renew with 6 month notice prior to the end of the effective term.

FACM

Parfet Asphalt Parking Lot Replacement and Grading Improvements: Martin Marietta is currently under contract for repaving the majority of the parking lot. An amendment to the contract is required due to the addition of the remaining parking lot area, re-grading to allow proper drainage, and requirements by the City of Lakewood for the drainage improvements. The funding is within the overall budget of the project and all work should be completed by December 2016. The contract amendment will increase the contract amount from \$108,556.78 to \$390,951.35, with a total contract amount for all sites of \$1,099,652.48. Please note, work on all other sites under this contract is complete.

44th & McIntyre property: Potential buyer of this .86 acres has agreed to purchase this property for the appraised value of \$600,000. Buyer is acquiring the property "as is"; no entitlements, re-zoning, etc. The purchase and sale agreement has been sent to the potential buyer and will be ready for hearing soon.

Custodial contract renewal: The county wide annual custodial contract is up for renewal and the vendor, AFL Maintenance Group, Inc has proposed a 2% increase for the next year. FACM agrees that this increase is appropriate.

Air Handler Replacements in the Administration and Courts Building: Phase I Design is currently in final review and close-out, and is approximately 99% complete. Murphy Company is now under contract for Phase II Construction. Installation is anticipated to occur in the fall and winter of 2016, with completion scheduled for early spring of 2017. This is a later installation date than originally estimated. A carry-forward for the project funding will be requested. The project is still within the approved budget amount of \$3,174,833.

Other ongoing 2016 projects: Repair work on the parking structure at the Administration and Courts Building and the elevators at the Parfet Building will begin in September. The WIC modular project at the Arvada Head Start building is on schedule to be complete in September.

Slash Collection Program update: Ten slash collection sites have been operated so far this year. Total slash collected to date amounts to approximately 16,000 cubic yards, which equates to an entire football field piled almost 10' high. Comparison to 2015 at same point in program – 9,567 cubic yards or a 67% increase in total slash collected.

RECOMMENDATIONS:

Authorize staff to bring forward the above mentioned policies, the Bowles and Simms Telecommunications Lease Amendment, the Vocational Rehabilitation lease amendment, the Arvada Motor Vehicle lease amendment, the Parfet Asphalt Parking Lot Replacement and Grading Improvements contract amendment, the purchase and sale agreement for the property at 44th and McIntyre, and the custodial contract renewal for consideration at a future public hearing.

ORIGINATORS: Kate Newman x8567, Mark Danner x5008

Title: Administrative Policy Board and Commission Appointments	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 1
	Effective Date March 27, 2007
Policy Custodian Board of County Commissioners	Adoption/Revision Date March 27, 2007 / May 17, 2013

Adopting Resolution(s): ~~CC07-150~~

References (Statutes/Resos/Policies): CC91-130, CC91-235, CC91-496, CC91-722, CC07-150

Purpose: To govern appointments to the various boards and commissions in Jefferson County and to govern contact between appointed board, commission and committee members and elected officials.

Policy: Board and Commission Appointments

- A. ~~This~~ ~~ese~~ ~~Policy~~ ~~ies~~ ~~are~~ ~~is~~ not intended to override statutory provisions, intergovernmental agreements, or other rules, regulations or charter provisions.
- B. Vacancies
The Board of County Commissioners (~~BCC~~ Office, or designee(s)), shall coordinate all applications and reappointments as necessary.
1. Press releases, the county's website, and/or other county publications may be used to advertise vacancies.
 2. Board and commission applications shall be made ~~available~~ on the county website.
- C. Appointments
The ~~BCC~~ Board of County Commissioners shall appoint board and commission members by resolution at a public hearing. The ~~BCC~~ Board of County Commissioner's Office, or designee, shall contact the applicant. The ~~BCC~~ Board of County Commissioner's Office, or designee, shall coordinate with the boards' or commissions' staff or chairperson secretary as needed.
- D. Removal of an Appointee
1. Appointees serve at the pleasure of the ~~BCC~~ Board of County Commissioners and, absent a statutory provision to the contrary, may be removed at the sole discretion of the ~~BCC~~ Board.
 2. ~~Planning Commission, Board of Adjustment, and Board of Review, and Board of Trustees of the Library~~
The ~~BCC~~ Board of County Commissioners may remove an aAppointee to the ~~Planning Commission, Board of Adjustment or Board of Review~~ for cause, including, without limitation, nonperformance of duty or misconduct. The trustees of the Library may be removed upon a showing of good cause as defined in, but not limited to, the bylaws adopted by the Board of Trustees. Prior to ~~such~~

removal of any appointee, the BCCoard shall give the aAppointee a written notice of intent to remove, setting forth the reasons ~~therefore for the removal~~ and a date at which the appointee may appeal the removal for a public hearing before to the BCCoard. ~~If the appointee chooses to appeal the removal, the appointee~~ At the public hearing, the Appointee shall be given will have the opportunity to discuss and answer the charges made in the notice of intent to remove. ~~Following the public hearing, the Board shall send the decision in writing by certified mail to the Appointee within three (3) working days of such hearing. The removal shall be effective as of the date of such decision. If the appointee does not appeal, or if upon appeal the BCC upholds the decision to remove, the~~ removal shall be effective the date set for the appeal.

E. Contacts Between Appointees and Elected Officials

When meetings between appointed board and commission members and the BCCoard of County Commissioners or other elected officials are covered under the open meetings provisions of the Colorado Sunshine Act of 1972, Section 24-6-401, et seq., 10A, Colorado Revised Statutes, as amended (Senate Bill 91-33), the provision of such Act shall apply.

Title: Administrative Policy Liquor Licensing Authority	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 2
	Effective Date November 24, 2015
Policy Custodian Board of County Commissioners	Adoption/Revision Date November 24, 2015

Adopting Resolution(s): ~~CC15-446~~

References (Statutes/Resos/Policies): §12-18-101 C.R.S; CC97-358, CC97-605, CC00-341, CC03-514, CC07-151, CC15-446

Purpose: To establish the Liquor Licensing Authority, define its authorities, membership and terms, and provide procedures.

Policy: Liquor Licensing Authority

A. Establishment

The Jefferson County Liquor Licensing Authority (the Authority) is designated as the “local licensing authority” for the unincorporated portions of Jefferson County as defined by the Colorado Liquor Code and the Colorado Beer Code.

B. Authority and Responsibilities

1. The ~~Liquor Licensing~~ Authority shall:
 - a. Have such authority as is granted to local licensing authorities by the Colorado Liquor Code and the Colorado Beer Code;
 - b. Review requests for special event permits;
 - c. Operate according to the procedures and requirements in The Beer, Liquor, and Dance Hall Licenses Policy and perform all tasks designated therein, including issue, cancel, and revoke dance hall licenses pursuant to 12-18-101, et seq., C.R.S. and hear appeals of denials of Dance Hall Licenses.
2. Any member of the ~~Liquor Licensing~~ Authority shall be authorized to sign a show cause order on behalf of the ~~Licensing~~ Authority and shall also be authorized to execute any Order drafted pursuant to a vote of the Authority imposing an authorized penalty for violation of the Liquor Code.
3. Hearings and Meetings
 - a. The ~~Liquor Licensing~~ Authority is authorized to adopt bylaws governing any aspect of its hearings and actions not set forth herein or governed by state law or other county policy or regulation.

- b. Applications for transfer of ownership and for new licenses shall be scheduled to the extent possible to avoid hearings on fewer than two cases on one day.
- c. All hearings shall be held in the Jefferson County ~~Courts and~~ Administration and Courts Building and shall be electronically recorded.
- d. Agendas for all hearings shall be posted outside Hearing Room One at ~~the Jefferson County Courts and Administration Building~~ 100 Jefferson County Parkway, Golden CO 80419 in accordance with public notice requirements under the Colorado Open Meetings Law.
- e. Not less than once annually, the ~~Liquor Licensing~~ Authority shall meet with the Board of County Commissioners (BCC) to review the activities of the Authority during the preceding year. Either the ~~BCC~~ Board or the Authority may request intervening meetings to discuss any matter.

4. Remuneration

Members of the ~~Liquor Licensing~~ Authority shall be compensated at a rate to be established by the ~~BCC~~ Board of County Commissioners.

C. Membership

1. Composition

- a. The ~~Jefferson Liquor Licensing~~ Authority shall consist of three members and one alternate member.
- b. Members shall be ~~individuals Jefferson County residents, unless otherwise approved by the BCC,~~ who are experienced with the Colorado Liquor Code and with the conduct of administrative hearings. Members may not be an employee of a law enforcement agency in Jefferson County.

2. Terms

- a. Appointments shall be made for two-year staggered terms.
- b. Members may be reappointed.
- c. Members may be removed by the ~~BCC~~ Board of County Commissioners with or without cause prior to the expiration of their term.

3. Conflict of Interest

No member shall have any current interest in a liquor license under the jurisdiction of the ~~Liquor Licensing~~ Authority ~~for Jefferson County. or be a member of a law enforcement agency in Jefferson County.~~

D. Staff Responsibilities and Authority

- 1. The Clerk to the Board's ~~O~~ Office shall serve as staff to the ~~Liquor Licensing~~ Authority under the authority and supervision of the Jefferson County Clerk and

Recorder. The Clerk to the Board may issue Dance Hall Licenses and Special Event Permits, as permitted by §12-48-107(4) C.R.S if no objections to the application have been received, in the name of the ~~Liquor Licensing~~ Authority if the County Attorney determines the applicant has met all statutory requirements.

2. The County Attorney's Office shall serve as prosecutor for alleged liquor code violations.
3. The County Attorney's Office shall serve as legal advisor to the Authority if the Authority does not consist of attorneys who are experienced with the Colorado Liquor Code and with the conduct of administrative hearings.
4. The advising Assistant County Attorney and the prosecuting Assistant County Attorney shall not discuss pending cases, shall maintain separate files, and shall in all other respects maintain complete separation of functions with respect to liquor licensing matters.

Title: Administrative Policy Sustainability Commission	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 17
	Effective Date February 18, 2014
Policy Custodian Board of County Commissioners	Adoption/Revision Date February 18, 2014

Adopting Resolution(s): ~~CC14-058~~

References (Statutes /Resos/Policies): ~~CC14-058~~

Purpose: To create an informational clearinghouse and an open compendium of sustainability best practices

Policy: Sustainability Commission

A. Establishment

The purpose of the Sustainability Commission (the Commission) is to create an informational clearinghouse and an open compendium of sustainability best practices.

B. Responsibilities

1. Identifying and articulating aspirational sustainability goals, objectives and voluntary targets for county government and industrial, commercial, residential and recreational sectors county-wide.

2. Provide expertise, resources and promote awareness in the area of sustainability. The Commission’s work shall be advisory. Any citizen or business participation in any Commission program or initiatives is strictly voluntary.

3. Meetings

a. Regular meetings of the Commission shall be held a minimum of 6 times a year or more frequently as requested by a majority of the ~~e~~C~~ommission~~ members or by the Chair.

b. Special meetings may be called by the Chair at the request of a ~~g~~Q~~uorum~~ of the Commission.

c. All notices shall contain the date, time, place, and agenda of the meeting and shall be in writing and be sent to members at least five (5) days prior to the day of the meeting.

d. More than fifty percent (50%) of the members shall constitute a ~~g~~Q~~uorum~~.

4. Staff

The Board of County Commissioners (BCC) may authorize staff.

5. Remuneration

Members shall not be compensated.

C. Membership

1. Composition

The Commission shall be composed of nine (9) members to be appointed by the ~~BCC Board of County Commissioners~~. Members shall be chosen based on an area(s) of expertise within sustainability and shall be Jefferson County residents, unless otherwise approved by the BCC.

2. Terms

- a. Each member shall be appointed for a three (3)-year term. Note: For the initial establishment of the ~~Committee Commission~~, three (3) members will have one-year terms, three (3) members will have two-year terms, and three (3) members will have three-year terms in order to stagger the term end dates.
- b. Members shall be subject to reappointment by the ~~Board of County Commissioners~~ BCC upon application for renewal.
- c. Each member shall serve until his or her term expires, membership is terminated by written resignation, is terminated by the Commission because of three consecutive unexcused absences, or is revoked by the ~~BCC Board of County Commissioners~~.
- d. Members may be removed by the ~~BCC Board of County Commissioners~~ with or without cause prior to the expiration of their term.

3. Conflict of Interest

Members will ensure that their actions present neither a conflict of interest nor the appearance of impropriety or conflict with the public trust. In the event of such conflict, the member shall disclose the interest to the Chair and immediately disqualify himself or herself from making any decisions involving the interest.

4. Vacancies

- a. Vacancies shall be filled by appointment by the ~~BCC Board of County Commissioners~~.
- b. The Commission may review the applications for appointment and make recommendations to the ~~BCC Board of County Commissioners~~ for vacancies that occur.

Title: Administrative Policy CSU Extension Advisory Committee	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 15
	Effective Date May 1, 2012
Policy Custodian CSU Extension Division	Adoption/Revision Date May 1, 2012

Adopting Resolution(s): [CC12-174](#)

References (Statutes /Resos/Policies): C.R.S. 23-34-104(4); [CC12-174](#)

Purpose: To establish the Colorado State University Extension Advisory Committee, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: CSU Extension Advisory Committee

A. Establishment

The Jefferson County [Colorado State University \(CSU\)](#) Extension Advisory Committee ([the Committee](#)) was established November 7, 1961.

B. Responsibilities

1. The specific functions and responsibilities of the ~~Jefferson County CSU Extension Advisory~~ Committee shall include:

- a. Understand the core program areas of the ~~Colorado State University~~ CSU Extension in Jefferson County.
- b. Assist in identifying the needs and concerns of the community and county related to natural resources, horticulture, youth development and family and consumer services.
- c. Provide input to the CSU Extension Director regarding the development and implementation of educational programs and priorities within CSU Extension's expertise.
- d. Suggest resources and delivery methods to address identified priorities.
- e. Serve as liaison among the citizens of Jefferson County, the Board of County Commissioners ([BCC](#)) and CSU Extension.
- f. Communicate the benefits and impacts of CSU Extension programs and services with decision makers and citizens.

2. Meetings

- a. Regular meetings of the ~~Advisory~~ Committee shall be quarterly on the 3rd Thursdays of January, April, July and October. Notice shall be in writing or email and shall be sent to members at least seven (7) days prior to the day of the meeting.
 - b. Special meetings may be called by the Chair at the request of the majority of the ~~Advisory~~ Committee members. Notice shall be in writing, email, or by telephone at least seven (7) days prior to the day of the meeting.
 - c. All notices shall contain the date, time, place, and agenda of the meeting.
 - d. More than fifty percent (50%) of the members shall constitute a quorum.
 - e. The ~~Advisory~~ Committee may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or other county policy or regulation.
3. Staff
The ~~CSU~~ Extension Director or his/her designee shall staff the ~~Advisory~~ Committee.
 4. Remuneration
Members shall not be compensated.

C. Membership

1. Composition
 - a. The ~~Advisory~~ Committee shall be composed of 7 members to be appointed by the ~~BCCBoard of County Commissioners~~.
 - b. Members shall be Jefferson County residents, unless otherwise approved by
hip composition is at the discretion of the ~~BCCBoard of County~~
~~Commissioners~~.
2. Terms
 - a. Each member shall be appointed for a three (3)-year term and may serve two (2) consecutive terms. Terms shall begin on April 1, unless otherwise determined by resolution of the ~~BCCBoard of County Commissioners~~.
 - b. Members shall be subject to reappointment by the ~~BCCBoard of County~~
~~Commissioners~~ upon application for renewal.
 - c. Each member shall serve until his or her term expires, membership is terminated by written resignation or, based on a recommendation from the ~~Advisory~~ Committee, is terminated by the ~~BCCBoard of County~~
~~Commissioners~~ because of two unexcused absences in one 12 month period.
 - d. Members may be removed by the ~~BCCBoard of County Commissioners~~ with or without cause prior to the expiration of their term.

3. Conflict of Interest

Members will ensure that their actions present neither a conflict of interest nor the appearance of impropriety or conflict with the public trust. In the event of such conflict, the member shall disclose the interest to the Chair and immediately disqualify himself or herself from making any decisions involving the interest.

43. Vacancies

Vacancies shall be filled by appointment by the ~~BCC Board of County Commissioners~~.

Title: Administrative Policy Audit Committee	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 13
	Effective Date April 30, 2013
Policy Custodian Finance and Information Technology Department	Adoption/Revision Date April 30, 2013

Adopting Resolution(s): [CC13-169](#)

References (Statutes /Resos/Policies): CC12-059, [CC13-169](#)

Purpose: To establish the Audit Committee, specify its membership and terms, and define its responsibilities.

Policy: Audit Committee

A. Establishment

The purpose of the Audit Committee (Committee) is to assist the county in its evaluation of internal controls, reporting practices, and audit findings.

B. Responsibilities

1. The Committee shall make recommendations to the Board of County Commissioners (BCC) regarding a work plan for the upcoming fiscal year.
2. The Finance and Information Technology (FIT) Department will provide staff resources to the Committee in support of completing the work plan. These duties may include organizing meeting logistics, taking minutes and disseminating them to the committee members and the BCC, and providing internal research, as deemed necessary. If the Committee requires audit or other related services beyond the ability of the internal staff resources provided, it may request the BCC to engage an outside consultant at the expense of the BCC.
3. It is the responsibility of the county to engage an independent audit firm to conduct routine audits. It is the responsibility of the county and the independent auditor to be the primary determinant that the county's financial statements and disclosures are complete and accurate and in accordance with generally accepted accounting principles and applicable rules and regulations.
4. Responsibilities of the ~~audit~~ eCommittee could or may include:
 - Make recommendations in the selection of the independent audit firm.
 - Review the independent auditors' proposed audit scope; make recommendations to the BCC regarding the scope.

- Review the county's audited financial statements (presented by the independent auditors).
- Review the single audit report (presented by the independent auditors).
- Review other relevant official public financial information as needed.
- Review significant accounting and reporting issues encountered during the annual external audit and understand any impact on the financial statements.
- Review the independent auditors' reports and communications.
- Review with the independent auditors any issues encountered with management and staff during the audit.
- Assess performance of the independent auditors and provide feedback to the FIT Director, Accounting Director, or BCC as necessary.
- Review the comprehensive framework of the internal control structure and the County Policies and Procedures.
- Identify areas of risk and recommend areas for further review and audit of internal controls, policies and procedures.
- Provide feedback on any significant issues or concerns that are identified while performing these responsibilities.
- Advise the BCC, the FIT Director and the Accounting Director on any significant issues brought to the Committee by any auditor or consultant.
- Advise the FIT Director or Accounting Director on any insignificant issues brought to the Committee by any auditor or consultant.

5. Meetings

a. Regular Meetings

Regular meetings of the Committee shall be held a minimum of four times a year, or more frequently as requested by a majority of the Committee members or by the Chair.

b. Special Meetings

Special meetings may be called by the Chair or at the request of a quorum of the Committee.

c. Notice of Meetings

(1) Notice of Regular Meetings shall be sent or e-mailed to members and the BCC at least ten (10) calendar days prior to the day of the meeting.

(2) Notice of Special Meetings shall be sent or e-mailed to members and the BCC at least (3) calendar days prior to the day of the meeting.

(3) All notices shall contain the following information: (1) the date, time, and place of the meeting; and (2) the agenda for said regular meeting, or the purpose or purposes for which a special meeting is called.

(4) The Chair shall submit the agenda to the FIT Director or Accounting Director at least ten (10) calendar days before the regularly scheduled meeting.

(5) Notices, including agendas of regular and special meetings, shall be posted at:

Glass Cabinet on the Outside Wall of Hearing Room 1
Jefferson County Administration and Courts Building
100 Jefferson County Parkway
Golden, CO 80419

d. Meeting Location

All the meetings of the Committee shall be held in the Jefferson County Administration and Courts Building.

6e. Bylaws

a. ~~(1)~~ The ~~Committee~~~~Board~~ may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or other county policy or regulation.

b. ~~(2)~~ Amendments to the bylaws may be determined at any regular meeting by a quorum of the members present at the meeting.

76. Remuneration

Members of the Committee shall not be compensated.

78. Quorum

Fifty percent of the appointed members shall constitute a quorum.

C. Membership

1. Composition

The Committee shall be comprised of five members. ~~County Elected O~~fficials, ~~a~~Appointed ~~O~~fficials, or county staff may not be a member of the Committee.

Committee members shall be Jefferson County residents, unless otherwise approved by the BCC, and will be chosen based on expertise in the following areas:

- a. An understanding of generally accepted accounting principles, including those relevant standards for local and government accounting and financial reporting issued by the Governmental Accounting Standards Board; an understanding of financial statements, and generally accepted auditing standards. Working knowledge of the enabling laws and regulations that the government operates within would be valuable.
- b. Ability to assess the general application of the foregoing principles and standards in connection with the accounting for estimates accruals, external restrictions and reserves.
- c. Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that can reasonably be expected to be raised by the organization's financial operations.
- d. An understanding of internal controls and procedures for financial reporting

- e. Basic understanding of an audit committee function and responsibility to the organization.
- f. A basic understanding of the operational environment and structure of a statutorily-defined county government in Colorado.

2. Terms

- a. Members serve at the pleasure of the ~~BCCBoard of County Commissioners~~, and may be removed with or without cause, at the discretion of the ~~BCCBoard of County Commissioners~~.
- 3b. Members may be removed by a quorum of the Committee at any regular meeting because of two consecutive unexcused absences.
- 4c. Unless their term is earlier terminated as provided above or the member vacates the position, the BCC intends an appointment of a member to be for a two (2) year term ending March 31st. The ~~BCCBoard of County Commissioners~~ intends to re-appoint a member to the committee for a maximum of four consecutive two-year terms (8 years). Note: For the initial establishment of the Committee, two members will have one-year terms and three members will have two-year terms in order to stagger the term end dates. A member may continue to serve after a term has expired while a new appointment is pending.

63. Conflict of Interest

No member shall vote on any issue on which the member has a direct or indirect financial interest.

45. Vacancies

Vacancies shall be filled by appointment by the ~~BCCBoard of County Commissioners~~.

Title: Administrative Policy Fairgrounds Advisory Committee	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 16
	Effective Date November 13, 2012
Policy Custodian Fairgrounds Division	Adoption/Revision Date November 13, 2012

Adopting Resolution(s): ~~CC12-403~~

References (Statutes /Resos/Policies): CC93-517, CC12-403

Procedures: Fairgrounds Advisory Committee Bylaws

Purpose: To establish the Fairgrounds Advisory Committee, specify its membership and terms, and define its responsibilities.

Policy: Fairgrounds Advisory Committee

A. Establishment

The Fair Advisory Board was established in 1967 without clear direction of roles. ~~On March 29, 1967~~The Board of County Commissioner's Resolution No. CC93-517 confirmed its establishment and defined its role to address Fairgrounds capital improvements, allowable uses of the Fairgrounds and significant policy updates.

B. Responsibilities

1. Duties

The specific functions and responsibilities of the Fairgrounds Advisory Committee (the Committee) shall include reviewing and advising on the following to the Board of County Commissioners (BCC):

- Capital improvement needs at the Fairgrounds,
- Allowable uses of the Fairgrounds facilities,
- Facility rental fee structure,
- Updates to the Fairgrounds Master Plan,
- Proposals and/or resolution of significant conflicts involving Fairgrounds users, neighbors or other stakeholders,
- Additional duties upon request of the BCC~~Board of County Commissioners~~.

2. Staff and Office

The Fairgrounds Director or his/her designee shall staff the ~~Advisory~~ Committee.

3. Meetings

- a. All regular and special meetings of the Committee shall be held at times set in accordance with the Committee ~~b~~Bylaws. All meetings will be held in accordance with the Colorado Open Meetings Law (~~§ 24-6-401, et seq, C.R.S. (2011)~~).

- b. Quorum. A quorum of the Committee shall be four members. No official business of the Committee shall be conducted without a quorum present.
- c. Meeting Location. All the meetings of the Committee or any subcommittee or task force thereof shall be held within Jefferson County and shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public.

C. ~~Renumeration~~ Remuneration

Each Committee member shall receive fifteen dollars, (\$15.00), per regular meeting at which they are in attendance and shall not be entitled to any further compensation, property or funds for the performance of their duties, nor shall any member receive any pecuniary profit or in-kind benefit from their involvement with the ~~committee~~ Committee.

D. Bylaws

The Committee may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or local law, or other ~~c~~County policy or regulation.

E. Membership

1. Composition

The Committee shall be composed of seven (7) members to be appointed by the ~~BCC Board of County Commissioners~~. Members shall be Jefferson County residents, unless otherwise approved by hip composition is at the discretion of the BCC Board of County Commissioners.

2. Terms

- a. Each Committee member shall be appointed for a three (3) year term. Terms will be staggered with at least two (2) Committee positions being appointed/re-appointed each year.
- b. Committee members shall be subject to reappointment by the ~~BCC Board of County Commissioners~~ upon application for renewal.
- c. Members serve at the pleasure of the ~~BCC Board of County Commissioners~~, and may be removed with or without cause, at the discretion of the ~~BCC Board of County Commissioners~~.

34. Conflict of Interest

Members will ensure that their actions present neither a conflict of interest nor the appearance of impropriety or conflict with the public trust. In the event of such conflict, the member shall disclose the interest to the Chair and immediately disqualify himself/herself from making any decisions involving the interest.

43. Vacancies

Vacancies shall be filled by appointment by the ~~BCC Board of County Commissioners~~. New appointments shall be made in accordance with the Board and Commission Appointments Policy.

Title: Administrative Policy Board of Review	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 8
	Effective Date March 27, 2007
Policy Custodian Building Safety	Adoption/Revision Date March 27, 2007

Adopting Resolution(s): ~~CC07-155~~

References (Statutes /Resos/Policies): §30-28-206, C.R.S. 1973; CC83-131, CC07-155

Purpose: To establish the Board of Review, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Board of Review

A. Establishment

Section 30-28-206, C.R.S. 1973 provides that the Board of County Commissioners (BCC) may provide for a Board of Review.

B. Responsibilities

1. Duties: The Board of Review may:

- a. In appropriate cases and subject to appropriate principles, standards, rules, conditions and safeguards set forth in the building code, make special exceptions to the terms of the Building Code in harmony with their general purpose and intent.
- b. Suggest amendments to the Building Code for the consideration of the BCC Board of County Commissioners.
- c. Adopt substantive rules and regulations based on the provisions of the Building Code adopted by the BCC Board of County Commissioners.

2. The Board of Review shall not have the authority to waive requirements of the Building Code.

3. Staff

The Division of Building Safety shall provide staff to record all meetings.

4. Meetings

a. Regular Meetings:

- (1) Regular meetings shall be held, if convenient, on the third Thursday of each month. Additional regular meetings, may be called by the Chair~~man~~ to transact current business.
 - (2) The Board of Review shall consider only evidence and data presented to it in the application and at the hearing for purposes of rendering a decision. The Board of Review members are not required to investigate and seek out additional and pertinent information, however, they may do so if they desire, on a "no pay" basis. ~~(CC83-134)~~
- b. Special meetings may be called by the Chair~~man~~ of the Board of Review.
 - c. Meeting Agenda
 - (1) Notices, including agendas of regular and special meetings, shall be posted at:
Glass Cabinet on the Outside Wall of Hearing Room 1
Jefferson County ~~Courts and~~ Administration and Courts Building
100 Jefferson County Parkway
Golden, CO 80419
 - (2) The Secretary of the Board of Review shall prepare the agenda for ~~the Board~~ meetings and shall mail copies thereof to each ~~Board~~ member at least 7 days before any meeting.
 - d. All regular and special meetings shall be conducted at the Administration and Courts Building at 100 Jefferson County Parkway.
 - e. Quorum
 - (1) Regular Meetings: Two (2) regular members or one (1) regular member and one (1) alternate shall constitute a quorum.
 - (2) Special Meetings: Two (2) regular members, or one (1) regular member and one (1) alternate shall constitute a quorum.
 - f. In the event the Board of Review fails to meet within two (2) weeks of either the time scheduled for a regular meeting or the time called for a special meeting, the Chief Building Official shall notify the BCC~~Board of County Commissioners~~ of the circumstances and basis for delay and the pending cases to be heard by the Board of Review.
 - g. If any regular member will be absent or if he wishes to abstain from voting on a case, the regular member must ~~appoint an~~ arrange for the alternate to sit on the Board of Review prior to the start of said case.
 - h. When less than three (3) regular members and alternates are present, and upon request by any party prior to the hearing, the Chair~~man~~ may, at his discretion, order the matter continued until such time as a full board will be present to hear the matter.

5. Remuneration

- a. Members of the Board of Review shall be compensated for attendance of regular or special meetings and inspections when required for ~~Board~~ action and as authorized by the ~~BCC Board of County Commissioners~~.
- b. Alternate members shall receive remuneration for regular or special meetings and inspections when required for ~~Board~~ action of the Board of Review when a regular member is absent and the alternate is qualified and authorized to act in place of the absent member at said meeting. Alternates will receive the same remuneration as a regular member when sitting for a regular member.

C. Membership

1. Composition

The Board of Review shall be composed of representatives to be appointed by the ~~BCC Board of County Commissioners as follows:~~ There shall be three (3) regular members. Alternate members may be appointed at the discretion of the ~~BCC Board of County Commissioners~~. Members shall be Jefferson County residents, unless otherwise approved by the BCC.

2. Terms

- a. Terms shall be for three (3) years beginning on January 31, and shall be so arranged so that the term of at least one (1) member will expire each year. Appointment of alternate members shall be for a period of one (1) year beginning on January 31.
- b. The BCC may remove an appointee to the Board of Review for cause, including, without limitation, nonperformance of duty or misconduct. Prior to removal of any appointee, the BCC shall give the appointee a written notice of intent to remove, setting forth the reasons for the removal and a date at which the appointee may appeal the removal to the BCC. If the appointee chooses to appeal the removal, the appointee will have the opportunity to discuss and answer the charges made in the notice of intent to remove. If the appointee does not appeal, or if upon appeal the BCC upholds the decision to remove, the removal shall be effective the date set for the appeal.

34. Conflict of Interest

Any member having affiliations with applicants shall refrain from comment on those applications, and will absent themselves from the room while those proposals are under discussion and consideration. Such members shall not vote or participate in any other decision-making activity directly related to those applications.

43. Vacancies

Vacancies on the Board of Review shall be created by the resignation, expiration of term, or removal from office by the ~~BCC Board of County Commissioners~~ of an appointed member. New appointments shall be made in accordance with the Board and Commission Appointments Policy.

5. Officers

The officers shall consist of a Chair~~man~~, Vice-Chair~~man~~, and Secretary elected yearly with no member serving as Chair~~man~~ for more than two (2) consecutive years.

D. Appeals and Approvals

1. Appeals to the Board of Review may be taken by any person aggrieved by his inability to obtain a building permit or by any officer, department, board or bureau of the county affected by the grant or refusal of the building permit.

2. All applications for a hearing shall be in writing and filed with the Chief Building Official and shall contain the following information:

a. The name and address of the person appealing from the denial of the building permit and who is to receive notification of the decision.

b. A complete statement of the case including any pertinent evidence or exhibits which are to be reviewed by the Board of Review in connection with an application and hearing.

c. A notation of all Colorado statutes or building code provisions, interpretations, or decisions of the Building Official which are involved in the appeal.

d. Additional information as required by the Building Official.

3. The Board of Review, in its sole discretion, may reject any application because of insufficient or inaccurate information or the submission of an appeal over which it has no jurisdiction.

4. The Board of Review or any voting member thereof may inspect any building or property which is the subject of any hearing. Such inspection may be made at any time after the application is filed and before a decision is reached on the application. No inspection shall be undertaken except upon notice to the applicant and the Chief Building Official of the time and place of the inspection.

5. Hearing Procedures

a. The appellant or his representative shall be present at the hearing.

b. The Building Official or his designee shall present his evidence and recommendations of the case being called by the Chair~~man~~.

c. The applicant shall then present his evidence and recommendations and reasons for the request of variance. Any interested parties or citizens may then present evidence towards the case being heard.

d. Cross examination shall be by questions and may be done by any Board member at any point in time from any applicant or interested parties during the course of the hearing.

- e. The Chair~~man~~ shall determine whether the Board of Review shall deliberate immediately following the presentation of the case or whether deliberation shall be deferred until after presentation of all cases on the agenda for the meeting.
 - f. After hearing and deliberation, the Chair~~man~~ may call for a motion approving or disapproving the application which was the subject of the hearing. The motion shall be made for the adoption of specific findings of fact, conclusions of law, and reasons for the decision.
 - g. The Chair~~man~~ may recess any meeting to allow time for preparation of a proper motion.
 - h. The Chair~~man~~ may request that a proposed motion and findings be prepared by a member ~~of the Board~~, the applicant, the Building Official or the County Attorney for approval or disapproval at a later meeting of the Board of Review.
 - i. Decisions
 - (1) Decisions of the Board of Review shall be based on substantial evidence contained in the record and only the evidence admissible to the request of the variance.
 - (2) Any matter may be tabled for discussion and decision at the next regular meeting of the Board of Review if, in the opinion of the majority of the members of the Board of Review, there is need for additional evidence, inspection or advice of counsel or for any other substantial reason.
6. Any appellant that requests a special meeting of the Board of Review or a rehearing of a previous case shall submit a fee of One Hundred Dollars (\$100.00) which shall accompany the application for a special meeting.

E. Review of the Code

Suggested amendments to the Building Code may be submitted by the Board of Review to the ~~Board of County Commissioners~~BCC for consideration from time to time as the Board of Review deems appropriate. The Board of Review may consider any proposed amendments recommended by the Chief Building Official.

F. Amendments

The supplemental rules of procedure of the Board of Review may be adopted or amended at any scheduled meeting of the Board of Review. In no case, however, shall these supplemental rules become effective until a public hearing thereon has been conducted by the Board of Review. Notice of the hearing, stating its time and place and where the text of the proposed substantive rules and regulations may be inspected shall be given in the same manner as provided in the Colorado Revised Statutes for the adoption of the Building Code.

Title: Administrative Policy Planning Commission	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 9
	Effective Date <u>November 12, 2013</u>
Policy Custodian Planning and Zoning Division	Adoption/Revision Date <u>November 12, 2013</u>

Adopting Resolution(s): ~~CC13-423~~

References (Statutes /Resos/Policies): § 30-28-103, 30-28-104, 30-28-106, 30-28-110, 30-28-111, 30-28-116, 30-28-133, 32-1-202, C.R.S. 1973; CC96-177, CC04-104, CC07-156, CC08-167, CC11-349, CC13-423

Purpose: To establish the Planning Commission, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Planning Commission

A. Establishment

The Planning Commission was appointed by the Jefferson County Board of County Commissioners (~~BCC~~) to act in accordance with the authority established in the Colorado Revised Statutes.

B. Membership

1. Composition

The ~~BCC Board of County Commissioners~~ has established, through appointments, a Planning Commission consisting of up to seven (7) regular members and two (2) associate members pursuant to Section 30-28-103, as amended. All members shall be residents of Jefferson County.

2. Tenure

The term of appointed regular members shall be three (3) years and that of associate members shall be one (1) year or until their respective successors have been appointed, but the terms of office shall be staggered by making appointments so that approximately one-third of the members' terms expire each year.

3. Appointments

a. The ~~BCC Board of County Commissioners~~ typically appoints new members of the Planning Commission in March of each year, but the ~~BCC Board~~ has the discretion to make appointments at any time.

b. The BCC may remove an appointee to the Planning Commission for cause, including, without limitation, nonperformance of duty or misconduct. Prior to removal of any appointee, the BCC shall give the appointee a written notice of intent to remove, setting forth the reasons for the removal and a date at which the appointee may appeal the removal to the BCC. If the appointee

chooses to appeal the removal, the appointee will have the opportunity to discuss and answer the charges made in the notice of intent to remove. If the appointee does not appeal, or if upon appeal the BCC upholds the decision to remove, the removal shall be effective the date set for the appeal.

C. Bylaws

The Planning Commission may adopt bylaws governing any aspect of its membership, meetings, and actions not inconsistent with policy or other law including Federal, State or other county policy, law, or regulation.

D. Meetings

1. Time-

All regular meetings of the Planning Commission shall be held at times set in accordance with the Jefferson County Planning Commission Bylaws and applicable law.

2. Quorum

A quorum of the Planning Commission shall be five members. No official business of the Planning Commission shall be conducted without a quorum present.

E. Remuneration

All members of the Planning Commission shall be compensated for scheduled meetings and documented field trips at a rate to be established by the BCC Board of County Commissioners.

F. Staff

There shall be a staff secretary to the Planning Commission who shall be responsible for attesting to all resolutions approved by the Planning Commission. The staff secretary shall be appointed and removed by the Director of the Planning and Zoning Division.

Title: Administrative Policy Cultural Council	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 4
	Effective Date October 23, 2012
Policy Custodian Board of County Commissioners	Adoption/Revision Date October 23, 2012

Adopting Resolution(s): ~~CC12-380~~

References (Statutes /Resos/Policies): § 32-13-101, et seq, Colorado Revised Statutes (1989 Supplement); CC89-920, CC92-224, CC07-153, CC12-380

Purpose: To establish the Jefferson County Cultural Council, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Cultural Council

A. Establishment

The Jefferson County Cultural Council (the "Council") was established by the Jefferson County Board of County Commissioners (BCC) in accordance with the authority conferred by the Scientific and Cultural Facilities District Act (the "Act"), § 32-13-101, et seq, Colorado Revised Statutes (1989 Supplement).

B. Responsibilities

1. Duties

- a. The Council shall develop and submit to the Board of Directors of the Scientific and Cultural Facilities District an annual plan specifying the distribution of a percent of the revenues collected in Jefferson County for the purpose of supporting scientific and cultural facilities, in accordance with the Act (§ 32-13-107(3)(c)(II), C.R.S.). Such annual plan shall be submitted to the ~~BCC~~ Board of County Commissioners for approval before submission to the Board of Directors of the Scientific and Cultural Facilities District.
- b. Jefferson County's share of the tax revenues generated in accordance with the Act, ("Funds" or the "Fund") shall be used to support non-profit organizations, which meet the requirements of section 501 (c)(3) of the federal Internal Revenue Code of 1986, as amended, whose primary purpose is to provide for the enlightenment and entertainment of the public through the production, presentation, exhibition, advancement, or preservation of art, music, theater, dance, zoology, botany, or natural history or agencies of local government, which have such primary purpose, benefiting Jefferson County residents (in accordance with § 32-13-103(4), (7) and § 32-13-107(3)(b)(I)(A), C.R.S.).
- c. Distribution of Funds: Funds are available for general operating support and special projects as set forth in the ~~B~~bylaws of the Council.

2. Staff and Office

- a. The Council may designate locate, and relocate its business office and such other offices or divisions as in its judgment are needed to conduct the business of the Council. The office will be located within the boundaries of Jefferson County.
- b. Staff support for the Council may be provided by the Clerk to the Board or a designee.

3. Meetings

- a. All regular and special meetings of the Council shall be held at times set in accordance with the Council ~~b~~Bylaws. All meetings will be held in accordance with the Colorado Open Meetings Law (§ 24-6-401, et seq, C.R.S. (2011)).
- b. Quorum. A quorum of the Council shall be four members. No official business of the Council shall be conducted without a quorum present.
- c. Meeting Location. All the meetings of the Council or any committee or task force thereof shall be held within Jefferson County and shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public.

C. Remuneration

Members of the ~~Council~~Committee shall not be compensated.

D. Bylaws

1. The ~~Council~~Board may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or local law other county policy or regulation.
2. The ~~b~~Bylaws may be amended by at least four Council members present and voting at any regularly scheduled meeting of the Council or at any special meeting of the Council called for that purpose, provided that in either instance notice of proposed revisions or amendments has been delivered or mailed to each Council member not less than ten days prior to the meeting at which such revisions or amendments are considered.

E. Membership

1. Composition-
The Council shall be composed of representatives to be appointed by the ~~BCC~~Board of ~~County Commissioners~~ as follows: There shall be seven members of the Council: two members shall represent respectively each of the three Jefferson County Commissioner Districts, and one shall be at large. All representatives shall be residents of Jefferson County. The composition of the residences of the members shall reasonably reflect the ratio of county ~~residents~~citizens residing in incorporated and in unincorporated areas of Jefferson County.

2. Terms

- a. Members serve at the pleasure of the ~~BCC Board of County Commissioners~~, and may be removed with or without cause, at the discretion of the ~~BCC Board of County Commissioners~~.
- b. Council members' terms shall be for three years or until their successors have been chosen as appropriate. No member shall serve more than two succeeding three year terms. Before the conclusion of a Council member's first three-year term, the Council may recommend renewal or non-renewal of that member's appointment by majority vote in writing to the ~~BCC Board of County Commissioners~~.
- c. Officer terms shall be for one year. No Council member shall serve as Officer in the same office for more than two succeeding one-year terms.

3. Vacancies

Vacancies on the Council shall be created either by the resignation of a member, expiration of a member's term, or removal of the member from the Council by the ~~BCC Board of County Commissioners~~. New appointments shall be made in accordance with the Board and Commission Appointments Policy.

F. Funding Guidelines

1. The Council shall not discriminate against a grant applicant because of race, creed, color, religion, national origin, ancestry, marital status, gender, sexual preference, age, physical handicap, veteran status, or political service or affiliation.
2. The distribution of funds shall be made in accordance with § 32-13-107(3)(c), C.R.S. to organizations who meet Scientific and Cultural Facilities District eligibility requirements and any other requirements as set forth in the Act. Specific funding guidelines are set forth in the Council ~~b~~Bylaws.

Title: Administrative Policy Historical Commission	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 14
	Effective Date May 1, 2012
Policy Custodian Planning and Zoning Division	Adoption/Revision Date May 1, 2012

Adopting Resolution(s): [CC12-173](#)

References (Statutes /Resos/Policies): CC74-110, [CC12-173](#)

Purpose: To establish the Jefferson County Historical Commission, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Historical Commission

A. Establishment

The Jefferson County Historical Commission (Commission) was established by the Board of County Commissioners (BCC) in 1974 to coordinate historical activities, including the development of local history and the preservation of historical sites within the county.

B. Responsibilities

1. The responsibility of the ~~Jefferson County Historical~~ Commission shall be to encourage and engender stewardship of the history of Jefferson County. Specifically, the Commission shall:

- a. Coordinate the historical activities of Jefferson County and act as a liaison with national, state and local historical organizations.
- b. Prepare and disseminate historical materials about Jefferson County's past.
- c. Promote and support various historical and educational programs.
- d. Identify, research and actively participate in the preservation of historical sites within Jefferson County.
 - o Assist the appropriate governmental entities in developing procedures or guidelines for identifying and/or designating and preserving official historical sites in Jefferson County.
 - o Assist property owners with the identification, designation and preservation of historical sites in Jefferson County.

2. The ~~Historical~~ Commission may participate in various organizational grant programs, with no financial obligation on Jefferson County's part, which provide financial assistance for the preservation of historical sites, or other historical programs.

3. Meetings

- a. Regular meetings of the Commission shall be held monthly. Notice shall be in writing and shall be sent to members at least ten (10) days prior to the day of the meeting.

- b. Special meetings may be called by the Chair at the request of five (5) members of the Commission. Notice shall be in writing or by telephone at least seven (7) days prior to the day of the meeting.
- c. All notices shall contain the date, time, place, and agenda of the meeting.
- d. More than fifty percent (50%) of the members shall constitute a quorum.
- e. The Commission may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or other county policy or regulation.

4. Staff

The ~~BCCBoard of County Commissioners~~ may authorize staff and funding.

5. Remuneration

Members shall not be compensated.

C. Membership

1. Composition

The Commission shall be composed of members to be appointed by the ~~BCCBoard of County Commissioners and shall be Jefferson County residents, unless otherwise approved by the BCC.~~ Membership composition is at the discretion of the ~~BCCBoard of County Commissioners~~, however, in general, the membership shall be composed as follows:

- a. Two (2) members from each of the three (3) County Commissioner Districts (a total of six (6)).
- b. Five (5) county-wide (at large) members.
- c. All currently appointed members (as of the effective date of this policy) shall remain as members and shall be eligible for reappointment regardless of the above membership limits.

2. Terms

- a. Each member shall be appointed for a three (3)-year term.
- b. Members shall be subject to reappointment by the ~~BCCBoard of County Commissioners~~ upon application for renewal.
- c. Each member shall serve until his or her term expires, membership is terminated by written resignation, is terminated by the Commission because of three consecutive unexcused absences, or is revoked by the ~~BCCBoard of County Commissioners~~.
- d. Members may be removed by the ~~BCCBoard of County Commissioners~~ with or without cause prior to the expiration of their term.

3. Vacancies

- a. Vacancies shall be filled by appointment by the ~~BCCBoard of County Commissioners~~.
- b. The Commission may review the applications for appointment and make recommendations to the ~~BCCBoard of County Commissioners~~ for vacancies that occur.

4. Conflict of Interest

Members will ensure that their actions present neither a conflict of interest nor the appearance of impropriety or conflict with the public trust. In the event of such conflict, the member shall disclose the interest to the Chair and immediately disqualify himself or herself from making any decisions involving the interest.

Title: Administrative Policy Open Space Advisory Committee	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 3
	Effective Date March 27, 2007
Policy Custodian Open Space Division	Adoption/Revision Date March 27, 2007

Adopting Resolution(s): ~~CC07-152~~

References (Statutes /Resos/Policies): 1972 Resolution, CC80-711, CC81-227, CC81-420, CC86-110, CC86-259A, CC86-269, CC86-927, CC86-969, CC87-112, CC87-731, CC87-882, CC87-942, CC88-53, CC90-99, CC90-100, CC91-447, CC92-726, CC94-153, CC98-665, CC06-138, CC06-235, CC07-152

Purpose: To establish the Open Space Advisory Committee, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Open Space Advisory Committee

A. Establishment

The purpose of the Committee is to make recommendations to the county regarding selection, development, maintenance, preservation and use of Open Space land in accordance with the Responsibilities Section of this policy and as set forth in the Enabling Resolutions, and to establish priorities therefor.

The Committee may, by separate and additional resolution, recommend to the Board of County Commissioners (BCC) such rules and regulations as may be required to implement the Jefferson County Open Space Program in the best interest and preservation of the public peace, health, safety, morals, and welfare of the citizens of Jefferson County. All rules and regulations are designed to assure that all Open Space Funds shall be used for the purposes set forth in the Enabling Resolutions, and to perform such other functions as authorized by law and the BCC.

B. Responsibilities

1. Recommendations

The Committee shall review and make recommendations to the BCC regarding the following:

- a. Open Space budget.
- b. Terms of Purchase and Sale Agreements as to Real Property Interests.
- c. All Local Park and Recreation Grant Program and Nonprofit Grant Program requests, ~~Joint Venture and Grant Requests from cities and other appropriate entities.~~
- d. Purchase, sale, lease, or transfers of water rights.

- e. All acquisitions, dispositions, trades and gifts of interests in real property.
 - f. The naming of County Open Space parks.
 - g. When appropriate, intergovernmental agreements.
 - h. Such other matters as the Director deems appropriate.
2. Work with Staff
- The Committee shall work with Open Space staff regarding the following:
- a. The periodic development of and revisions to the Open Space Master Plan.
 - b. Review of all new Open Space parks and major Open Space facility development conceptual plans and associated development budgets in advance of commencing development of Open Space parks and/or trails.
3. Meetings
- a. The Committee may meet with cities, districts, citizen's/homeowners groups, etc. when deemed necessary, regarding matters relevant to the Open Space Program.
 - b. The Committee shall meet annually with the BCC to review the expenditures of all of the net proceeds from the approved Open Space sales tax made for the preceding two (2) years, and of the proposed expenditures to be made in future years, with a view to establishing priorities therefor, and to review the status of the Open Space Program.
 - c. All Committee members and alternate members are expected to attend all meetings and field trips. All Committee members and alternate members shall endeavor to inform the Open Space Division Director in advance if they will not be attending a regularly scheduled meeting.
 - d. Types of Meetings
 - (1) All regular meetings and study sessions of the Committee shall be held as determined by the Committee. No official action on any matter will be taken while in a study session.
 - (2) Special meetings of the Committee may be called by the Chairman or by a majority of the members of the Committee. Notice of any special meeting of the Committee shall be given at least twenty-four (24) hours in advance of said meeting either by telephone or in writing delivered to all of the members.
 - (3) The Committee may, by two-thirds vote of the quorum present, go into executive session to consider and discuss any matters as may be provided by law. No official action on any matter may be taken while in executive session, other than approval of the minutes of an executive session.

4. Remuneration

Committee members and alternate members shall be compensated as authorized by the BCC for attendance at scheduled meetings and field trips of the total Committee.

C. Membership

1. Committee Composition

a. The Committee shall be residents of Jefferson County, unless otherwise approved by the BCC.

b. The Committee shall be composed of representatives to be appointed by the BCC as follows:

1) a.—Three (3) representatives of municipal government selected from lists of nominees submitted by individual municipalities located wholly or partly within Jefferson County.

2) b.—Three (3) representatives of Jefferson County government (including one professional planner employed by Jefferson County).

3) c.—Three (3) ~~citizens~~residents of Jefferson County- at-large.

4) d.—One (1) representative from Park and Recreation Districts selected from lists of nominees submitted by Park and Recreation Districts located wholly or partly within Jefferson County.

5) e.—Alternate members may be appointed at the discretion of the BCC.

2. Terms

a. Each Committee member shall be appointed for a period of three (3) years, unless a vacancy is otherwise created.

b. Appointment of alternate members shall be for a period of two (2) years, unless a vacancy is otherwise created.

c. Members serve at the pleasure of the BCC, and may be removed with or without cause, at the sole discretion of the BCC.

3. Vacancies

Vacancies on the Committee shall be created either by the resignation of a member, expiration of a member's term or removal of the member from the Committee by the BCC. New appointments shall be made in accordance with the Board and Commission Appointments Policy.

4. Conflict of Interest

a. As a matter of policy, the Committee members and alternate members shall strive to promote public confidence in the Committee by assuring the people

of the impartiality and integrity of Committee members and alternate members. As such, all Committee members and alternate members will ensure that their actions present neither a conflict of interest nor the appearance of impropriety or of a conflict with the public trust.

- b. It shall be a conflict of interest for a Committee member or alternate member to have a personal interest in any business transaction within that member's area of influence on the Committee. In the event of such a conflict, or if for any other reason, the Committee member or alternate member believes a conflict of interest or the appearance of impropriety or of a conflict with the public trust exists, the Committee member or alternate member shall immediately disclose the interest to the Chair~~man~~ of the Committee and immediately disqualify himself or herself from making any decisions involving such business transaction or other relationship.

5. Officers

- a. The Committee shall elect its officers on an annual basis. The term of all officers shall be one (1) year, or until removed or replaced.
- b. It shall be the responsibility of the Chair~~man~~ to preside at all meetings, to appoint all standing and temporary committees, and to coordinate with staff on agendas for all regular and study meetings of the Committee. The Chair~~man~~ shall also appoint all subcommittees and designate the chair~~man~~ thereof.
- c. In the case of absence or disability of the Chair~~man~~, the Vice-Chair~~man~~ shall perform the functions of the office of the Chair~~man~~. The Committee may choose to elect two alternate Vice-~~Chairmen~~Chairs. By motion, the Committee shall determine the manner in which the Chair~~man's~~ responsibilities shall be assumed by a Vice-Chair~~man~~.
- d. The Committee's Secretary shall be responsible for attesting to all resolutions approved by the Committee.
- e. In the case of absence or disability of the Secretary, the Secretary Pro-Tem shall perform the functions of the office of the Secretary.

D. Procedures

1. The Committee shall conduct its business as required by law and according to the agenda prepared for each meeting. The agenda may be revised or amended at any time by majority vote, subject to applicable public notice requirements.
2. At ~~the a~~ public Committee meeting, a presentation may be made by the party submitting ~~the a~~ proposal. Public comment may be accepted at this meeting. Before the Committee takes action on a proposal, the staff may make recommendations, and the Committee may discuss ~~that issue~~the proposal, prior to making a decision.
3. No official business of the Committee can be conducted without a quorum present. A quorum of the Committee shall be at least six (6) members.

4. All Resolutions of the Committee shall be forwarded to the BCC for review.
5. Voting
 - a. Each Committee member shall be entitled to and must be present to vote.
 - b. No proxy votes shall be allowed.
 - c. Unless otherwise indicated in these Policies, all matters shall be determined by the vote of a majority of the members, and all motions shall be determined by an affirmative vote of a majority of the members of the Committee.
 - d. When there are less than ten (10) Committee members eligible to vote on any matter, the Chairman shall authorize, on a rotating basis, one or more alternate members to vote, until (10) members are eligible to vote.
 - e. Prior to voting on whether to acquire an interest in real property, at least six (6) voting members of the Committee shall have viewed the real property. The real property may have been viewed by field trip, video or other electronic or visual media.
 - f. For purposes of recommending any changes to these Policies and Procedures, all motions shall be determined by the affirmative vote of seven (7) members at any scheduled meeting of the Committee.

Title: Administrative Policy Tri-County Workforce <u>Development</u> Board	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 5
	Effective Date <u>November 12, 2013</u>
Policy Custodian Workforce Development	Adoption/Revision Date <u>November 12, 2013</u>

Adopting Resolution(s): CC13-422

References (Statutes/Resos/Policies): CC97-107, CC00-404, CC06-157, CC07-057, CC13-422

Purpose: To provide guidance for the Tri-County Workforce Development Board in compliance with the Colorado Workforce Investment Act of 1998Career Advancement Act of 2016 and the Federal Workforce Investment Act of 1998Innovation and Opportunity Act of 2014.

Policy: Tri-County Workforce Development Board

A. Establishment

The Colorado Career Advancement Act of 2016 (CAA) Workforce Investment Act of 1998 (“CWIA”) and the Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) Investment Act of 1998 (“WIA”) (together known as the “Acts”) mandate the establishment of the Tri-County Workforce Development Board (the “Development Board”) to provide policy guidance to the county commissioners on all aspects of the Workforce Development system with service delivery in the counties of Clear Creek, Gilpin and Jefferson.

B. Responsibilities

1. In compliance with the Acts, the Development Board shall be responsible for:
 - a. Developing the local plan, Identifying the region's workforce development needs,
 - b. Workforce research and labor market analysis, Creating a comprehensive strategy, and
 - c. Convening, brokering, and leveraging local resources, Developing policy framework to meet the workforce development needs of employers.
 - d. Employer engagement,
 - e. Career Pathways development,
 - f. Identification and promotion of proven and promising practices,
 - g. Developing strategies for using technology to maximize accessibility and effectiveness of programs,

- h. Program oversight,
- i. Negotiation of local performance accountability measures,
- j. Selection of operations and providers,
- k. Coordination with education providers,
- l. Accessibility for individuals with disabilities, and
- m. Memorandums of Understanding and One-Stop certification.

2. The Development Board shall adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or other county policy or regulation.
3. The Development Board will forward membership recommendations and resignations to the Jefferson County Boards of County Commissioners.
4. The Development Board shall operate within its budget.
5. Members of the Development Board shall not be compensated.
6. Jefferson County shall provide staff to the Development Board. To accomplish the purposes of the Development Board, staff shall provide services, information and other necessary professional assistance.
7. Allowable Development Board Expenses
Development Board members may be reimbursed, with prior approval of the Development Board Chair and the Community and Workforce Development Division Director and Jefferson County Workforce Director (Workforce Director), for expenses incurred on behalf of the Development Board, provided expenses are in line with the Development Board's operating budget and in compliance with federal, state, and local policies and procedures.

C. Membership

1. The ~~Workforce Investment Act (WIA)~~WIOA requires that a majority of the members be from the business community.
2. Development Board members shall consist of decision-making individuals reflective of the business demographics in the local area and leaders from the workforce system, education, and economic development. These individuals must represent entities located in the local area. Where such entities do not exist, individuals must represent entities located in the planning region. Board members shall reflect the local/regional labor market and shall be owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. Board membership, at a minimum, shall include representatives from: local businesses, local education, labor

~~organizations, community organizations, economic development agencies, and one-stop partners.~~

3. The Jefferson County Board of County Commissioners ~~of Gilpin and Clear Creek counties~~ have full appointment and discharge authority over all their respective county's appointments. The Clear Creek County Board of County Commissioners and the Gilpin County Board of County Commissioners reserve the right to nominate a business member from their respective county.
4. The remaining members will be appointed by the Jefferson County Board of County Commissioners in compliance with the balance of membership required on the Development Board by the Acts.
5. All members of the Development Board will be voting members.
6. The number of members on the Development Board may vary so long as the requirements of the Acts have been met.
7. Terms
 - a. Appointments shall be made for two-year staggered terms, beginning July 1.
 - b. A member may not serve more than four consecutive terms unless the Development Board has recommended reappointment and the ~~board~~-member's qualifications are necessary to meet the WIOA requirements for Development Board composition.
 - c. An officer may serve no more than one two-year term in each office.
 - d. If a member is appointed to fill an unexpired term, that ~~member~~officer shall be considered to have filled one term provided that the appointment is for eight or more months.
 - e. Members may be removed by the ~~appropriate~~Jefferson County Board of County Commissioners with or without cause prior to the expiration of their term. The Clear Creek County Board of County Commissioner and the Gilpin County Board of County Commissioners may recommend the removal of their nominated Development Board member to the Jefferson County Board of County Commissioners.

Title: Administrative Policy Community Services Advisory Board	Policy No. Part 2, Board Administration Chapter 2, Establishment of Appointed Boards Section 7
Policy Custodian Community Development	Effective Date March 27, 2007 Adoption/Revision Date March 27, 2007

Adopting Resolution(s): ~~CC07-154~~

References (Statutes /Resos/Policies): Community Services Block Grant Act (42 U.S.C. 9901 et seq.); CC95-316, CC95-709, CC96-088, CC97-635, CC99-454, CC00-606, CC02-463, CC07-154

Purpose: To establish the Community Services Advisory Board, specify its membership and terms, define its responsibilities, and provide procedures.

Policy: Community Services Advisory Board

A. Establishment

1. The Community Services Block Grant Act (42 U.S.C. 9901 et seq.) mandates the establishment of a tripartite advisory board to participate in the development, planning, implementation, and evaluation of program funds.
2. The Community Services Advisory Board (the "Advisory Board") was appointed by the Jefferson County Board of County Commissioners (BCC) to study matters related to human services for low and moderate income residents.

B. Responsibilities

1. Duties: The Advisory Board shall:
 - a. Make recommendations to the ~~Jefferson County Board of County Commissioners (the Board)~~ BCC regarding matters related to human services for low and moderate income residents;
 - b. Make recommendations to the ~~Board~~ BCC regarding recipients for funds made available to Jefferson County and Park County from Community Services Block Grant and similar grants; and
 - c. Serve as liaison for the ~~C~~county to the Jefferson County and Park County community on issues related to human services.
2. Staff
Staff shall be provided by the Community and Workforce Development Division and shall provide services, information and other necessary professional assistance as determined by the Community and Workforce Development ~~Program~~

Manager/Division Director or designee. Meetings shall be scheduled and publicized by staff as well as meeting minutes transcribed by staff.

3. Meetings

a. Open Meetings

All The Advisory Board and all committees shall hold meetings open to the public and keep minutes of such meetings. The Advisory Board shall make available to shall be open to the public information regarding the award of grants or contracts to eligible providers and, on request, minutes of meetings. except as otherwise provided by law.

b. Meeting notices, including agendas of regular and special meetings, shall be posted at:

Glass Cabinet on the Outside Wall of Hearing Room 1 Jefferson County Administration and Courts Building 100 Jefferson County Parkway Golden, CO 80419

Meetings that require additional notice as prescribed by Federal or State law or regulation will be announced as required.

c. Regular and Study Meetings

The Advisory Board shall meet twice a year and shall meet more frequently as necessary on an agreed upon schedule. Said meetings shall be held at the Office of Community Development, 3500 Illinois Street, Golden, CO 80401 unless another location is posted on the Advisory Board's agenda. The Advisory Board may vote on issues via e-mail, fax, conference call or proxy by giving a member of the Advisory Board their proxy vote in writing prior to a scheduled meeting. All regular and study meetings of the Advisory Board shall be held monthly from September through May at a time and location established by the Advisory Board, unless canceled by the Advisory Board at the previous meeting or by the Chairperson.

d. Special Meetings

Special meetings of the Advisory Board may be called by the Chairperson, Chairman, by a majority of the membership of the Advisory Board, or by the BCC. Notice of meetings shall be made by mail, fax, or email to each member by the staff. Agendas for special meetings shall be posted as provided in B.3.b. At any special meeting no business other than that stated in the notice shall be transacted.

e. Bylaws

The Advisory Board may adopt bylaws governing any aspect of its membership, meetings and actions not set forth herein or governed by Federal, State, or other cCounty Ppolicy, law or regulation.

4. Remuneration

Members of the Advisory Board shall not be compensated.

C. Membership

1. Composition

- a. ~~The Advisory Board shall consist of a maximum of nine members who represent the interests of different segments of the community and shall be composed so as to assure that not fewer than 1/3 of the members are persons who represent low-income individuals and families.~~ The Advisory Board shall consist of a minimum of nine members who represent the interests of different segments of the community. The Advisory Board shall be composed so as to assure that at least 1/3 of the members are democratically-selected persons who represent the low-income community as directed by federal law. The remaining members shall be composed of one-third local elected officials (or their representatives), and one-third from major groups and interests in the community. At least one Advisory Board member shall represent the Park County Community.
- b. No employee of Jefferson County employed in the Jefferson County Human Services Department may serve a voting Advisory Board mMember.

2. Terms

- a. Each Advisory Board member's appointment shall be for a period of two (2) years and ~~board member~~ terms shall be staggered so that approximately one half of the appointments expire each year.
- b. Each Advisory Board member shall serve until his or her term expires or until reappointed or replaced by the BCC~~Board~~.
- c. Each Advisory Board member can serve a maximum of three (3) consecutive terms.

3. Vacancies/Appointments

- a. Vacancies on the Advisory Board shall be created by the resignation, expiration of term or removal from office by the BCC~~Board of County Commissioners~~.
- b. Members missing two unexcused regularly scheduled Advisory B~~board~~ meetings in a calendar year, shall be contacted by the Advisory Board ~~Chairman~~. A letter declaring interest, commitment or resignation will be required of said Advisory Board member before the next regularly scheduled Advisory Board meeting. If a letter is not received before the next regularly scheduled Advisory Board meeting, the member shall be considered to have resigned.
- c. New appointments shall be made BCC by the Board in accordance with the Board Establishment of Appointed Boards and Commissions /Appointment Policy except:
 - 1) The Park County Commissioners shall make recommendations to the Jefferson County BCC for the person to be appointed to the Advisory Board to represent the Park County community; and
 - 2) The appointments of persons to meet the requirement for one- third of the membership to represent low-income individuals and families shall be appointed from nominations from partner organizations or other organizations who have democratically selected nominees or from qualify persons who submit applications. The Advisory Board shall review

applications for compliance with necessary qualifications and make recommendations to the BCC.

4. Conflict of Interest

- a. Any member having affiliations with applicants for funds from the Community ~~Development~~ Services Block Grant and similar grants shall refrain from comment on those proposals, and will absent themselves from the room while those proposals are under discussion and consideration. Such members shall not vote or participate in any other decision-making activity directly related to those proposals.
- b. A member of the Advisory Board may not (1) vote on a matter under consideration by the Advisory Board (a) regarding the provision of services by such member (or an entity that such member represents); or (b) that would provide direct financial benefit to such member or the immediate family of such member; or (2) engage in any other activity determined to constitute a conflict of interest.
- c. All members must adhere to the Advisory Board's Conflict of Interest and whistleblower rules, provided during the member's first meeting.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Foxton Road Crash Study
August 2, 2016**

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: The Transportation and Engineering (T&E) Division has completed preliminary studies and minor field improvements in response to three vehicular crashes with fatalities. These all occurred on a particular section of Foxton Road since October 2015. Further improvements are being considered as part of the Safety Improvement Program (SIP).

BACKGROUND: The T&E Division was asked by the Board of Commissioners to respond to concerns presented by Mr. Harlan J. Helker regarding the curve on Foxton Road located roughly 1/2 mile south of Running Deer Road. No locations on this road had been previously identified in the SIP top candidate list or in the 2015 countywide comprehensive crash study. Therefore a new study was initiated to focus on this particular location. Current year crashes were used but actual reports must be obtained from Colorado State Patrol (CSP) through a special request process and that is pending. T&E staff has been in contact with Mr. Helker and conducted a field review at the location promptly and determined some short and long term recommendations. The short term warning sign enhancements have already been installed. Longer term recommendations include extension of the existing guardrail, speed reduction pavement markings, and electronic signage with radar speed display.

DISCUSSION: T&E staff will continue the consideration of the long term recommendations to be potentially funded by the SIP. Discussions are underway with JCSO regarding the recent crashes and better ways to obtain and share this information faster.

FISCAL IMPACT: None, all improvements to be funded by existing sources.

RECOMMENDATIONS: None at this time.

ORIGINATOR: Derek Schuler, Transportation & Engineering

CONTACTS FOR ADDITIONAL INFORMATION: Derek Schuler and
Everett Bacon, Transportation & Engineering
8/2/16

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Wadsworth Blvd. / Waterton Rd. Intersection Improvements Project
Contract and Purchase Orders for Construction**

August 2, 2016

 For Information For Discussion/Approval
Prior to Future Hearing For Action

Issue: Approval of (1) contract to construct roadway improvements; (2) purchase order for materials testing services; and (3) contract amendment for engineering support services.

Background: Jefferson County is currently advertising for construction of the Wadsworth Blvd. / Waterton Rd. Intersection Improvements project. Six interested general contractors attended pre-bid meetings July 20, 2016 and will submit bids for a public bid opening August 2, 2016. The budgeted amount for construction is \$4 million which is derived from South Area Traffic Impact Fee funding and CDOT FASTER funding. Work is anticipated to start September 6, 2016 and end in May, 2017.

In addition, materials testing services are required for quality assurance support of the roadway construction. Jefferson County is currently obtaining quotes from four geotechnical engineering firms that have master services contracts. Quotes will be submitted August 19, 2016 and the selected firm will be issued a purchase order for services. The budgeted amount is \$213,000. Work is anticipated to start September 6, 2016 and end in May 2017.

Finally, Jefferson County has received a proposal to amend to its design services contract with the project designer, Felsburg, Holt and Ullevig (FHU) to add engineering support services in the amount of \$113,000. These services will continue FHU's obligation through the construction phase to assure the roadway and drainage design plans are accurately constructed and final documents are completed.

Discussion: Each of these three items are standard requirements for construction of a capital improvement project of the scale of the Wadsworth/Waterton Intersection reconstruction project and the project budget anticipates these needs. If bids received exceed the budgeted amounts, the BCC will be briefed as to the amount that the budget would be exceeded.

Fiscal Impact: Expenditures for these three items will be made over a two-year period, in 2016 and ending in 2017. All work has been approved in the 2016 CIP budget and 2016-2020 CIP budget.

Recommendation: 1) Approve plans to contract construction services. The BCC will be provided with the actual contract after bid opening and contractor evaluation and before final approval. 2) Approve plans to issue a purchase order for geotechnical testing services. The BCC will be presented with the actual purchase order before BCC approval and after quotes are received and a consultant is recommended. 3) Approve a contract amendment in the amount of \$113,000 for FHU engineering services during construction.

Originator: Jeanie Rossillon, Development and Transportation, X8575 **Contacts for Additional Information:** Steve Durian, Transportation & Engineering, X8498

ATTACHMENTS: First Amendment to Contract for Design Engineering Services - Wadsworth-Waterton Canyon Intersection

FIRST AMENDMENT TO
CONTRACT FOR DESIGN ENGINEERING SERVICES
(Wadsworth-Waterton Canyon Intersection)

THIS FIRST AMENDMENT TO CONTRACT FOR DESIGN ENGINEERING SERVICES (this "First Amendment"), dated for reference purposes only this 8th day of July, 2016, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County") and **FELSBURG HOLT & ULLEVIG, INC.** (the "Consultant").

RECITALS

- A. The parties entered into a Contract dated December 5, 2013 for design of the Wadsworth - Waterton Canyon Intersection Project, T&E Project No. 6-69-03-3652 (the "Contract").
- B. The County previous issued changes orders under the Contract in the amount of \$38,065.
- C. The County now desires to add Construction Design Support Services to the existing contract which requires an amendment of the Contract.
- D. The parties desire to amend the Contract as set forth herein.
- E. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.

AGREEMENT

In consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Consultant agree as follows:

1. Paragraph 1(B) is modified to add the additional Scope of Work for the Construction Design Support Services as more specifically described on Exhibit A attached hereto (the "Construction Design Support Services").

2. The second sentence of Paragraph 3 of the Contract is hereby deleted in its entirety and replaced with the following:

"The Consultant designates Robert G. Refvem, P.E. as the "Consultant Representative" and Robert G. Refvem, P.E., Tom Anzia, P.E., David Kim P.E., Kendra Gabbert, P.E. and Chad Twiss as "Key Personnel" under this Contract.

3. Paragraph 6 is so that the new Completion Date shall be December 31, 2017.

4. Paragraph 7 is amended to increase the Contract Price by a not-to-exceed amount for the Construction Design Support Services of One Hundred Thirteen Thousand Dollars and No Cents (\$113,000.00) for the additional quantities of Work on a time and materials basis in accordance with the updated rates set forth in the Exhibit B, for a new total Contract Price not-to-exceed Five Hundred Thirty-Three Thousand Dollars and No Cents (\$533,000.00).

5. The Contract as modified herein remains in full force and effect and is ratified by the County and the Contractor. In the event of any conflict between the Contract and this First Amendment, the terms and conditions of this First Amendment shall control.

6. This First Amendment is binding upon and inures to the benefit of the Parties hereto and its successors and assigns.

7. This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

The parties hereto have caused this First Amendment to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Libby Szabo, Chairman
Board of County Commissioners
Date _____

APPROVED AS TO FORM:

By _____
Kourtney K Hartmann
Assistant County Attorney

THE CONSULTANT:

FELSBURG HOLT & ULLEVIG, INC.

By _____
Dean P. Bradley, President
Date _____

Exhibit A

Scope of Work for Construction Design Support Services

See attached.

JEFFERSON COUNTY TRANSPORTATION AND ENGINEERING DIVISION

**CONSTRUCTION DESIGN SUPPORT SERVICES
SCOPE OF SERVICES
WADSWORTH/WATERTON INTERSECTION PROJECT**

**REVISED
JULY 26, 2016**

This Scope of Services is for Construction Design Support Services which is to be provided by Felsburg Holt and Ullevig, Inc. (FHU) during the construction of roadway improvements for the Wadsworth-Waterton Intersection Project in Jefferson County.

Construction design support services are anticipated to begin September 1, 2016 and are anticipated to be completed no later than July 1, 2017. Tom Anzia, PE, will serve as the Principal-in-Charge and assist with project management. David Kim, PE, will be the Senior Project Manager/Senior Engineer in charge of the project services provided by FHU. Kendra Gabbert, PE, and Chad Twiss will be responsible for preparing the Letter of Map Revision (LOMR) for Brush Creek.

The type of work anticipated for the Construction Design Support Services includes all or parts of the following activities:

I. Construction Design Support Services

The following Construction Design Support Services will be provided by the FHU staff.

A. Shop Drawing and Submittal Review. As requested and directed by Jefferson County, FHU shall review all shop drawings and submittals in accordance with the project specifications and CDOT specifications. The shop drawing / submittal review may include the following items:

1. Materials Submittals
2. Asphalt and Concrete Mix Designs
3. Structures (Inlets, Manholes, etc.)
4. Storm Drainage
5. Traffic Signal Equipment
6. Pre-Cast Box Culvert (Bid Alternate)
7. Miscellaneous Items

B. Technical Assistance / Meetings / RFIs. Provide technical assistance to Jefferson County project personnel on an as-needed basis. These services shall include, but not be limited to, the following:

1. Continuity of Communication - Maintain communication and liaison with Jefferson County during the construction of this project.
2. Meetings – Attend construction related meetings as required for continued coordination and continuity of the project. This includes up to 34 weekly meetings at the site and meetings at Jefferson County, as requested. The

frequency and duration of the site meetings will be coordinated through FHU and Jefferson County. Written minutes of site visits, telephone conversations and meetings regarding the project will be prepared and distributed to Jefferson County staff as appropriate.

3. Address Questions – Respond to questions in the field that arise relative to the plans, details, or special provisions. Assist with the interpretation of the plans and specifications.
4. Technical Review – Technical review of transmittals and information not included in the shop drawing submittals.
5. PMJM Mitigation Inspection – FHU shall conduct the required 2017 PMJM vegetation mitigation inspection. FHU will visit the site, compile a photo log, inspect ground coverage and general conditions, prepare a memorandum reporting results of the inspection, and report deficiencies (if any) to Jefferson County and the USFWS.
6. Request for Information (RFI's) – Review, analyze (if required) and provide responses to formal RFI's submitted by the contractor regarding the design plans and specifications of the project.
7. Engineering & Drafting - Assist with the preparation of County requested changes to the plans and specifications.

C. Preparation of As-Built Drawings. FHU will prepare the as-built drawings from the Contractor's "red-lined" field as-built drawings.

D. Letter of Map Revision (LOMR). FHU

FHU will utilize the floodplain analysis performed during the design phase as the starting point for the hydraulic model. Current topographic information from survey of the as-built conditions will be incorporated into the hydraulic model. The hydraulic model will use the most current version of HEC-RAS that is approved for use by FEMA.

FHU will perform a site visit to examine as-built conditions to aid in the development of the hydraulic model.

The consultant will fill out the pertinent FEMA MT forms and sign the appropriate forms where necessary. FHU will prepare a LOMR report that describes the project, explains the methods used and presents the data that was developed. The report will also explain the datum, peak flows, and how the upper and lower project areas were tied into. FHU will develop a floodplain work map that shows the mapping and the floodplain boundaries within the project limits. We will also prepare revised flood insurance rate map panels as necessary. Copies of the electronic hydraulic model, reports, maps and other information will be provided to Jefferson County and FEMA. FHU will work with Jefferson County staff to provide additional information, if needed on a timely basis in order to get final acceptance of the LOMR.

Exhibit B

Consultant's Hourly Rates

See attached.

2016 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III.....	\$235	Sr. Environmental Technician	\$130
Principal II.....	\$210	Environmental Technician V.....	\$120
Principal I.....	\$190	Environmental Technician IV.....	\$115
Associate	\$180	Environmental Technician III.....	\$100
Sr. Engineer.....	\$170	Environmental Technician II.....	\$85
Engineer V.....	\$150	Environmental Technician I.....	\$75
Engineer IV.....	\$135	Graphic Design Manager.....	\$120
Engineer III.....	\$115	Graphic Design Specialist V.....	\$110
Engineer II.....	\$100	Graphic Design Specialist IV.....	\$100
Engineer I.....	\$90	Graphic Design Specialist III.....	\$90
Sr. Environmental Scientist/Planner.....	\$170	Graphic Design Specialist II.....	\$80
Environmental Scientist/Planner V.....	\$150	Graphic Design Specialist I.....	\$70
Environmental Scientist/Planner IV.....	\$135	Marketing Manager.....	\$120
Environmental Scientist/Planner III.....	\$115	Marketing Specialist.....	\$105
Environmental Scientist/Planner II.....	\$100	Systems Administrator.....	\$110
Environmental Scientist/Planner I.....	\$90	Sr. Administrative Assistant.....	\$95
GIS Manager.....	\$180	Administrative.....	\$80
GIS Specialist V.....	\$150		
GIS Specialist IV.....	\$135		
GIS Specialist III.....	\$115		
GIS Specialist II.....	\$100		
GIS Specialist I.....	\$90		
Sr. Transportation Planner.....	\$170		
Transportation Planner V.....	\$150		
Transportation Planner IV.....	\$135		
Transportation Planner III.....	\$115		
Transportation Planner II.....	\$100		
Transportation Planner I.....	\$90		
Lead ITS Specialist.....	\$150		
CADD Manager.....	\$150		
Sr. Bridge Designer.....	\$150		
Lead Designer.....	\$150		
Sr. Designer.....	\$130		
Designer V.....	\$120		
Designer IV.....	\$115		
Designer III.....	\$100		
Designer II.....	\$85		
Designer I.....	\$75		
Sr. Construction Technician.....	\$110		
Construction Technician V.....	\$105		
Construction Technician IV.....	\$95		
Construction Technician III.....	\$85		
Construction Technician II.....	\$75		
Construction Technician I.....	\$65		
Intern I.....	\$50		

Other Direct Costs

Plots

Bond.....\$ 0.31/sq ft

Prints

Black and White.....\$ 0.12/print
Color.....\$ 0.19/print

Presentation Boards

Bond Foam Core Mounted.....\$ 1.51/sq ft

Travel

Mileage.....\$ 0.54/Mile
(or current allowable Federal rate)
Truck (Construction).....\$ 45.00/day
Parking.....Actual Costs
Lodging/Airfare.....Actual Costs

Other Miscellaneous Costs

Courier/Postage.....Actual Costs
Per Diem.....Actual Costs
Subconsultants/Vendors.....Actual Costs



U.S. Department
of Transportation

Federal Aviation
Administration

Northwest Mountain Region
Colorado, Idaho, Montana
Oregon, Utah, Washington,
Wyoming

Denver Airports District Office
26805 East 68th Ave., Suite 224
Denver, CO 80249-6361
(303) 342-1254

June 22, 2016

Ms. Libby Szabo, Chair
Jefferson County Board of Commissioners
100 Jefferson County Parkway
Golden, Colorado 80419

Dear Commissioner Szabo,

Enclosed are three copies of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer \$150,000 of fiscal years (FY) 2013 and 2016 of Federal funds from Rocky Mountain Metropolitan Airport to Burlington-Kit Carson Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please return two copies to this office. The other copy is for your records.

Sincerely,

Christopher J. Schaffer, Acting Manager
Denver Airports District Office

Enclosures

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Jefferson, Colorado
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Rocky Mountain Metropolitan Airport (BJC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2013	\$12,107
Nonprimary	2016	\$137,893
		\$
		\$
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

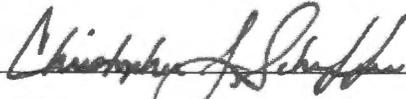
Name of Airport (and Locid) Receiving Transferred Entitlements: Burlington-Kit Carson Airport (ITR)

Name of Receiving Airport's Sponsor: City of Burlington, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2016 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name: Christopher J. Schaffer

Title: Acting Manager, Denver Airports District Office

Date: 6-22-2016

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: County of Jefferson, Colorado

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER
Airport Advisory Board
August 2, 2016

For Information

For Discussion/Approval
 Prior to Future Hearing

For Action

ISSUE: Consider a phased approach and options for the formation of an Airport Advisory Board.

BACKGROUND: At the direction of the BCC, staff has worked to identify a process to evaluate the formation of an Airport Advisory Board. Included in this work effort will be an online survey for all tenants and users along with focus groups to gain feedback about possible options. The process involves the following Tasks with each phase contingent on Board approval:

- Task 1 - Data collection and development of options for Board structure (today's presentation)
- Task 2 – Tenant input and identification of preferred alternative
- Task 3 – Implementation and appointment of an Advisory Board
- Task 4 – Advisory Board organization and retreat

DISCUSSION: With the intention of strengthening outreach efforts with the aviation community, stakeholders and other interested parties, possible scope for an advisory board includes the review and input on items such as:

- Master Plans
- All relevant planning documents
- Airport goals
- Airport activities
- Reports from airport ad hoc groups
- Major Capital Project Schedules
- Minimum Standards
- Rules & Regulations
- Rates & Charges
- Design Guidelines
- Community updates
 - Broomfield
 - Westminster
 - Superior
 - 36 Commuting Solutions
 - JEDC
 - Jefferson County

- FAA Runway Safety Action Team Finding
- FAA Certification Inspection
- Aviation development
- Non-Aviation development
- Review Board Briefings

Today's presentation will discuss governance background, proposed goals, possible Board scope, governance options (including status quo), structure, and potential budget impacts. Staff is seeking concurrence from the Board to engage in stakeholder outreach regarding governance options.

FISCAL IMPACT: None at this time – pending final Board decision.

RECOMMENDATIONS: Direct staff to proceed with Task 2 to gather input and feedback on options from users and tenants. A follow-up presentation will be made to the Board following these efforts.

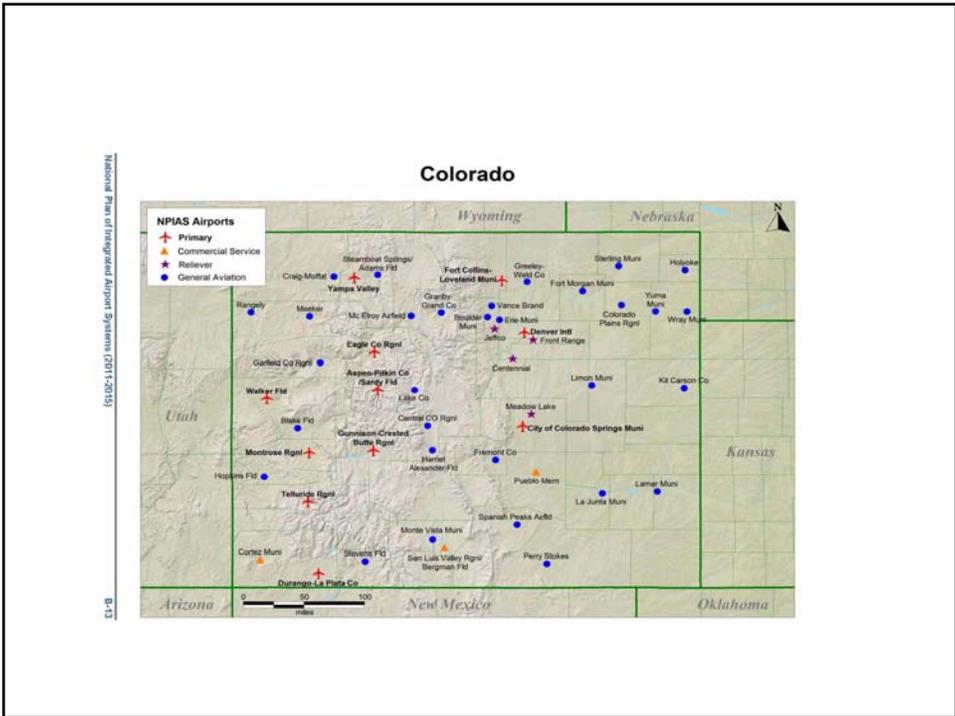
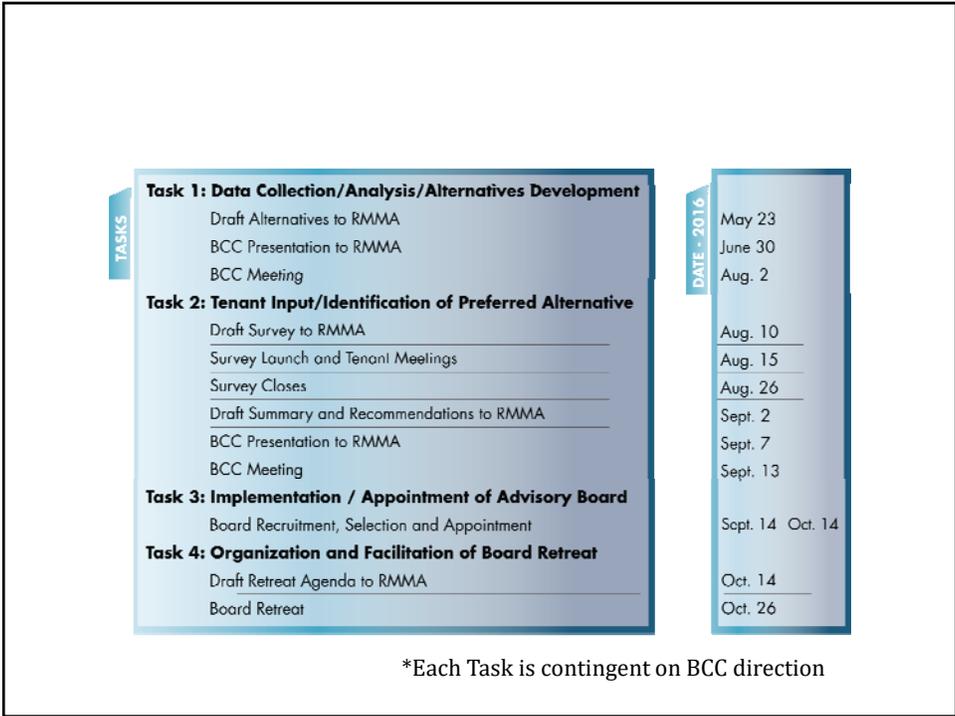
ORIGINATOR: Bryan Johnson, Airport Director, ext. 4851

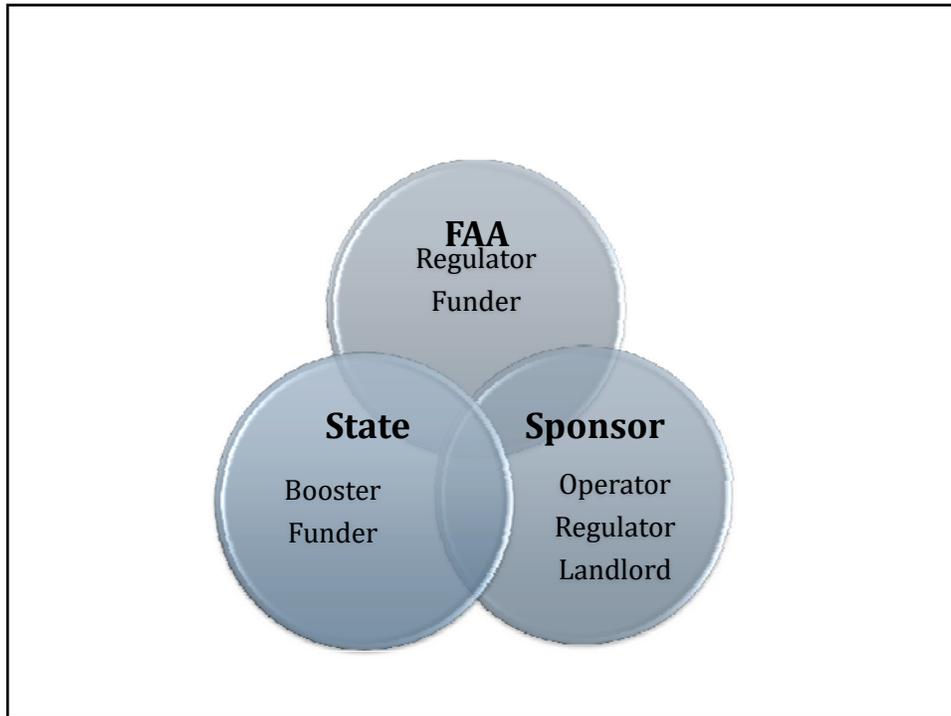
CONTACTS FOR ADDITIONAL INFORMATION: Jeanie Rossillon, Director of Transportation & Development, ext. 8575

Airport Advisory Board Update

Jefferson County Board of County Commissioners
Staff Briefing | August 2, 2016

- Review study components
- Understand federal and state interests in airport governance models
- Establish goals for establishing an airport advisory board
- Review governance options and associated elements
- Understand next steps





- Federal government is most interested in protecting its investment and the integrity of the national air transportation system
- So, federal government is not particularly interested in who owns and operates airports
- But, federal government is interested in ensuring that sponsor has financial capacity and legal authority to comply with Assurances
 - Grant Assurance No. 5 Preserving Rights & Powers
- Airport governance structure is largely a function of state law

Reimer, Daniel S and John Putnam, *Airport Governance and Ownership*, Legal Research Digest 7, Transportation Research Board, August 2009.

- Colorado law authorizes counties, cities and public airport authorities to own and operate airports
 - Counties most common owner/operator
 - No airport systems in Colorado
 - No state-owned airports in Colorado
- Nationally, commercial service airports split evenly between general purpose and special purpose governments
- An airport **advisory** board has no legal authority to bind a sponsor (*Jefferson County*) contractually

- County Sponsored Airports (20) – BJC, FTG, ALS, RIL, HDN, ASE, EGE, GUC, 1V6...
- City/Town Sponsored Airports (18)– AEJ, LMO, SBS, AKO, LHX, COS, DEN...
- Joint Sponsored Airports (2) – DRO, ANK
- Airport Authorities (6) – APA, FNL, GXY, GJT...
- Private (2) – 00C, FLY

- Important to define goals for operating airport and design governance and management to further those goals
- Valuable to align airport governance with other authorities (sponsorship, zoning, police power, etc.)
- Multiple ways to integrate regional interests
- Success based mostly on individuals, rather than governance structure
 - Appointing and appointed officials, management

- Create opportunities to engage the public
- Build awareness of the Airport and its role in the economic health of the region
- Establish a feedback mechanism regarding the Airport
- Educate users/tenants/neighbors about operating guidelines (FAA Grant Assurances, FAA Safety Regulations, etc.)
- Ensure “good neighbor” practices by the Airport
- Develop airport advocates



Review and comment/recommend on:

- ✓ Master Plans
- ✓ All relevant planning documents
- ✓ Airport goals
- ✓ Airport activities
- ✓ Reports from airport ad hoc groups
- ✓ Major Capital Project Schedules
- ✓ Minimum Standards
- ✓ Rules & Regulations
- ✓ Rates & Charges
- ✓ Design Guidelines
- ✓ Community updates
- ✓ Broomfield
- ✓ Westminster
- ✓ Superior
- ✓ 36 Commuting Solutions
- ✓ JEDC
- ✓ Jefferson County
- ✓ FAA Runway Safety Action Team Finding
- ✓ FAA Certification Inspection
- ✓ Aviation development
- ✓ Non-Aviation development
- ✓ Review Board Briefings

1. Maintain **Status Quo** with *Airport Manager* seeking input from user/tenants and other interested parties as needed
2. Establish an **Airport Input Committee** to provide input and feedback to the *Airport Manager* on matters relating to the Airport
3. Establish **Advisory Board** to advise the *Airport Manager* on defined matters
4. Establish an **Advisory Board** to advise the *Board of County Commissioners* on defined matters

1. Informal input with no decision-making
2. Formal input with no decision-making
3. Formal input and decision-making
4. Formal input and decision-making

- Routine tenant meetings with the Airport Director
- User groups to discuss key issues/interests:
 - Unmanned Aircraft Systems (UAS)
 - National Business Aviation Association (NBAA)
 - Airport Planning & Zoning
 - Airport Security
 - Safety Management Systems (SMS)
- Opportunities for increased outreach includes:
 - Online surveys
 - Tenant events
 - Social media releases
 - Aviation networking
 - Good Neighbor efforts

	1. Status Quo	2. Input Committee	3. AAB to Director	4. AAB to BCC
Frequency of Meetings	N/A	Quarterly	Bi-Monthly	Monthly
Membership	N/A	Representation from tenants, users, adjacent businesses & property owners	Representation from tenants, users, adjacent businesses, property owners, citizens-at-large, neighboring jurisdictions	Representation from tenants, users, adjacent businesses, property owners, citizens-at-large, neighboring jurisdictions
Costs	\$10,000/annual additional outreach efforts	\$3,000/month <ul style="list-style-type: none"> • Admin & Dir staff time • Support materials, documents, meeting coordination & refreshments 	\$5,000/month <ul style="list-style-type: none"> • Admin & Dir staff time • Support materials, documents, meeting coordination & refreshments 	\$7,000/month <ul style="list-style-type: none"> • Admin & Dir staff time • Support materials, documents, meeting coordination & refreshments • Annual AAEE conference (1 board member)

AAB – Airport Advisory Board

Phase II contingent on BCC direction:

- Initiate outreach to tenants and users
 - August 15th kick-off meeting
- Airport staff to gather input and observations
 - August 15th – August 26th - online survey and focus group meetings
- Provide summary of input and recommendation to Board of County Commissioners
 - September 13th

Janice Fredricksen

From: commish3
Sent: Wednesday, July 27, 2016 3:54 PM
To: Deborah Churchill; Janice Fredricksen
Subject: FW: Letter of Support for CO Wildfire Grant - District 3
Attachments: Jeffco Emergency Management office letter of support.pdf; Weege Letter of support WRRG.pdf; Chapman NTC WRRG SUPPORT LTR-draft-7-26-16.pdf

Please add to the briefing calendar for August 2nd

Thank you

Donald Rosier, PE
Jefferson County Commissioner
100 Jefferson County Parkway
Golden, CO 80419
Phone: [303.271.8525](tel:303.271.8525)
email: Commish3@jeffco.us
www.jeffco.us

From: Byrne McKenna [<mailto:byrne.mckenna@gmail.com>]
Sent: Wednesday, July 27, 2016 3:42 PM
To: commish3 <commish3@co.jefferson.co.us>
Subject: Letter of Support for CO Wildfire Grant - District 3

Dear Commissioner Rosier,

We would like to request your letter of support for the CO DNR WRRG - Wildfire Risk Reduction Grant for the Evergreen Highlands HOA in Evergreen. The grant specifically requests support from County officials.

The purpose of this grant is to create defensible in the Evergreen Highlands HOA. The CWPP and CO-WRAP maps show this area as HIGH and VERY HIGH risk area for wildfire. This HOA includes 220 households. It is all private land and the grant encourages participating in mitigation with matching funds.

I have attached current letters of support from Brian Daley, EM Director, Fire Chief Mike Weege and Facilitator John Chapman as examples. Please do not hesitate to contact me with any questions.

Best regards
Byrne McKenna
CWPIP Team Leader - North Turkey Creek
303-301-4555



July 26, 2016

Dear DNR-WRRG Selection Committee,

I am writing to express my support of the Evergreen Highlands Homeowners Association's (HOA) request for a Wildfire Risk Reduction Grant to help them reduce their wildfire risk to their community.

Evergreen Highlands HOA represents approximately 220 homes just South of Evergreen. In the Evergreen Fire Protection District's Community Wildfire Protection Plan (CWPP), their community is rated in the High to Very High category for wildfire risk. Evacuation routes out of their community are adequate, but rather than rely solely on getting out, they want to initiate a program of hardening their homes through the implementation of a Defensible Space Plan.

Approval of this grant request would help them further this process. They are currently working with Evergreen Fire to develop Defensible Space Plans for home sites that would be best served by these efforts, but would like to promote this service throughout their community.

The work they are planning to accomplish through this grant has proven to reduce the impact of wildfire on treated homes, and is in alignment with mitigation efforts underway throughout the County. Expanding this program can only help them in reducing the wildfire risk to their community, as well as to those surrounding them.

Thank you in advance for your time and assistance with this request.

Sincerely,

Brian C. Daley
Director of Emergency Management
Jefferson County

JEFF SHRADER, SHERIFF



Evergreen Fire/Rescue

1802 Bergen Parkway • Evergreen, Colorado 80439
Phone: 303-674-3145 • Fax: 303-674-8701

July 25, 2016

Dear Grant Review Committee:

I am writing to express the Evergreen Fire Protection District's support of the Evergreen Highlands HOA Fire Mitigation proposal. The Evergreen Fire Protection District (EFPD) is a Special District as established in the Colorado Statutes, with one third of the EFPD in Clear Creek County and two thirds in Jefferson County. Evergreen Fire Rescue, a combination fire department, provides around the clock emergency medical, rescue, and fire suppression services, along with fire inspection and education to nearly 28,000 residents across more than 120 square miles.

The dangers of wildfires in and near Evergreen are great, due to its topography and large acreage of pine forests and parkland, directly abutting developed, residential areas. EFPD serves over 120 square miles of suburban and rural areas classified as Wildland-Urban Interface (WUI). EFPD's 2007 Community Wildfire Protection Plan identified the area in the proposal to be a zone of *HIGH* fire risk. To address residents' concerns about wildfire risks in our community, Evergreen Fire Rescue has hosted a Wildland Fire Forum in the spring 2011 and 2013 through 2016. We plan to continue to host these Wildland Fire Forums each year, to help our community prepare for the annual fire seasons.

In our unincorporated community of Evergreen, we move forward through collaborative efforts of community groups, government entities and special districts such as the Evergreen Highlands neighborhood, Jefferson County and the Evergreen Fire Protection District. The Evergreen Highlands subdivision has developed a Community Wildfire Protection and Implementation Plan with the cooperation of EFPD and Jefferson County. This is a model interagency and community solution to fire hazards in Evergreen, which we hope can be expanded and repeated to provide further fire mitigation in area subdivisions. We hope you will support this proposal to help reduce fire danger in our community.

Sincerely,

Chief Mike Weege
Evergreen Fire Rescue
303-674-3145
mweege@evergreenfirerescue.com

July 26, 2016

The Grant Review Board

This is to provide my support for the Evergreen Highlands Homeowner's Association Wildfire Risk Reduction Grant Program grant application. I facilitated the development of the Community Wildfire Protection Implementation Plan (CWPIP) for the North Turkey Creek area which encompasses Evergreen Highlands. The Implementation plan area is under the umbrella of the CWPP for the Evergreen Fire Protection District. I worked as facilitator with the areas plan team of residents, the Evergreen Fire Protection District, and the Forester for adjacent lands under the management of Denver Mountain Parks to provide a sound base of mitigation recommendations for the area, all of which were approved.

The requested grant funding will allow the Evergreen Highlands HOA area to accomplish effective work in fuels reduction and defensible space. These actions are aligned with those identified in the Evergreen Fire Protection District CWPP of 2007. The North Turkey Creek Area is rated as a HIGH fire hazard area in both of these CWPPs. This grant will provide sound mitigation actions which will result in a safer community as additional properties are mitigated and the cumulative effect is increased exponentially.

The Evergreen District Fire Chief has endorsed the North Turkey Creek CWPIP in his effort to get other units within that CWPP area to define and act on their priorities to assist the fire/rescue department in dealing with a complex area.

As I stated before, I am confident this grant will be beneficial not just to North Turkey Creek, but will also serve as a catalyst to other areas to take action.

Sincerely,

S/ John F. Chapman

John F. Chapman
Community Wildfire Protection Implementation Plan Facilitator
C/O TWS
1660 Wynkoop, Ste: 850
Denver, CO 80202
resourcehelp@outlook.com