

## **TUESDAY STAFF BRIEFINGS May 31, 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. Human Services Update<br>(1 hour 30 minutes)                           | Lynn Johnson, Brandi Woodard, Joyce Johnson, Kat Douglas, Nate Walker |
| 2. AIP 59: Runway 12R/30L Rehabilitation Budget Supplemental (20 minutes) | Jeanie Rossillon, Bryan Johnson                                       |
| 3. Chatfield Watershed Authority IGA and Bylaws Revisions (20 minutes)    | Jeanie Rossillon, Pat O'Connell                                       |

### **County Commissioners' Report**

- Scientific and Cultural Facilities District - Letter of Support - Commissioner Tighe (5 minutes)
- Staff Leadership Program - Commissioner Tighe (5 minutes)

### **County Manager's Report**

- IGA with City of Golden for Co-Location Space (5 minutes)

### **County Attorney's Report (5 minutes)**

### **Executive Session**

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- Employment Matters - Legal Advice C.R.S. 24-6-402(4)(b) (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

May 31, 2016

|                               |            |   |   |
|-------------------------------|------------|---|---|
| <b>Briefing Items</b>         |            |   | <b>Total Estimated Time: 2 hours 10 minutes</b>   |
| <b>Begin</b>                  | <b>End</b> | <b>Agenda No.</b>                                       | <b>Title</b>  |
| 9:15                          | 10:45      | 1.  | Human Services Update   |
| 10:45                         | 11:05      | 2.  | AIP 59: Runway 12R/30L Rehabilitation Budget Supplemental                                   |
| 11:05                         | 11:25      | 3.  | Chatfield Watershed Authority IGA and Bylaws Revisions                                      |
|                               |            | 4.  |   |
|                               |            | 5.  |   |
| <b>Commissioners Report</b>   |            |   | <b>Total Estimated Time: 10 minutes</b>   |
| <b>Begin</b>                  | <b>End</b> | <b>Agenda No.</b>                                       | <b>Title</b>  |
| 11:25                         | 11:35      | 6.  | Scientific and Cultural Facilities District - Letter of Support<br>Staff Leadership Program |
| <b>County Manager Report</b>  |            |   | <b>Total Estimated Time: 5 minutes</b>  |
| <b>Begin</b>                  | <b>End</b> |   | <b>Title</b>  |
| 11:35                         | 11:40      |   | IGA with City of Golden for Co-Location Space   |
| <b>County Attorney Report</b> |            |   | <b>Total Estimated Time: 5 minutes</b>  |
| <b>Begin</b>                  | <b>End</b> | <b>Agenda No.</b>                                       | <b>Title</b>  |
| 11:40                         | 11:45      |   |   |
| <b>Executive Session</b>      |            |   | <b>Total Estimated Time: 30 minutes</b>   |
| <b>Begin</b>                  | <b>End</b> |   |   |
| 11:45                         | 12:00      | Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)  |   |
| 12:00                         | 12:15      | Employment Matters - Legal Advice C.R.S. 24-6-402(4)(b) |   |
|                               |            |   |   |

## **BOARD OF COUNTY COMMISSIONERS SCHEDULE**

### **Time\***

### **Topic\***

#### **Monday, May 30, 2016**

MEMORIAL HOLIDAY – OFFICES CLOSED

#### **Tuesday, May 31, 2016**

8:00 a.m.

BCC Meeting - (Hearing Room One)  
Public Comment  
Public Hearings

Immediately following  
Public Hearings

Staff Briefings - (BCC Board Room)

Immediately following  
Staff Briefings

Ralph Schell - (BCC Board Room)

1:30 p.m.

Personnel Matter - (BCC Board Room)

#### **Wednesday, June 1, 2016**

11:30 – 1:00 p.m.

Jefferson Economic Development Corp (JEDC)  
City of Lakewood, Cabinet Room 480 S. Allison Parkway

#### **Thursday, June 2, 2016**

8:00 – 9:00 a.m.

Liquor Authority Board  
Lakewood Conference Room

9:30 – 11:30 a.m.

Review Human Services Fund  
Lakewood Conference Room

3:00 – 5:00 p.m.

Budget Reconsideration  
Lakewood Conference Room

#### **Friday, June 3, 2016**

9:00 – 2:00 p.m.

Front Range Roundtable  
Tivoli Student Bldg., Auraria Campus,  
900 Auraria Parkway, Room 320, Denver

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

**BOARD OF COUNTY COMMISSIONERS BRIEFING**

**May 31, 2016**

**EXECUTIVE SUMMARY**

**HUMAN SERVICES DEPARTMENT**

**Head Start Division**

**FOR ACTION**

**1. ISSUE:**

Jefferson County Head Start (JCHS) seeks approval to submit to the Office of Head Start, Region VIII a request for funds to purchase and install new playground equipment.

**RECOMMENDATION:**

**The Board of County Commissioners approves the submission of a request for funds to the Office of Head Start, Region VIII for JCHS to purchase and install new playground equipment and authorizes the Chair to sign the application.**

**FOR ACTION**

**2. ISSUE:**

Jefferson County Head Start (JCHS) seeks approval to submit to the Office of Head Start, Region VII an amended application to the 2016 grant that includes a 1.8% COLA increase for all Head Start staff.

**RECOMMENDATION:**

**The Board of County Commissioners approves the Jefferson County Head Start amended application to the 2016 grant that includes a 1.8% COLA increase for all Head Start staff and authorize the Chairman to sign the application.**

**FOR ACTION**

**3. ISSUE:**

Jefferson County Head Start (JCHS) seeks approval to submit to the Office of Head Start (OHS), Region VIII an application for supplemental funding to increase service duration for enrolled children to participate in full day, full school year programming.

**RECOMMENDATION:**

**That the Board of County Commissioners approves the submission of the JCHS Extended Services Duration grant and authorizes the Chairman to sign the application.**

## Human Services Department

### FOR DISCUSSION

1. ISSUE:

Jefferson County Human Services and the Jeffco Prosperity Project are contracting for the development of a case management application to be developed by Jefferson County Information Technology Services. This is a \$550,000 contract with Jefferson County Human Services and The Action Center utilizing grant funding received through the Daniels Fund.

### RECOMMENDATION:

**The Board of County Commissioners continues to support and approve the contract for the development of the JPP application.**

## Community and Workforce Development Division

### FOR DISCUSSION

1. ISSUE:

Approval of Memorandum of Understanding with required Workforce Innovation and Opportunity Act partners.

### RECOMMENDATION:

**That the Board of County Commissioners approves the Memorandum of Understanding among the Chief Elected Officials of Jefferson, Clear Creek, and Gilpin counties, the Chair of the Tri-County Workforce Development Board, and the mandated workforce development partner organizations and authorizes the Chairman to sign the Memorandum of Understanding on behalf of the County and authorizes Lynn Johnson to sign as the County Representative for the divisions within the County that are listed as Partners to this MOU.**

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Human Services Department**  
**Head Start Division**

**2016 REQUEST TO SUBMIT PLAYGROUND FUNDING FROM**  
**OHS -REGION VIII**  
**May 31, 2016**

For Information

For Discussion

For Action

**ISSUE:** Jefferson County Head Start (JCHS) seeks approval to submit to the Office of Head Start, Region VIII a request for funds to purchase and install new playground equipment.

**BACKGROUND:** Before JCHS occupied the Arvada site building in 2010, Childcare Licensing reviewed all playground equipment and found them safe and appropriate for our age use. Since then, the larger playground was replaced due to safety issues in 2014. Research into addressing maintenance and repair issues for the smaller playground identified that this structure was purchased and installed in 1998. Repair of existing damages due to the age of this structure is not possible. In addition, the company that designed this equipment states that it is for the 5-12 year old age range and not children ages 2 to 5. The following identified safety hazards have caused JCHS to close the smaller playground:

1. Equipment gaps and openings in the play structure provide a good place for wasp nest. There are weekly calls to the playground to get rid of wasp and/or bees nests.
2. Parts of the structure are missing. A “periscope” is no longer functioning correctly, and the missing cover creates an opportunity for a child to get an arm or head stuck.
3. Plastic on several parts of the structure is cracked. This damage can easily grow in size, and can potentially lead to falls and injury.
4. Hardware falls out of the structure, leaving vulnerabilities in the strength of the structure.
5. Paint on much of the playground structure is chipping.

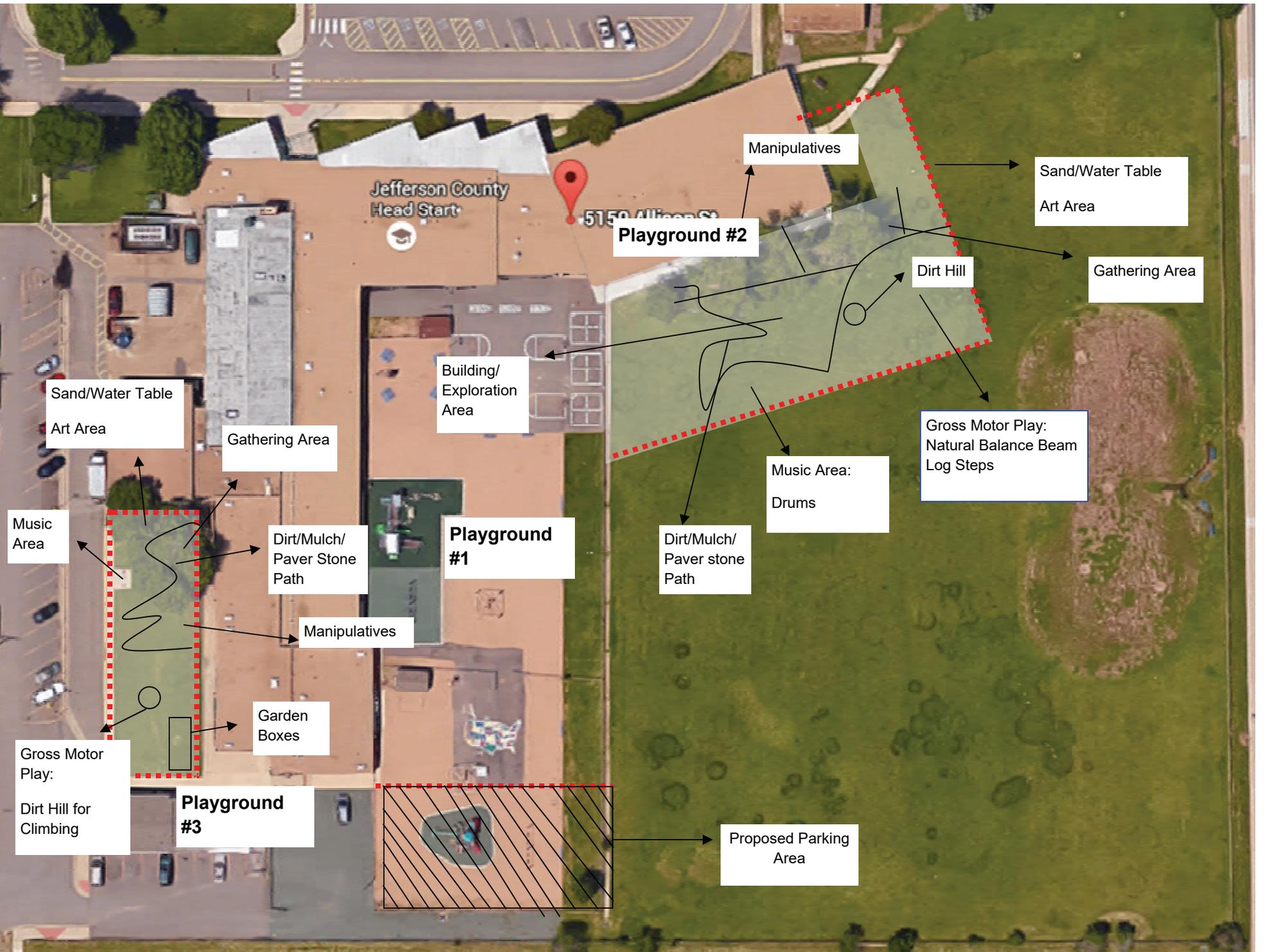
**DISCUSSION:** JCHS requests approval to submit a grant to Region VIII requesting \$15,989 to purchase playground equipment for 2 areas adjacent to classrooms which will be fenced off and supplied with age appropriate outdoor play equipment.

**FISCAL IMPACT:** There will be no additional fiscal impact to the County as the increase in match funds will be met by parent and community volunteer hours.

**RECOMMENDATION:** The Board of County Commissioners approves the submission of a request for funds to the Office of Head Start, Region VIII for JCHS to purchase and install new playground equipment and authorizes the Chair to sign the application.

**ORIGINATOR:** Lynn A. Johnson, Human Services Department Director (4002)

**CONTACT:** Gayle Perryman, Head Start Director (7901)



Jefferson County  
Head Start

5150 Allison St

**Playground #2**

Manipulatives

Sand/Water Table  
Art Area

Dirt Hill

Gathering Area

Building/  
Exploration  
Area

Sand/Water Table  
Art Area

Gathering Area

Gross Motor Play:  
Natural Balance Beam  
Log Steps

Music Area:  
Drums

**Playground #1**

Dirt/Mulch/  
Paver stone  
Path

Music Area

Dirt/Mulch/  
Paver Stone  
Path

Manipulatives

Garden  
Boxes

Gross Motor Play:

Dirt Hill for  
Climbing

**Playground #3**

Proposed Parking  
Area



\$529

Manipulatives



\$359



\$198

Sand/Water Table



\$329



\$359

Gross Motor Play



\$450

Dirt Hill

Building/  
Exploration  
Area



\$1,675



\$240

# Playground #2

Gathering Area



\$711

Art Area



\$140

Dirt/Mulch/  
Paver stone  
Path



\$280

Strider Bike  
Course

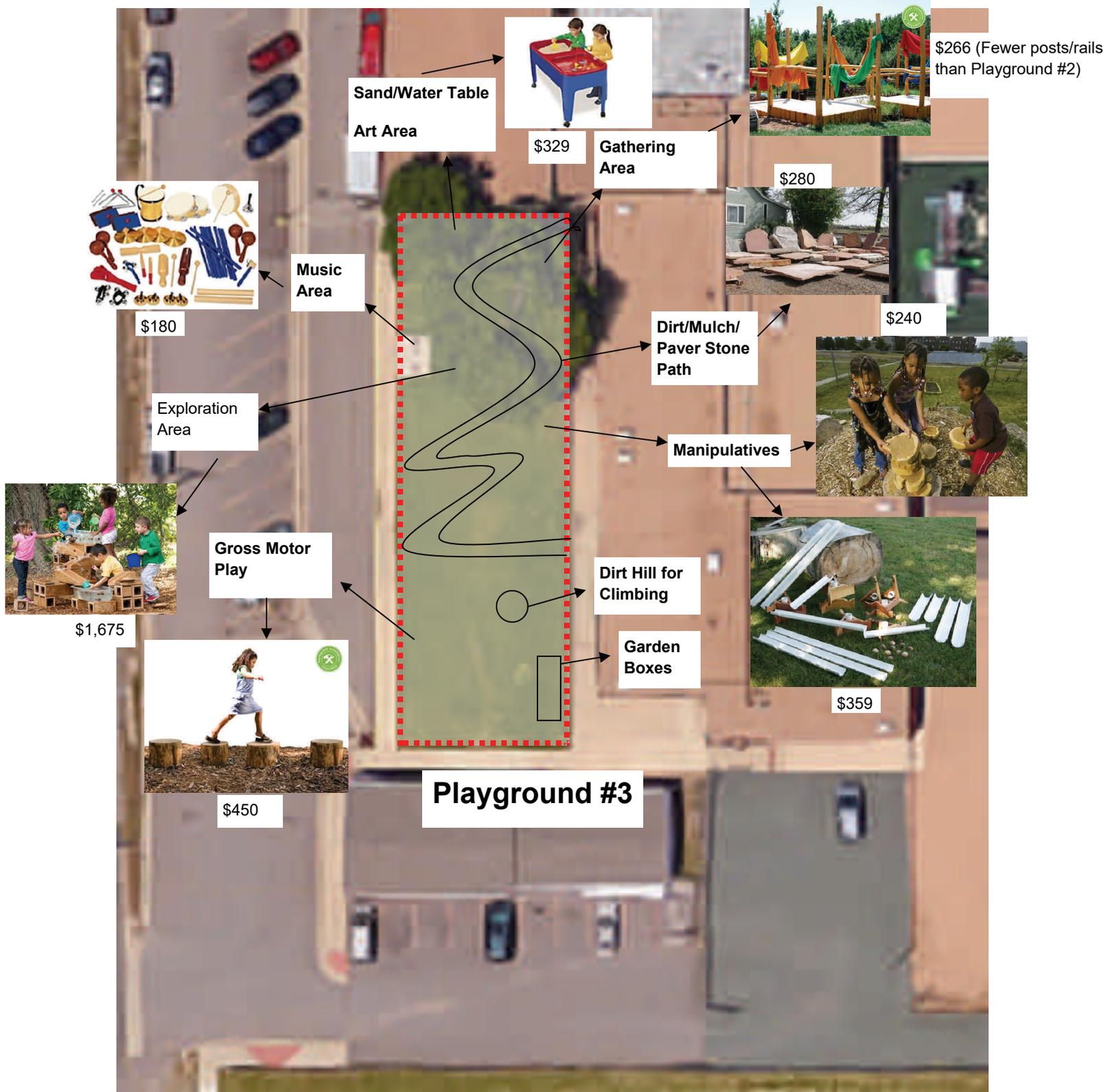
Music Area



\$180



5150 Allison St



### **From The Outdoor Classroom Project:**

“To nurture the whole child, early childhood education needs to follow the fundamental principle that children are learning everywhere and all the time. Instead of developmentally inappropriate early academics, children need to a broad variety of learning experiences and opportunities to grow in areas such as gross and fine motor development, social-emotional development, language development, and creative expression. Mastery of the skills associated with these areas is critical for healthy development as well as later academic success, and requires an educational format that is very different from a traditional classroom.”

“Most activities that can be done indoors can be done outdoors. Some activities occur best outdoors; some can only occur outdoors. There is a full range of activities for children to participate in , including many activities that are traditionally thought of as ‘indoor activities’. The outdoor space offers a balance of areas for physically active and less active play. While outside, children frequently have the opportunity to initiate their own learning experiences and activities, with teachers available to support them.”

#### Benefits of an Outdoor Classroom:

- Increase in physical development, capability, and activity
- Setting up patterns for an active, healthy lifestyle
- Fewer children suffering from diseases such as obesity, diabetes, and ADHD
- Stronger language, problem-solving, and communication skills through projects and group activity
- Developing and interest in science and math through connecting with nature
- Effective relationship building in a cooperative, non-competitive environment

### **From the National Environmental Education Foundation (NEEF):**

“At least 18% of children and adolescents are obese and an estimated 9% have asthma – a figure that has doubled since the 1980’s. Around 6% of school-age children are reported to have been diagnosed with Attention Deficit Hyperactivity Disorder (ADHD). Children who spend more time outdoors and who have more exposure to green environments...tend to be more physically active. [One study] found that the physical activity of children 4-7 years old...increased with the percentage of park area in a child’s neighborhood. Children and youth living in green neighborhoods were found to have a lower Body Mass Index (BMI).”

“Researchers found a connection between street trees and a lower prevalence of early childhood asthma. The authors indicated that this finding may be due to the street trees either encouraging outdoor play or affecting local air quality.”

“One recent study found that children with ADHD concentrated better after a walk in the park than those who participated in a downtown or neighborhood walk. The authors of this study posit that “dose of nature” might serve as a safe, inexpensive and accessible tool for the management of ADHD symptoms.”

“Schools have the unique opportunity to encourage active and healthy lifestyles in children and adolescents by transforming school grounds to natural playscapes that offer the physical and psychological benefits of outdoor play and access to green environments. Green school grounds diversify the play repertoire for both boys and girls of all ages, interests and abilities, and allows them to be more physically active. School Grounds are ideal for bringing the interests of educators and children’s health advocates together and that green school grounds add to children’s physical, mental, social and spiritual well-being.”

**Cost:**

- Tear down existing playground structure: \$4,000
- Add fencing to outdoor classroom areas: \$6,285
- Total of Materials from Playground #2: \$5,450
- Total of Materials from Playground #3: \$3,779
- **Total** **\$19,514**

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Human Services Department**  
**Head Start Division**

**2016 JEFFERSON COUNTY HEAD START GRANT**

**May 31, 2016**

For Information

For Discussion

For Action

**ISSUE:** Jefferson County Head Start (JCHS) seeks approval to submit to the Office of Head Start, Region VII an amended application to the 2016 grant that includes a 1.8% COLA increase for all Head Start staff.

**BACKGROUND:** The Consolidated Appropriations Act of 2016, signed as Public Law 114-113 on December 18, 2015 provides Head Start grantees a 1.8 percent cost of living adjustment (COLA). Per ACF-PI-HS-16-03, Head Start grantees are to “use COLA funds to increase staff salaries and fringe benefits and to pay for higher operating costs”.

**DISCUSSION:** JCHS proposes to use this COLA to increase the hourly rate of pay and permanently increase the Head Start pay scale. This COLA of 1.8% (\$52,867) is a permanent increase to the JCHS grant by \$52,867 (1.8%).

**FISCAL:** There will be no additional fiscal impact to the County as the increase in match funds will be met by parent and community volunteer hours.

**RECOMMENDATION:** The Board of County Commissioners approves the Jefferson County Head Start amended application to the 2016 grant that includes a 1.8% COLA increase for all Head Start staff and authorizes the Chairman to sign the application.

**ORIGINATOR:** Lynn A. Johnson, Human Services Department Director (4002)

**CONTACT:** Gayle Perryman, Head Start Director (7901)



**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Human Services Department**

**HUMAN SERVICES JEFFCO PROSPERITY PROJECT GEN APP**  
**DEVELOPMENT CONTRACT**

**May 31, 2016**

For Information

For Discussion  
Prior to Future Hearing

For Action

**ISSUE:** Jefferson County Human Services and the Jeffco Prosperity Project are contracting for the development of a case management application to be developed by Jefferson County Information Technology Services. This is a \$550,000 contract with Jefferson County Human Services and The Action Center utilizing grant funding received through the Daniels Fund.

**BACKGROUND:** On February 16, 2016, Jefferson County Human Services briefed the board on the contract for the development of the GenApp module for the Jefferson County Prosperity Project. This contract is now ready for final approval by the Board of County Commissioners.

**DISCUSSION:** This contract is the development of an application for the Jeffco Prosperity Project program to provide centralized case management services, outcome analysis and reporting for the 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. This view will include a display of the programs and services the family is receiving, the needs the family may have, any assessments completed on the family which may include health assessments, mental health assessments and strength based assessments. Further, tracking the outcomes of the families served through the program in one location will also 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:** There will be no fiscal impact to the County as all funding is provided by private funds through the Daniels Fund.

**RECOMMENDATION:** The Board of County Commissioners continues to support and approve the contract for the development of the JPP application.

**ORIGINATOR:** Lynn Johnson, Human Services Department Director (4002)

**CONTACT:** Tara Czyzewski, Sr. IT Project Manager (4654)

**AGREEMENT FOR THE PERFORMANCE  
JEFFCO PROSPERITY PROJECT**

**Project Section:**

Project: Jeffco Prosperity Project

Reference Date: January 25, 2016

Source of Funds: Daniels Fund

**Recipient Representative Section:**

Recipient: Jeffco Action Center Inc. ("Action Center")

Recipient Representative: Mag Strittmatter

Recipient Mailing Address: 8755 W. 14<sup>th</sup> Ave., Lakewood, CO 80215 Telephone

No.: 303-237-7704

Fax No.: 303-237-6003

**Subrecipient Representative Section:**

Subrecipient: Jefferson County ("County") Subrecipient Form  
of Entity: Local Government

Subrecipient Representative: Lynn Johnson Email

Address: ljohnson@co.jefferson.co.us

Mailing Address: 900 Jefferson County Parkway, Golden, CO 80401

Telephone Number: 303-271-4002

Fax No: 303-271-4005

**Key Notice Section:**

The Recipient:

Contact Name: Joyce Johnson

Address: 8755 W. 14<sup>th</sup> Ave., Lakewood, CO 80215 Telephone

No.: 720-497-7944

Email Address: joycej@jeffcoprosperityproject.org

The County:

Contact Name: Lynn Johnson

Division/Department: Jefferson County Department of Human Services Address: 900

Jefferson County Parkway

Address: Golden, CO 80401 Telephone No.:

303-271-1388

Email Address: ljohnson@co.jefferson.co.us

**With copy to:**

Jefferson County Attorney's Office 100 Jefferson  
County Parkway, #5500  
Golden, Colorado 80419  
Tele: (303)-271-8900  
Email: [CAOContracts@jeffco.us](mailto:CAOContracts@jeffco.us)

**Total Jeffco Prosperity Project Funding to Action Center:**

One Million Six Hundred Thirteen Thousand Nine Hundred Forty-Two Dollars (\$1,613,942.00)  
- Total Daniels Fund award ("Daniels Award")

**County Award ("County Award"):**

The County shall be paid Five Hundred Fifty Thousand Dollars (\$550,000.00) for the Services described in Exhibit 1.

**Term:**

January 1, 2016 - May 31, 2017

Date by which all Project services will be completed ("Completion Date"): May 31, 2017 Period of Completion shall be from the date of execution by the Action Center ("Effective Date") through the Completion Date except that the Period for Completion shall include services beginning on January 1, 2016. Termination date shall be determined as provided in Section 11.

Initial \$180,000.00 payment shall be paid to the County within 30 days of receipt of this signed Agreement by the Action Center. Subsequent payments for the remaining work phases shall be made as outlined in the payment schedule, herein incorporated as Exhibit 5, after receipt of satisfactory Progress Reports due 7/31/2016, 10/31/2016 and 1/31/2017. Any payment to the County is contingent upon receipt of funding by the Action Center from the Daniels Fund.

**Attachments:**

Statement of Work, Exhibit 1

Project Budget, Exhibit 2

Insurance, Exhibit 3

Original Letter of Agreement between Daniels Fund & the Action Center, Exhibit 4

Schedule of Payments, Exhibit 5

THIS AGREEMENT is made and entered into by and between Jeffco Action Center, Inc., a Colorado Not for Profit 501(c)(3) corporation ("Action Center"), and the County of Jefferson, State of Colorado, a body politic and corporate (the "County"), and

WHEREAS, the Parties are desirous of entering into an Agreement to carry out the objectives of the Daniels Award to the Jeffco Prosperity Project.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES/SCHEDULE OF COMPLETION :** County shall expeditiously do, perform, and carry out, in a satisfactory and proper manner the "Scope of Services" as described and set forth in Exhibit 1 ("Project") which performance shall not extend beyond the end of the Period of Completion, and shall provide the services and personnel, and furnish all related materials, equipment and supplies necessary to accomplish the Scope of Services in a manner satisfactory to the Action Center and in accordance with the terms, conditions and other provisions of this Agreement. As a part of such performance, County shall substantially adhere to the "Scope of Services and the Schedule of Completion of Services" attached hereto and incorporated herein as Exhibit 1.
  
2. **PROJECT BUDGET.**
  - A. The Action Center shall provide an amount to the County not to exceed the County Award set forth in this Agreement (Agreement Price) as budgeted for the performance of this Agreement as set forth more specifically above in Paragraph 1 and in Exhibit 1.  
  
This is a fixed cost agreement, and the amount set forth above shall cover all direct costs, services, materials, equipment and supplies used or expended pursuant to this Agreement. Funds may not be used for indirect costs.
  - B. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
  - C. The County shall adhere to the Project Budget as set forth more specifically in subparagraph B above to the fullest practicable extent, but the County is not precluded from making minor changes not to exceed 10% of a line item on the Project Budget. Changes in excess of 10% of line items shall require approval of the Action Center.
  - D. County will not receive funds prior to the Effective Date of this Agreement.
  
3. **PERIOD OF COMPLETION.** The Period of Completion for the Project shall be the time period set forth on page 2 of this Agreement and in the Schedule of Completion of

Services set forth in Exhibit 1 which is attached hereto and incorporated herein by reference (the "Period of Completion.")

4. **TERM OF AGREEMENT.** This Agreement shall be effective from the Effective Date through the Completion Date. The Action Center shall retain the right to terminate this Agreement, and the County shall thereupon forfeit any unexpended funds if the County fails to substantially adhere to the Scope of Services and Schedule for Completion of Services set forth in Exhibit 1.
  
5. **COUNTY DEFINITION.** For the purposes of this Agreement, the term "County" shall mean: a governmental entity receiving Daniels Fund funds from the Action Center to undertake activities described herein.
  
6. **ACTIVITY RESPONSIBILITY, REPRESENTATIVES AND COMMUNICATION.** The individuals identified on page 1 of this Agreement are designated for the purposes of this Agreement as representatives of the Action Center and the County (or their successors or assigns). All applicable invoices, statements, inquiries and replies between representatives shall be addressed and served upon the respective representatives at the addresses set forth on page 1. Key Notices, as defined below, shall be sent in accordance with paragraph 7 below.

7. **KEY NOTICES/ELECTRONIC TRANSMISSIONS.**

- A. "Key Notices" under this Agreement are notices regarding any Agreement renewals, Agreement default, Agreement dispute, termination of the Agreement, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (I) confirmed electronic transmission (as defined in subsection B. below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection A(ii) or A(iii) above. All other daily communications or notices between the Parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the Parties at the addresses specified on page 1 under the Key Notices section. The Parties shall give written notice of any change of address in accordance with this Section. All Key Notices to the Action Center shall include a reference to the Agreement including the County's name and the date of the Agreement.
- B. **Electronic Transmissions.** The Parties agree that: (I) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The Parties may change their representative or their representative's address at any time by written notice to the other party.

8. **METHOD OF PAYMENT**

- A. County shall receive the first payment of One Hundred Eighty Thousand Dollars (\$180,000.00) from the Action Center within 30 days or less after Action Center receives the executed contract from the County. This is payment for services in the Preparation Phase which begins January 1, 2016 and ends April 30, 2016. The payments for the remaining phases shall be made, in accordance with the Performance Milestone schedule in Exhibit 1, in two installments per phase and upon satisfactory review of the prior phase's activities by the Action Center. Any payment to the County is contingent upon receipt of funding by the Action Center from the Daniels Fund.
- B. Requests for payment shall be in a form acceptable to the Action Center in accordance with the time periods set forth above and shall be submitted to the Action Center's representative for review and approval.
- C. In no event shall the Action Center be liable for or pay any extra costs, overruns or additional amounts in excess of the Agreement Price; provided, however, that this provision shall not

prevent the Agreement Price from being increased or decreased by an amendment to this Agreement.

- D. The Action Center agrees to pay County the amount owed to County, not to exceed the County Award, only from those funds paid to the Action Center by Daniels Fund pursuant to the Funding Approval Agreement between the Action Center and Daniels Fund. The County shall be subject to the terms and conditions of the Daniels Award letter dated May 19, 2015, which is attached hereto and incorporated herein as Exhibit 4.
9. **INDEPENDENT CONTRACTOR.** In performance of the Services/Project, the County acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance and any other insurance required under this Agreement. County employees are not and shall not become employees, agents or servants of the Action Center hereunder. The County and County employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the County or some other entity.
10. **SIX-MONTH PERFORMANCE REPORT.** The County shall prepare and submit to the Action Center at least every six (6) months a detailed Performance Report no later than fifteen (15) days after the end of each period beginning January 15 for the period from June 1 through December 31, and no later than July 31 and January 31 in subsequent years until the Project is completed. Said report shall be in a format approved by the Action Center and shall include all receipts of expenditures and be directly related to the Scope of Services and Project Budget. The contents of the report shall provide data and information to the Action Center to be used for coordinating, monitoring, and evaluating the Scope of Services to its completion. Failure to submit said report may constitute grounds for withholding compensation until receipt of said report.
11. **TERMINATION AND EXCUSABLE DELAYS.**
- A. **Termination for Cause.** If, for any reason, the County shall fail to substantially perform the work required by the Scope of Services under this Agreement, or fails to ensure the performance of, by legal means if necessary, the work called for herein with such diligence as will ensure its completion within the Period of Completion of this Agreement, or as the period may have been amended, or materially fails to comply with any of the terms, conditions, or other provisions of this Agreement which shall constitute a violation or breach of this Agreement, the Action Center may, for cause, terminate this Agreement in advance of the end of the stated Period of Completion by giving written notice to the County at least 5 working days in advance of the effective termination date and shall state in the notice the reason or reasons for the termination. In the event of termination under this subparagraph, the County shall be paid for all work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid. The payments to County upon termination shall be limited to Daniels Fund funds received by the Action Center.
- B. **Records and Subcontracts.** The County shall also immediately notify the Action Center of all subcontracts, purchase orders or other commitments of the County which shall be outstanding on the termination date and shall take such action with respect thereto as the parties hereto shall mutually determine. No termination hereunder shall relieve the County of its responsibilities to maintain Scope of Services records in accordance with this Agreement.

- C. **Termination.** The County may terminate this Agreement at any time with or without cause. In the event of termination under this subparagraph, the County shall be paid for all work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid.
- D. **Reversion of Assets.** Upon the termination of this Agreement the County shall transfer to the Action Center any Daniels Fund funds on hand at the time of termination and any accounts receivable attributable to the use of Daniels Fund funds. The provisions of this section shall survive termination of this Agreement.
12. **CLOSE-OUTS.** County obligations to the Action Center under the terms of this Agreement shall not end until all close-out requirements are completed as required by the Action Center and the Daniels Fund for the Project. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, copies of transferred records, and receivable accounts to Action Center upon close-out at the Action Center's request) and determining the custodianship of records. No confidential records shall be transferred from County to Action Center without proper execution of all releases or other documentation required by law.
13. **VIOLATIONS AND BREACHES OF AGREEMENT.**
- A. **Restriction on Disbursements.** Notwithstanding any provision appearing to the contrary, the Action Center may withhold payments or disbursements under this Agreement to the County where the County fails to comply with all applicable provisions found in this Agreement and with all other Daniels Fund requirements applicable to the Scope of Services.
- B. **Setoff.** Notwithstanding any provision appearing to the contrary, the County shall not be relieved of liability to the Action Center for repayment of Daniels Funds that the Action Center must return to Daniels Fund because of Daniels Funds' disqualification of any or all of the services described in the Scope of Services due to County's failure to comply with the Scope of Services and Budget.
14. **AMENDMENTS.**
- A. Either party to this Agreement may request amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the Parties to this Agreement. Except as provided herein, all amendments shall be in writing and authorized prior to any work being done thereon by an executed amendment to this Agreement. This paragraph notwithstanding, extensions in the Period of Completion and other modifications may be made in accordance with the provisions of subparagraph B below.
15. **INTEGRATED DOCUMENT.** This Agreement, including all Exhibits, embodies the entire understanding between the Action Center and the County for the Scope of Services and the terms and conditions. No verbal agreements or conversation with any officer, agent, or employee of the Action Center or County prior to or subsequent to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.
16. **NON-ASSIGNABILITY.** County may subcontract the performance under this Agreement in whole or in part; however, the responsibility for the performance of this Agreement shall not be assigned or transferred by the County without the prior written consent of the Action Center.

17. **SUCCESSORS.** The County covenants that the provisions of this Agreement shall be binding upon its successors, subcontractors, representatives, and agents.
18. **SEVERABILITY CLAUSE.** The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependant.
19. **SURVIVAL OF TERMS.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the Completion Date or the termination of this Agreement shall survive such termination and Completion Date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.
20. **REPRESENTATION - PARTIES AUTHORIZED TO SIGN.** The Parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each of the parties have been authorized to do so.

**DELEGATION.** The Action Center's Authorized Representative or her appointed designee is hereby authorized to execute on behalf of the Action Center any documents necessitated by this Agreement, but which do not alter the terms of this Agreement.

21. Action Center warrants that it has obtained approval from the Daniels Fund to enter into this agreement with the County to fund the projects identified on the Scope of Services and budget as required by Exhibit 4.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

SUBRECIPIENT: COUNTY OF  
JEFFERSON, STATE OF COLORADO

By \_\_\_\_\_  
Libby Szabo, Chairman  
Board of County Commissioners

STATE OF COLORADO COUNTY  
OF JEFFERSON

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Libby Szabo as Chairman of the Board of County Commissioners of the County of Jefferson, State of Colorado.

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Commission expiration date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kurtis Behn  
Assistant County Attorney

RECIPIENT:  
JEFFCO ACTION CENTER, INC.

By Mag Strittmatter  
Mag Strittmatter, Executive Director

STATE OF COLORADO COUNTY OF:

The foregoing Agreement was acknowledged before me this 2<sup>nd</sup> day of May, 2016 by  
Mag Strittmatter as Executive Director of Jeffco Action Center, Inc.

Valarie Jeanne Abney  
Notary's official signature  
10/24/17  
Commission expiration date

VALARIE JEANNE ABNEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20134085869  
MY COMMISSION EXPIRES OCTOBER 24, 2017

## **Exhibit 1**

# **Jefferson County/JPP Application**

## **Scope of Work**

### **1. Project Summary**

This project will create an application for the Jeffco Prosperity Project (JPP) program to provide centralized case management services, outcome analysis and reporting for the families and partner agencies who work together with the families. The JPP program is a collaboration of community, school, business and community partners who work together to break the generational cycle of poverty. 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. This view will include a display of the programs and services the family is receiving, the needs the family may have, any assessments completed on the family which may include health assessments, mental health assessments and strength based assessments.

Being able to have all this information in one location for the team to share information and manage the families they are working with will expedite the service delivery for the families and allow for collaboration with community partners to meet needs of the family as they arise. Notifications will be able to be sent to team members on key changes in the families and on needs as they arise so that all team members are aware and can work together to communicate, collaborate and find solutions/resources quickly to support the success of the family.

This system will bring time savings with staff needing to try and find information in multiple systems and delays in the communication time to connect with all team members to get information circulated to the team. This time savings is critical as it means that the time is then spent serving the family with providing them services to reach self-sufficiency and gain the skills they need to break the cycle of poverty.

Not only will there be savings in staff time, but the cost savings in services provided from Human Services can continue as a result of seeing what services are being provided by the other program areas and also being able to collaborate with the other team members for the family to meet the family's needs. This will allow for further streamlining of service delivery and reduction of services, meeting our families' needs with the funds and partnerships developed through the information we learn in the data, outcome reporting and future predictive analytics.

Further, tracking the outcomes of the families served through the program in one location will also 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.

## **2. Project Goal**

Establish an electronic case management application, which will (1) be available to the family and all members of the team working with the family to streamline service delivery and collaboration on solution development and needs resolution; and (2) provide an outcome reporting platform for effective program analysis and additional improvements to the program with data-driven analysis.

## **3. Staff Assigned to Project**

The County has assigned the following key individuals to work on this project, although other subject matter experts may be involved throughout the Department of Human Services as needed to complete the project.

- Terri Hill – Project Manager, ITS
- Tara Czyzewski – Technical Lead, Human Services IT Director
- Graig Crawford – Data Consultant, CYF Data Analyst Supervisor
- John Binkley – Business Analyst, ITS
- ITS Service Design Team – Tech Programming, ITS
- Tom Sorensen – QA Lead, ITS
- Other IT Support – Database, Infrastructure and other general IT support provided by staff in IT Services Division

## **4. Scope and Process**

Jefferson County ITS will establish an electronic case management application, which will (1) be available to the family and all members of the team working with the family to streamline service delivery and collaboration on solution development and needs resolution; and (2) provide an outcome reporting platform for effective program analysis and additional improvements to the program with data-driven analysis.

- Setup a SQL server cluster with fail over configuration and full database encryption. (VM)
- Setup an IIS .NET Farm available to external users. (VM)
- Install and configure NSX Firewall for internal access.
- Install and configure Palo Alto Firewall for external access.
- Configure F5 load balancers for fail-over configuration.
- Configure SCOM monitoring for the application.
- Configure Solar Winds Database monitoring.
- Configure Solar Winds network monitoring.

- Install appliance and configure dual factor authentication for all access to application.
- Configure EMC VMax3 for storage
- Create extract packages from ChildPlus data source and insert that data to the new SQL environment containing the CW\_Forms data.
- Build a reporting layer on top of the SQL server. (SSRS)
- All data users for this project will be granted access according to security level access, managed by Human Service Security Administrators.
- The GUI will provide the following functionality:
  - Ability to assign cases to team members.
  - Ability to view all families assigned with the following breakdown
    - Family Info
    - Benefits
    - Services
    - Education
    - Health
    - Needs
    - Fiscal
  - Ability to send email notifications to team members or to certain members on the team with status updates or requests for information.
  - Ability to be accessed across hardware platforms (PC, tablet, mobile).
  - Upload documents and assessments.
- Data reports that will be included in the initial development will be limited to 5 (five).
- The data pulls will be done nightly. The data will be current as of previous day.
- The accuracy of data is limited to the source/raw data accuracy.
- Prior to production migration, we will create operational support documentation.
- We will migrate the final environment into a new production VM.

As part of this endeavor, ITS will conduct face-to-face kickoff meetings with the project team to review the overall project goals and details. Before assessment activity begins, we will also develop a project plan, complete with regular milestones, detailing schedule, tasks, and dependencies. This project will be completed using a combination of waterfall and agile project management techniques; on a high level this will be a waterfall project, however, the development of the application will be managed using agile project management techniques.

## **Out-Of-Scope**

- Integration of data sources beyond those mentioned above. Manual entry of identified data components will be made possible in this phase of development, but

no further integration of third party databases or applications is included in this phase.

- Development of data reports beyond those mentioned above, unless identified and prioritized during the Release Phase.

## **5. Preparation Phase**

During the preparation phase, the project team will prepare the technical and functional areas for active application development.

The preparation phase has following exit criteria items:

- All infrastructure components have been purchased.
- Environment has been installed and configured.
- Access to all data is complete/verified.
- GUI mockups have been approved by HS sponsor.

## **6. Development Phase**

During the development phase, the project team will build the database warehouse, GUI and reporting platform.

The installation phase has following exit criteria items:

- Identified ChildPlus data fields have been added to database warehouse for application as well as tables for storing manually entered data have been built.
- Menus have passed developer validation.
- Screens have passed developer validation.
- Links have passed developer validation.
- Reports have been built.
- Email integration has passed developer validation.
- Content has been approved by HS sponsor.
- Backups have been scheduled.

## **7. Deployment Phase**

During the deployment phase, the project team will test and deploy the database warehouse, GUI and reporting platform.

The release phase has following exit criteria items:

- UAT is complete with sponsor signoff.
- Production migration is complete.
- Release scheduling is assigned.

## 8. Release Phase

Following the initial deployment, the application will be placed into a regular release cycle for ongoing enhancement development. These enhancements may include major fixes or changes to the application that were not built to fully function in the initial build out as well as other functionality requests identified and prioritized by the team. These will be prioritized and scheduled based on capacity and funding remaining for the project.

## 9. Project Timeline

| <b>Performance Milestone</b> | <b>Kickoff</b> | <b>Complete</b> |
|------------------------------|----------------|-----------------|
| Initial Agreement Signing    | January 2016   | N/A             |
| Preparation Phase            | January 2016   | April 2016      |
| Development Phase            | April 2016     | November 2016   |
| Deployment Phase             | November 2016  | February 2017   |
| Release Phase                | February 2017  | May 2017        |

## 10. Pricing

The estimated cost for this project development, including the Release Phase period, is \$550,000.00, using the following payment schedule:

| <b>Performance Milestone</b> | <b>Amount</b>    |
|------------------------------|------------------|
| Initial Agreement Signing    | N/A              |
| Preparation Phase            | \$180,000        |
| Development Phase            | \$225,000        |
| Deployment Phase             | \$120,000        |
| Release Phase                | \$25,000         |
| <b>TOTAL</b>                 | <b>\$550,000</b> |

**Exhibit 2  
PROJECT BUDGET**

| <b>Performance Milestone</b> | <b>Timeframe</b>    | <b>Description of Related Expenses</b>   | <b>Amount</b>    |
|------------------------------|---------------------|--|------------------|
| Initial                      | January 2016        | N/A  | N/A              |
| Preparation Phase            | Jan - April 2016    | \$120,000 - hardware, software, and licensing fees<br>\$60,000 - labor (approximately 1,000 hours - project management, system admins, developer, database admins) | \$180,000        |
| Development Phase            | April - Nov 2016    | \$225,000 - labor (approximately 3,200 hours - project management, developer, database admins)   | \$225,000        |
| Deployment Phase             | Nov 2016 - Feb 2017 | \$120,000 - labor (approximately 2,000 hours - project management, system admins, developer, database)   | \$120,000        |
| Release Phase                | Feb - May 2017      | \$25,000 - labor (approximately 415 hours - project management, system admins, developer, database)  | \$25,000         |
| <b>TOTAL PROJECT BUDGET</b>  |                     |  | <b>\$550,000</b> |

**EXHIBIT 3**  
**INSURANCE**

Jefferson County shall provide, at the minimum, through self-insurance or otherwise, \$1 million in general liability insurance with \$2 million aggregate. Jefferson County Human Services, Jefferson County Schools Foundation and the Action Center shall all be listed as certificate holders. The Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as may be amended from time to time, limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement shall be controlled, limited and otherwise so modified by the Colorado Governmental Immunity Act.

EXHIBIT 4



DANIELS FUND

Request ID: 14178  
Jeffco Prosperity Project  
Page 1 of 6

May 19, 2015

Ms. Mag Strittmatter  
Executive Director  
Jeffco Action Center, Incorporated, dba The Action Center  
8755 West 14th Avenue  
Lakewood, CO 80215

Dear Ms. Strittmatter:

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Jeffco Action Center, Incorporated, dba The Action Center in the amount of \$1,613,942 for the Jeffco Prosperity Project (\$669,453 • \$561,757 • \$382,732). The specific terms of your grant are described in the attached Schedule A.

To comply with applicable statutes under the Internal Revenue Code ("Code") and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Jeffco Action Center, Incorporated, dba The Action Center agrees to use the grant exclusively for the specified purposes. No part of the grant may be used for purposes other than charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Code. Any modification of the use of grant funds is subject to the Daniels Fund's prior approval.
2. Jeffco Action Center, Incorporated, dba The Action Center represents that it is a Section 501(c)(3) publicly supported organization and agrees to notify the Daniels Fund immediately in writing of any change in your federal tax status.
3. Jeffco Action Center, Incorporated, dba The Action Center will return to the Daniels Fund any unexpended funds at the close of the grant period. Unexpended funds will be promptly returned if either of the following occur:
  - a. The Daniels Fund determines that the grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.
  - b. The grantee organization loses its exemption from federal income taxation under Section 501(c)(3) of the Code.



4. Jeffco Action Center, Incorporated, dba The Action Center will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
5. Jeffco Action Center, Incorporated, dba The Action Center will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.
6. Jeffco Action Center, Incorporated, dba The Action Center will not, directly or indirectly, use any portion of the grant funds to carrying on propaganda or otherwise attempt to influence legislation, or to otherwise engage in lobbying activities.
7. No part of the grant funds may be used for a grant to any organization considered to be a **private foundation for federal tax purposes** unless you comply with the applicable **"expenditure responsibility" provisions** of the Code.
8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.
9. Jeffco Action Center, Incorporated, dba The Action Center will continue to observe policies of nondiscrimination in employment, board membership and in the use of these funds and the provision of service as represented to the Daniels Fund in your request for funding.
10. Jeffco Action Center, Incorporated, dba The Action Center will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.
11. Jeffco Action Center, Incorporated, dba The Action Center will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. **Jeffco Action Center, Incorporated, dba The Action Center agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Jeffco Action Center, Incorporated, dba The Action Center in the Daniels Fund's periodic reports and media releases.**
12. Jeffco Action Center, Incorporated, dba The Action Center may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.
13. **By accepting this grant, Jeffco Action Center, Incorporated, dba The Action Center irrevocably and unconditionally agrees, to defend, indemnify and hold harmless the Daniels Fund and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses arising from or in connection with**



any act or omission of Jeffco Action Center, Incorporated, dba The Action Center, associated with this grant.

14. Jeffco Action Center, Incorporated, dba The Action Center did not provide any goods or services in return for the grant funds.

To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in the attached Schedule A, sign, scan, and send this Letter of Agreement to [LOA@DanielsFund.org](mailto:LOA@DanielsFund.org). After receipt of the signed LOA, we will issue the grant check pursuant to the grant payment terms outlined in the Schedule A.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunity can exist for each and every individual. The work of organizations such as Jeffco Action Center, Incorporated, dba The Action Center helps make this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

Handwritten signature of Bill Fowler in cursive.

Bill Fowler  
Senior Vice President

Handwritten signature of Linda Childears in cursive.

Linda Childears  
President and CEO

Grant Recipient: Jeffco Action Center, Incorporated, dba The Action Center

Name: MAG STRITTMATTER

Signature: MAG STRITTMATTER

Title: EXECUTIVE DIRECTOR

Accepted and agreed to by us this 20 day of MAY, 2015



**SCHEDULE A**  
**DESCRIPTION OF GRANT**

Grant Maker: Daniels Fund  
101 Monroe Street  
Denver, Colorado 80206  
Tax ID: 84-1393308  
Tel: (303) 393-7220

Grant Recipient: Jeffco Action Center, Incorporated, dba The Action Center  
8755 West 14th Avenue  
Lakewood, CO 80215  
(303) 237-7704

Tax ID: 23-7019679  
Tax Status: 501(c)(3), 509(a)(1)

Amount of Grant: \$1,613,942

Purposes of Grant: Jeffco Prosperity Project

Grant Period: June 1, 2015 - May 31, 2018

Grant Payment Terms: Initial \$669,453 payment within 30 days of receipt of this signed Letter of Agreement. Subsequent \$561,757 and \$382,732 payments upon receipt of satisfactory Interim Reports due 6/1/2016 and 6/1/2017.

Special Conditions: N/A



Expected  
Outcomes:

**Year 1** anticipated grant outcomes:

- Jeffco Prosperity Project will serve at least 47 families.
- At least 40% of families will demonstrate improvement in at least one key area of **self-sufficiency** such as **affordable housing, child care, quality child and adult education, livable wage, transportation, financial literacy, and savings account programs.**
- By December 31, 2016, Jeffco Prosperity Project will implement a data collection system. The system will produce reports for Jeffco Prosperity Project staff and partners beginning in the first quarter of 2017.
- By January 1, 2016, Jeffco Prosperity Project will contract with the Marsico Institute to create and implement an evaluation plan. An annual report will be included in the interim/final report expected by the Daniels Fund beginning in 2017.
- Two to three additional funding sources will be identified and secured.

**Year 2** anticipated grant outcomes

- **Jeffco Prosperity Project** will serve at least 67 families.
- At least 50% of families will demonstrate improvement in at least one key area of **self-sufficiency** such as **affordable housing, child care, quality child and adult education, livable wage, transportation, financial literacy, and savings account programs.**
- Two to three additional funding sources will be identified and secured.
- An annual report on the progress of Jeffco Prosperity Project as it relates to the evaluation plan will be submitted to the Daniels Fund.

**Year 3** anticipated grant outcomes:

- **Jeffco Prosperity Project** will serve at least 87 families.
- At least 60% of families will demonstrate improvement in at least one key area of **self-sufficiency** such as **affordable housing, child care, quality child and adult education, livable wage, transportation, financial literacy, and savings account programs.**
- Two to three additional funding sources will be identified and secured.
- An annual report on the progress of Jeffco Prosperity Project as it relates to the evaluation plan will be submitted to the Daniels Fund.



**Grant Recognition:** The Daniels Fund is proud to be associated with exceptional nonprofit organizations that make life better for people in communities across Colorado, New Mexico, Utah, and Wyoming. We are touched by the sentiment grant recipients occasionally express with plaques or other commemorations of the support they have received. While we are grateful for these acknowledgements, we ask that funds that might be spent on a gift for us are instead put to use benefiting the people you serve so well.

**Reporting Requirements:**

Within thirty (30) days after the end of the grant period, Jeffco Action Center, Incorporated, dba The Action Center will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

### Exhibit 5, Payment Schedule

| Payment schedule for Daniels Fund monies to support county IT project |                   |                                 |                       |  |                     |                            |                       |
|---|-------------------|---------------------------------|-----------------------|--|---------------------|----------------------------|-----------------------|
| Date Payment Received or Anticipated                                  | Beginning Balance | Amount Received or Anticipated* | Total Available Funds | Date of Phase of Work for GenApp                     | Payments to be Made |                            | Action Center Balance |
|   |                   |                                 |                       |  | Amount              | Date                       |                       |
| 1-Jun-15  | \$0               | \$300,000                       | \$300,000             | Prep Phase:<br>Jan - April 2016                      | \$180,000           | within 30 days of contract | \$120,000             |
| 1-Jun-16  | \$120,000         | \$250,000                       | \$370,000             | Development Phase:<br>April - Nov 2016               | \$112,500           | 4/1/16                     | \$257,500             |
|   | \$257,500         | \$0                             | \$257,500             |  | \$112,500           | 8/1/16                     | \$145,000             |
|   | \$145,000         | \$0                             | \$145,000             | Deployment & Release Phases:<br>Nov 2016<br>May 2017 | \$60,000            | 11/1/16                    | \$85,000              |
| 1-Jun-17  | \$85,000          | \$0                             | \$85,000              |  | \$85,000            | 2/1/17                     | \$0                   |

\* Reflects only that portion of the funding received that is dedicated to the IT contract.



**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**

**Rocky Mountain Metropolitan Airport  
AIP 59: Runway 12R/30L Rehabilitation  
Budget Supplemental**

**May 31, 2016**

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

**ISSUE:** Will the Board of County Commissioners consider applications for and acceptance of two grants and a budget supplemental to fund the Runway 12R/30L Rehabilitation Project?

**BACKGROUND:** Runway 12R/30L is the Airport's secondary runway (7,000 feet) and it has not been rehabilitated since it was constructed in 1991. The Runway has undergone fog sealing and crack sealing treatments throughout the years to prolong its useful life; however, the pavement is worn and is showing signs of stress.

**DISCUSSION:** Airport staff seeks consideration of a budget supplemental and approval for the Runway 12R/30L Rehabilitation and FAA-AIP grant dollars associated with the AIP 59 project. The proposed project includes a mill and fill overlay of the Runway surface along with reinforcing a manhole on Echo to better accommodate aircraft movement. The budget supplemental is a result of two changes: the actual bid numbers are higher than original engineer estimates, and additional negotiated schedules into the project that further enhance the runway and taxiway system as future FAA funding is unknown.

**FISCAL IMPACT:** The dollar amounts and applicable impacts associated with the requests discussed above are below:

| Runway 12R/30L | FAA         | CDOT-Aeronautics | Local     | Total       |
|----------------|-------------|------------------|-----------|-------------|
| JAN 2016       | \$5,670,000 | \$250,000        | \$380,000 | \$6,300,000 |
| JUN 2016       | \$6,290,000 | \$250,000        | \$448,889 | \$6,988,889 |

This project will be funded by one FAA grant at 90% (\$6,290,000), a CDOT-Aeronautics Grant at 3.58% (\$250,000-max), and a local match of 6.42% (\$448,889).

**RECOMMENDATIONS:** Staff recommends that the Board of County Commissioners:

- 1) Approve a budget supplemental in a not-to-exceed amount of \$1,655,557 dollars for the Runway 12R/30L Rehabilitation Project (project total \$6,988,889) at a future business meeting.
- 2) Authorize the Airport Director to approve the application for the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Runway 12R/30L Rehabilitation.
- 3) Authorize the BCC Chairman to approve the future FAA AIP Grant for the Runway 12R/30L Rehabilitation in the amount of \$6,290,000.

- 4) Authorize the Airport Director to approve the application for proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects.
- 5) Authorize the BCC Chairman to approve Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects in the amount of \$250,000.

**ORIGINATOR:** Bryan Johnson, Airport Director, ext 4851

**CONTACTS FOR ADDITIONAL INFORMATION:**  
Aubrey McGonigle, Administration Manager, ext 4859

# BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

## Rocky Mountain Metropolitan Airport AIP 59: Runway 12R/30L Rehabilitation

January 12, 2016

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** Will the Board of County Commissioners:

1. Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Runway 12R/30L Rehabilitation?
2. Authorize the Chair to approve the future FAA AIP Grant for the Runway 12R/30L Rehabilitation?
3. Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects?
4. Authorize the Board to approve the proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects?
5. Authorize a future Contract Order for construction of the Runway 12R/30L Rehabilitation not to exceed \$5,500,000?
6. Authorize a future Purchase Orders with Aviation for Construction Management and Design Services not to exceed \$1,500,000?
7. Furthermore, designate the Airport Director or other person as may be designated by the County Manager, as the County's authorized representative. The appointed representative would have the authority to approve any combination of change orders, provided that no combination shall increase the revised purchase order/contract order amount by more than ten (10) percent?

**BACKGROUND:** Runway 12R/30L is the Airport's secondary runway (7,000 feet) and it has not been rehabilitated since it was constructed in 1991. The Runway has undergone fog sealing and crack sealing treatments throughout the years to prolong its useful life; however, the pavement is worn and is showing signs of stress.

**DISCUSSION:** Airport staff seeks consideration and approval for the Runway 12R/30L Rehabilitation and FAA-AIP grant dollars associated with the AIP 59 project. The proposed project includes a mill and fill overlay of the Runway surface along with reinforcing a manhole on Echo to better accommodate aircraft movement.

**FISCAL IMPACT:** The dollar amounts and applicable impacts associated with the requests discussed above are below:

|                            | Local     | CDOT-Aeronautics | FAA         | Total       |
|----------------------------|-----------|------------------|-------------|-------------|
| <b>Runway 3/21 Project</b> | \$380,000 | \$250,000.00     | \$5,670,000 | \$6,300,000 |

This project will be funded by one FAA grant at 90%, a CDOT-Aeronautics Grant at 5% match (not to exceed \$250,000.00) and a local match of remaining expenditures.

**RECOMMENDATIONS:** The Board of County Commissioners authorizes and executes the following:

- 1) Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Runway 12R/30L Rehabilitation.
- 2) Authorize the Board to approve the future FAA AIP Grant for the Runway 12R/30L Rehabilitation in the amount of \$5,670,000.
- 3) Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects.
- 4) Authorize the Chair to approve the proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2015 Airport projects in the amount of \$250,000.
- 5) Authorize a future Contract Order for construction of the Runway 12R/30L Rehabilitation not to exceed \$5,500,000.
- 6) Authorize a future Purchase Order with Aviation for Construction Management and Design Services not to exceed \$1,500,000.
- 7) Furthermore, designate the Airport Director or other person as may be designated by the County Manager, as the County's authorized representative. The appointed representative would have the authority to approve any combination of change orders, provided that no combination shall increase the revised purchase order/contract order amount by more than ten (10) percent.

**ORIGINATOR:** Bryan Johnson, Airport Director, x4851

**CONTACTS FOR ADDITIONAL INFORMATION:**

Aubrey McGonigle, Administration Manager, x4859

# BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

## Rocky Mountain Metropolitan Airport AIP 59: Runway 12R/30L Rehabilitation

January 12, 2016

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** Will the Board of County Commissioners:

1. Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Runway 12R/30L Rehabilitation?
2. Authorize the Chair to approve the future FAA AIP Grant for the Runway 12R/30L Rehabilitation?
3. Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects?
4. Authorize the Board to approve the proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects?
5. Authorize a future Contract Order for construction of the Runway 12R/30L Rehabilitation not to exceed \$5,500,000?
6. Authorize a future Purchase Orders with Aviation for Construction Management and Design Services not to exceed \$1,500,000?
7. Furthermore, designate the Airport Director or other person as may be designated by the County Manager, as the County's authorized representative. The appointed representative would have the authority to approve any combination of change orders, provided that no combination shall increase the revised purchase order/contract order amount by more than ten (10) percent?

**BACKGROUND:** Runway 12R/30L is the Airport's secondary runway (7,000 feet) and it has not been rehabilitated since it was constructed in 1991. The Runway has undergone fog sealing and crack sealing treatments throughout the years to prolong its useful life; however, the pavement is worn and is showing signs of stress.

**DISCUSSION:** Airport staff seeks consideration and approval for the Runway 12R/30L Rehabilitation and FAA-AIP grant dollars associated with the AIP 59 project. The proposed project includes a mill and fill overlay of the Runway surface along with reinforcing a manhole on Echo to better accommodate aircraft movement.

**FISCAL IMPACT:** The dollar amounts and applicable impacts associated with the requests discussed above are below:

|                     | Local     | CDOT-Aeronautics | FAA         | Total       |
|---------------------|-----------|------------------|-------------|-------------|
| Runway 3/21 Project | \$380,000 | \$250,000.00     | \$5,670,000 | \$6,300,000 |

This project will be funded by one FAA grant at 90%, a CDOT-Aeronautics Grant at 5% match (not to exceed \$250,000.00) and a local match of remaining expenditures.

**RECOMMENDATIONS:** The Board of County Commissioners authorizes and executes the following:

- 1) Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for the Runway 12R/30L Rehabilitation.
- 2) Authorize the Board to approve the future FAA AIP Grant for the Runway 12R/30L Rehabilitation in the amount of \$5,670,000.
- 3) Authorize the Airport Director, or other person as may be designated by the County Manager as the County's authorized representative, to approve the application for proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2016 Airport projects.
- 4) Authorize the Chair to approve the proposed Grant 16-BJC-01 from the Colorado Department of Transportation – Aeronautics Division for 2015 Airport projects in the amount of \$250,000.
- 5) Authorize a future Contract Order for construction of the Runway 12R/30L Rehabilitation not to exceed \$5,500,000.
- 6) Authorize a future Purchase Order with Aviation for Construction Management and Design Services not to exceed \$1,500,000.
- 7) Furthermore, designate the Airport Director or other person as may be designated by the County Manager, as the County's authorized representative. The appointed representative would have the authority to approve any combination of change orders, provided that no combination shall increase the revised purchase order/contract order amount by more than ten (10) percent.

**ORIGINATOR:** Bryan Johnson, Airport Director, x4851

**CONTACTS FOR ADDITIONAL INFORMATION:**

Aubrey McGonigle, Administration Manager, x4859



**GRANT TRACKING FORM:** Application-08179

**Grant Status:** Drafted

**Grantee:** Rocky Mountain Metropolitan Airport

**Vendor:**

**Contact:**

**PO:**

**Phone:**

**Contract:**

**Email:**

**Cost Center:**

**Project Summary:** Rehabilitation of Runway 12R/30L which is anticipated to remove the top two inches of the asphalt surface course, clean and seal cracks, and pave two inches of new pavement on top of the milled surface. Connector Taxiway E, G, and H will be removed entirely and reconstructed with a width of 50 feet to match the width of these taxiways constructed with the BJC AIP 57 project. The reconstruction of three existing sanitary sewer manholes on and adjacent to Taxiway E will be included with this project. These existing sanitary sewer manholes were not constructed as aircraft rated manholes so the existing manholes will be removed and replaced with new aircraft rated manholes.

**Identify the existing problem:** The existing surface of Runway 12R/30L was last rehabilitated in 1992 so it is time to replace the asphalt surface course of the runway. The condition of the existing pavement section on Taxiways E, G, and H is beyond rehabilitation so these taxiways will be reconstructed with a new pavement section. Three existing sanitary sewer manholes were not constructed as aircraft rated manholes so the existing manholes will be removed and replaced with new aircraft rated manholes.

**Project Definition:** The project will be designed from November 2015 to January 2016. The project will be Issued for Bid at the beginning of February 2016 and the bid opening will occur at the beginning of March 2016. Construction is anticipated to commence in June 2016.

**Project Director:** Bryan

**Location of Fiscal Records:**

**Project Director Email:** bejohnso@co.jefferson.co.us

**Project Director Phone:** (303) 271-4850

**Total Remaining:** \$6,300,000.00

#### GRANT ELEMENTS

| Element Name | Grant Description            | Status  | Federal        | %     | State        | %    | Local        | %    | TOTAL          |
|--------------|------------------------------|---------|----------------|-------|--------------|------|--------------|------|----------------|
| State Match  | State match on Federal funds | Drafted | \$5,670,000.00 | 90.00 | \$250,000.00 | 3.97 | \$380,000.00 | 6.03 | \$6,300,000.00 |

#### DRAW DOWNS

| Grant Element | Date | Drawdown Description | Federal | State | Local | Total | Status |
|---------------|------|----------------------|---------|-------|-------|-------|--------|
|---------------|------|----------------------|---------|-------|-------|-------|--------|

| <b>Application for Federal Assistance SF-424</b>  |   |   |
|---|---|---|
| * 1. Type of Submission<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application<br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision | * If Revision, select appropriate letter(s):<br>- Select One -<br><br>* Other (Specify) |
| * 3. Date Received:   | 4. Application Identifier:<br>KBJC  |   |
| 5a. Federal Entity Identifier:  | * 5b. Federal Award Identifier:<br>03-08-0006-059   |   |
| <b>State Use Only:</b>  |   |   |
| 6. Date Received by State:  | 7. State Application Identifier:  |   |
| <b>8. APPLICANT INFORMATION:</b>  |   |   |
| * a. Legal Name: Jefferson County, CO   |   |   |
| * b. Employer/Taxpayer Identification Number (EIN/TIN):<br>84-6000774   | *c. Organizational DUNS:<br>13-740-5432   |   |
| <b>d. Address:</b>  |   |   |
| * Street1: 11755 Airport Way<br>Street 2:<br>* City: Broomfield<br>County:<br>* State: Colorado<br>Province:<br>Country: USA<br><br>*Zip/ Postal Code: 80021                    |   |   |
| <b>e. Organizational Unit:</b>  |   |   |
| Department Name:<br>Development and Transportation  | Division Name:<br>Airport   |   |
| <b>f. Name and contact information of person to be contacted on matters involving this application:</b>   |   |   |
| Prefix: Mr. First Name: Bryan<br>Middle Name:<br>* Last Name: Johnson<br>Suffix: A.A.E.   |   |   |
| Title:<br>Airport Director  |   |   |
| Organizational Affiliation:<br>Rocky Mountain Metropolitan Airport  |   |   |
| * Telephone Number: (303) 271-4850  |   | Fax Number: (303) 271-4875  |
| * Email: bejohnso@flyRMMA.com   |   |   |

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Jefferson County, City and County of Broomfield, Colorado

\* 15. Descriptive Title of Applicant's Project:

Rehabilitate Runway 12R/30L and its connector taxiways with an anticipated mill and fill rehabilitation.

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: 2nd

\*b. Program/Project: 2nd

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 10/01/2015

\*b. End Date: 12/31/2016

**18. Estimated Funding (\$):**

|                    |       |              |
|--------------------|-------|--------------|
| *a. Federal        | _____ | 5,670,000.00 |
| *b. Applicant      | _____ |              |
| *c. State          | _____ | 250,000.00   |
| *d. Local          | _____ | 380,000.00   |
| *e. Other          | _____ |              |
| *f. Program Income | _____ |              |
| *g. TOTAL          | _____ | 6,300,000.00 |

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes
- No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \*First Name: Bryan

Middle Name:

\*Last Name: Johnson

Suffix: A.A.E.

\*Title: Airport Director

\*Telephone Number: (303) 271-4850

Fax Number: (303) 271-4875

\* Email: bejohnso@flyRMMA.com

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

\*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

| SECTION A  |  |
|--|--|
| <p><b>Item 1.</b><br/>Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>               | <p>Name of Governing Body:</p> <p>Priority:</p>  |
| <p><b>Item 2.</b><br/>Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>     | <p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>  |
| <p><b>Item 3.</b><br/>Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>      | <p>(Attach Comments)</p>   |
| <p><b>Item 4.</b><br/>Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>             | <p>Name of Approving Agency:</p> <p>Date:</p>  |
| <p><b>Item 5.</b><br/>Is the proposal project covered by an approved comprehensive plan?<br/>CIP Updated in November 2015 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>                                    | <p>Check one: State <input type="checkbox"/><br/>Local <input checked="" type="checkbox"/><br/>Regional <input type="checkbox"/><br/>Location of Plan: Rocky Mountain Metropolitan Airport</p> |
| <p><b>Item 6.</b><br/>Will the assistance requested serve a Federal installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>  | <p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>  |
| <p><b>Item 7.</b><br/>Will the assistance requested be on Federal land or installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                    | <p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project:        %</p>  |
| <p><b>Item 8.</b><br/>Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                           | <p>(See instructions for additional information to be provided.)</p>   |
| <p><b>Item 9.</b><br/>Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>Number of:<br/>Individuals:<br/>Families:<br/>Businesses:<br/>Farms:</p>  |
| <p><b>Item 10.</b><br/>Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>        | <p>(See instructions for additional information to be provided.)</p>   |

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:  
Jefferson County, in its adoption of the Airport Master Plan, has accepted the land use recommendation and included the definition of an airport influence area. Working cooperatively with adjacent land use jurisdictions (Boulder County, Broomfield County, and the City of Westminster), zoning requests are required and approval is contingent on assured future compatibility. Each zoning change request within the airport influence area is reviewed by the airport in relation to how noise, flight patterns, and approach areas affect the property. Appropriate recommendations for denial or conditional approval of the proposed zoning are made. As a minimum, conditional approval would require an aviation easement.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:  
None.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:  
None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.  
Yes, it is consistent with the plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.  
Yes, consideration has been given.

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.  
Yes.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.  
N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.  
N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

All parcels of land associated with this project are depicted with the attached Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

| <b>SECTION A – GENERAL</b>                                   |                        |                     |                       |
|--|------------------------|---------------------|-----------------------|
| 1. Federal Domestic Assistance Catalog Number: <u>20.106</u> |                        |                     |                       |
| 2. Functional or Other Breakout: _____                       |                        |                     |                       |
| <b>SECTION B – CALCULATION OF FEDERAL GRANT</b>              |                        |                     |                       |
| Cost Classification  | Use only for revisions |                     | Total Amount Required |
|  | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                    | \$                     | \$                  | \$10,000.00           |
| 2. Preliminary expense                                       |                        |                     |                       |
| 3. Land, structures, right-of-way                            |                        |                     |                       |
| 4. Architectural engineering basic fees                      |                        |                     | \$1,000,000.00        |
| 5. Other Architectural engineering fees                      |                        |                     |                       |
| 6. Project inspection fees                                   |                        |                     |                       |
| 7. Land development  |                        |                     |                       |
| 8. Relocation Expenses                                       |                        |                     |                       |
| 9. Relocation payments to Individuals and Businesses         |                        |                     |                       |
| 10. Demolition and removal                                   |                        |                     |                       |
| 11. Construction and project improvement                     |                        |                     | \$5,290,000.00        |
| 12. Equipment  |                        |                     |                       |
| 13. Miscellaneous  |                        |                     |                       |
| 14. Total (Lines 1 through 13)                               |                        |                     | \$6,300,000.00        |
| 15. Estimated Income (if applicable)                         |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                    |                        |                     | \$6,300,000.00        |
| 17. Less: Ineligible Exclusions                              |                        |                     |                       |
| 18. Add: Contingencies                                       |                        |                     |                       |
| 19. Total Project Amt. (Excluding Rehabilitation Grants)     |                        |                     | \$6,300,000.00        |
| 20. Federal Share requested of Line 19                       |                        |                     | \$5,670,000.00        |
| 21. Add Rehabilitation Grants Requested (100 Percent)        |                        |                     |                       |
| 22. Total Federal grant requested (lines 20 & 21)            |                        |                     | \$5,670,000.00        |
| 23. Grantee share  |                        |                     | \$380,000.00          |
| 24. Other shares   |                        |                     | \$250,000.00          |
| 25. Total Project (Lines 22, 23 & 24)                        | \$                     | \$                  | \$6,300,000.00        |

| <b>SECTION C – EXCLUSIONS</b>   |                                     |  |
|---|-------------------------------------|--|
| Classification  | Ineligible for Participation<br>(1) | Excluded From Contingency Provision<br>(2) |
| a.  | \$                                  | \$   |
| b.  |                                     |  |
| c.  |                                     |  |
| d.  |                                     |  |
| e.  |                                     |  |
| f.  |                                     |  |
| g. <b>Totals</b>  | \$                                  | \$   |
| <b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>   |                                     |  |
| 27. Grantee Share   |                                     |  |
| a. Securities   |                                     | \$   |
| b. Mortgages  |                                     |  |
| c. Appropriations (By Applicant)  |                                     | \$380,000.00                               |
| d. Bonds  |                                     |  |
| e. Tax Levies   |                                     |  |
| f. Non Cash   |                                     |  |
| g. Other (Explain)  |                                     |  |
| h. TOTAL - Grantee share  |                                     | \$380,000.00                               |
| 28. Other Shares  |                                     |  |
| a. State  |                                     | \$250,000.00                               |
| b. Other  |                                     |  |
| c. Total Other Shares   |                                     | \$250,000.00                               |
| <b>29. TOTAL</b>  |                                     | \$630,000.00                               |
| <b>SECTION E – REMARKS</b>  |                                     |  |
| 1. Airport Sponsor Assurances (Attached)<br>2. Sponsor Certifications (Attached)<br>3. Exhibit A (Attached) |                                     |  |

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

**PROJECT : Rehabilitate Runway 12R/30L and Connector Taxiways**

**AIRPORT : Rocky Mountain Metropolitan Airport**

**1. Objective:**

This project will consist of rehabilitating Runway 12R/30L and its connector taxiways with an anticipated mill and fill rehabilitation.

**2. Benefits Anticipated:**

The existing surface of Runway 12R/30L was last rehabilitated in 1992 when the top two inches of the runway was milled off and replaced with a new two inch surface course. The existing condition of the Taxiway G pavement section is very poor and it will be investigated with this project to determine if a full depth reconstruction is required. If funding allows, connector Taxiways E, G, and H on the, north side of Runway 12R/30L, will be widened to fifty feet to match the fifty foot width constructed on the south side of Runway 12L/30R with the BJC AIP 57 project. The AIP 57 project widened connector Taxiways E, G, and H south of Runway 12L/30R to approximately sixty feet south of the runway safety area line. This project will also reconstruct an existing sanitary sewer manhole on Taxiway E, south of Runway 12L/30R, to an aircraft rated sanitary sewer manhole. Airfield pavement required to be removed with the reconstruction of this sanitary sewer manhole will be replaced. In addition, this project will replace existing reflectors on Taxiways G, H, and J with taxiway edge lights.

**3. Approach: (See approved Scope of Work in Final Application)**

N/A

**4. Geographic Location:**

The Rocky Mountain Metropolitan Airport is located southwest of the U.S. 36/U.S. 287 intersection, in Broomfield, Colorado. The geographic coordinates of the Airport Reference Point is as Latitude 39d54m31.632s North and Longitude 105d07m01.977s West.

**5. If Applicable, Provide Additional Information:**

N/A

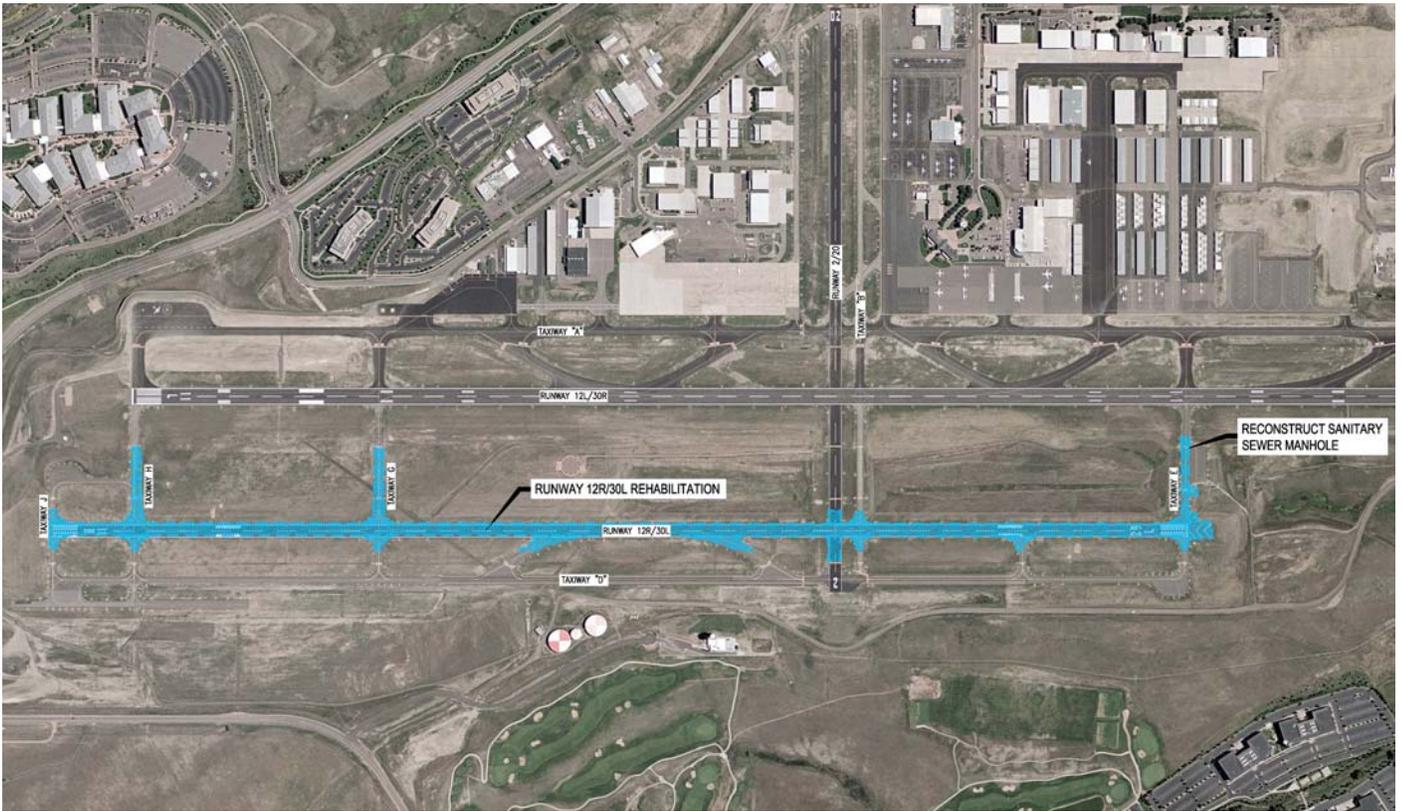
**6. Sponsor's Representative: (include address & telephone number)**

Mr. Bryan Johnson, A.A.E.  
Airport Director  
11755 Airport Way  
Broomfield, CO 80021  
303-271-4850

# CIP/PREAPPLICATION DATA SHEET

**AIRPORT:** Rocky Mountain Metropolitan Airport **LOCAL PRIORITY:** N/A **UPDATED:** November 30, 2015  
**WORK ITEM:** Rehabilitate Runway 12R/30L and Connector Taxiways

**SKETCH:**



**SPONSOR SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COST ESTIMATE:** Item (Excavation, Paving, etc.) \_\_\_\_\_

|                        |                 |    |    |               |                        |
|------------------------|-----------------|----|----|---------------|------------------------|
| <b>ADMINISTRATION:</b> | \$ 10,000.00    | 1: | \$ | 4             | \$                     |
| <b>ENGINEERING:</b>    | \$ 1,000,000.00 | 2: | \$ | 5             | \$                     |
| <b>CONSTRUCTION:</b>   | \$ 5,290,000.00 | 3: | \$ |               |                        |
|                        |                 |    |    | <b>TOTAL:</b> | <b>\$ 6,300,000.00</b> |

**ADO USE:**

**PREAPP NO:** \_\_\_\_\_ **GRANT NO:** \_\_\_\_\_ **NPIAS CODE:** \_\_\_\_\_ **WORK CODE:** \_\_\_\_\_ **FAA PRIOR:** \_\_\_\_\_ **FED \$** \_\_\_\_\_



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/11/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

| <b>NUMBER</b>               | <b>TITLE</b>   |
|-----------------------------|--|
| 70/7460-1K                  | Obstruction Marking and Lighting                               |
| 150/5020-1                  | Noise Control and Compatibility Planning for Airports          |
| 150/5070-6B<br>Change 2     | Airport Master Plans   |
| 150/5070-7<br>Change 1      | The Airport System Planning Process                            |
| 150/5100-13B                | Development of State Standards for Nonprimary Airports         |
| 150/5200-28D                | Notices to Airmen (NOTAMS) for Airport Operators               |
| 150/5200-30C<br>Change 1    | Airport Winter Safety And Operations                           |
| 150/5200-31C<br>Changes 1-2 | Airport Emergency Plan   |
| 150/5210-5D                 | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| 150/5210-7D                 | Aircraft Rescue and Fire Fighting Communications               |
| 150/5210-13C                | Airport Water Rescue Plans and Equipment                       |
| 150/5210-14B                | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing    |
| 150/5210-15A                | Aircraft Rescue and Firefighting Station Building Design       |
| 150/5210-18A                | Systems for Interactive Training of Airport Personnel          |

| NUMBER                      | TITLE  |
|-----------------------------|--|
| 150/5210-19A                | Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports   |
| 150/5220-10E                | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles  |
| 150/5220-16D                | Automated Weather Observing Systems (AWOS) for Non-Federal Applications  |
| 150/5220-17B                | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities   |
| 150/5220-18A                | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials  |
| 150/5220-20A                | Airport Snow and Ice Control Equipment   |
| 150/5220-21C                | Aircraft Boarding Equipment  |
| 150/5220-22B                | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns  |
| 150/5220-23                 | Frangible Connections  |
| 150/5220-24                 | Foreign Object Debris Detection Equipment  |
| 150/5220-25                 | Airport Avian Radar Systems  |
| 150/5220-26<br>Change 1     | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment   |
| 150/5300-7B                 | FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes   |
| 150/5300-13A<br>Change 1    | Airport Design   |
| 150/5300-14C                | Design of Aircraft Deicing Facilities  |
| 150/5300-16A                | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17C                | Standards for Using Remote Sensing Technologies in Airport Surveys   |
| 150/5300-18B<br>Change 1    | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5D                 | Airport Drainage Design  |
| 150/5320-6E                 | Airport Pavement Design and Evaluation   |
| 150/5320-12C<br>Changes 1-8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces   |

| NUMBER       | TITLE   |
|--------------|---|
| 150/5320-15A | Management of Airport Industrial Waste  |
| 150/5235-4B  | Runway Length Requirements for Airport Design   |
| 150/5335-5C  | Standardized Method of Reporting Airport Pavement Strength - PCN  |
| 150/5340-1L  | Standards for Airport Markings  |
| 150/5340-5D  | Segmented Circle Airport Marker System  |
| 150/5340-18F | Standards for Airport Sign Systems  |
| 150/5340-26C | Maintenance of Airport Visual Aid Facilities  |
| 150/5340-30H | Design and Installation Details for Airport Visual Aids   |
| 150/5345-3G  | Specification for L-821, Panels for the Control of Airport Lighting                                     |
| 150/5345-5B  | Circuit Selector Switch   |
| 150/5345-7F  | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                      |
| 150/5345-10H | Specification for Constant Current Regulators and Regulator Monitors                                    |
| 150/5345-12F | Specification for Airport and Heliport Beacons  |
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                                       |
| 150/5345-27E | Specification for Wind Cone Assemblies  |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems  |
| 150/5345-39D | Specification for L-853, Runway and Taxiway Retro reflective Markers                                    |
| 150/5345-42G | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories            |
| 150/5345-43G | Specification for Obstruction Lighting Equipment  |
| 150/5345-44J | Specification for Runway and Taxiway Signs  |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures   |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures   |

| NUMBER                  | TITLE  |
|-------------------------|--|
| 150/5345-47C            | Specification for Series to Series Isolation Transformers for Airport Lighting Systems   |
| 150/5345-49C            | Specification L-854, Radio Control Equipment   |
| 150/5345-50B            | Specification for Portable Runway and Taxiway Lights                                     |
| 150/5345-51B            | Specification for Discharge-Type Flashing Light Equipment                                |
| 150/5345-52A            | Generic Visual Glideslope Indicators (GVGI)  |
| 150/5345-53D            | Airport Lighting Equipment Certification Program   |
| 150/5345-54B            | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A            | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure         |
| 150/5345-56B            | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)           |
| 150/5360-12F            | Airport Signing and Graphics   |
| 150/5360-13<br>Change 1 | Planning and Design Guidelines for Airport Terminal Facilities                           |
| 150/5360-14             | Access to Airports By Individuals With Disabilities                                      |
| 150/5370-2F             | Operational Safety on Airports During Construction                                       |
| 150/5370-10G            | Standards for Specifying Construction of Airports  |
| 150/5370-11B            | Use of Nondestructive Testing in the Evaluation of Airport Pavements                     |
| 150/5370-13A            | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt                         |
| 150/5370-15B            | Airside Applications for Artificial Turf   |
| 150/5370-16             | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements                |
| 150/5370-17             | Airside Use of Heated Pavement Systems   |
| 150/5380-7B             | Airport Pavement Management Program  |
| 150/5380-9              | Guidelines and Procedures for Measuring Airfield Pavement Roughness                      |
| 150/5390-2C             | Heliport Design  |
| 150/5395-1A             | Seaplane Bases   |

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

| NUMBER                       | TITLE  |
|------------------------------|--|
| 150/5100-14E                 | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17<br>Changes 1 - 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-9B                  | Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects                |
| 150/5300-15A                 | Use of Value Engineering for Engineering Design of Airports Grant Projects                   |
| 150/5320-17A                 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals                              |
| 150/5370-6D                  | Construction Progress and Inspection Report – Airport Improvement Program (AIP)              |
| 150/5370-12A                 | Quality Control of Construction for Airport Grant Projects                                   |

## STANDARD DOT TITLE VI ASSURANCES

Jefferson County, CO (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES** *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**Jefferson County, CO**  
**(Sponsor)**

\_\_\_\_\_  
**(Signature of Authorized Official)**

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

### ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Rocky Mountain Metropolitan Airport

**LOCATION:** Broomfield, CO

**AIP PROJECT NO.:** 3-08-0006-059

**STATEMENTS APPLICABLE TO THIS PROJECT**

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Rocky Mountain Metropolitan Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Rocky Mountain Metropolitan Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Mr. Bryan Johnson, A.A.E., Airport Director, Rocky Mountain Metropolitan Airport

**SPONSORING AGENCY:** Jefferson County, CO

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title \_\_\_\_\_  
Mr. Bryan Johnson, A.A.E., Airport Director, Rocky Mountain Metropolitan Airport

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor:                      Jefferson County, CO

Airport:                        Rocky Mountain Metropolitan Airport

Project Number:            3-08-0006-059

Description of Work:      Rehabilitate Runway 12R/30L and Connector Taxiways

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract 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 his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes     No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

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: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been ~~or will be~~ published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.  
 Yes    No    N/A
  
2. An ongoing drug-free awareness program has been ~~or will be~~ established to inform employees about:
  - a. The dangers of drug abuse in the workplace
  - b. The sponsor's policy of maintaining a drug-free workplace
  - c. Any available drug counseling, rehabilitation, and employee assistance programs
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes    No    N/A
  
3. Each employee to be engaged in the performance of the work ~~has been or~~ will be given a copy of the statement required within item 1 above.  
 Yes    No    N/A

4. Employees ~~have been~~ or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes    No    N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes    No    N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes    No    N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes    No    N/A

Site(s) of performance of work:

**Location 1**

Name of Location: Rocky Mountain Metropolitan  
 Address: 11755 Airport Way, Broomfield, CO 80021

**Location 2 (if applicable)**

Name of Location:  
 Address:

**Location 3 (if applicable)**

Name of Location:  
 Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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 \_\_\_\_\_, 2015.

Name of Sponsor: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Jefferson County, CO

**AIP #:** 3-08-0006-059

**Project Description(s):** Rehabilitate Runway 12R/30L and Connector Taxiways

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were ~~or will be~~ made to ensure fair and open competition from a wide area of interest.  
 Yes    No    N/A
  
2. Consultants were ~~or will be~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes    No    N/A
  
3. A record of negotiations ~~has been~~ or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes    No    N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval ~~was~~ or will be obtained from the Federal Aviation Administration (FAA).  
 Yes    No    N/A

5. The consultant services contracts clearly ~~or will clearly~~ establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding ~~are or~~ will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contact provisions for grant-assisted contracts ~~have been or~~ will be included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards ~~were not or~~ will not be used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).  
 Yes    No    N/A
  
2. Specifications for the procurement of equipment ~~are not or~~ will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.  
 Yes    No    N/A
  
3. The development that ~~is included or~~ will be included in the plans is depicted on the airport layout plan approved by the FAA.  
 Yes    No    N/A
  
4. Development that is ineligible for AIP funding ~~has been or~~ will be omitted from the plans and specifications.  
 Yes    No    N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 ~~are or~~ will be included in the project specifications.  
 Yes    No    N/A
  
6. If a value engineering clause is incorporated into the contract, concurrence ~~was or~~ will be obtained from the FAA.  
 Yes    No    N/A
  
7. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.  
 Yes    No    N/A
  
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 ~~have been or~~ will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.  
 Yes    No    N/A
  
9. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  
 Yes    No    N/A
  
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.  
 Yes    No    N/A

Attach Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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 \_\_\_\_\_, 2015.

Name of Sponsor: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is ~~or will be~~ in effect governing the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts.  
 Yes    No    N/A
  
2. For all contacts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.  
 Yes    No    N/A
  
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA ~~have included or~~ will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts  
 Yes    No    N/A

4. Sponsor procurement actions using the competitive sealed bid method ~~was or~~ will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
  - c. Publicly opened at a time and place prescribed in the invitation for bids
  - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
  - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes  No  N/A
6. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate determination for the appropriate type of project
- Yes  No  N/A
7. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:
- a. Access to Records
  - b. Buy American Preferences
  - c. Civil Rights (General Provisions and Title VI Assurances)
  - d. Federal Fair Labor Standards
  - e. Occupational Safety and Health Act requirements
  - f. Seismic Safety (applies only to projects that include buildings)
  - g. State Energy Conservation Requirements (as applicable)
  - h. U.S. Trade Restriction
  - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes  No  N/A
8. All construction and equipment installation contracts exceeding \$2,000 ~~contain or~~ will contain the provisions established by:
- a. Davis-Bacon and Related Acts
  - b. Copeland "Anti-Kickback" Act
- Yes  No  N/A

9. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving

Yes  No  N/A

10. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes  No  N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management ~~has been or~~ will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes  No  N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes  No  N/A

13. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes    No    N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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 \_\_\_\_\_, \_\_\_\_\_ 2015.

Name of Sponsor: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

### Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing ~~were or~~ will be determined to be qualified as well as competent to perform the work.  
 Yes    No    N/A
  
2. Daily construction records ~~were or~~ will be kept by the resident engineer/construction inspector as follows:
  - a. Work in progress
  - b. Quality and quantity of materials delivered
  - c. Test locations and results
  - d. Instructions provided the contractor
  - e. Weather conditions
  - f. Equipment use
  - g. Labor requirements
  - h. Safety problems
  - i. Changes required Yes    No    N/A

3. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.  
 Yes  No  N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents ~~have been or~~ will be submitted to the Federal Aviation Administration (FAA).  
 Yes  No  N/A
5. All tests specified in the plans and specifications ~~were or~~ will be performed and the test results documented as well as made available to the FAA.  
 Yes  No  N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were or~~ will be taken.  
 Yes  No  N/A
7. Payments to the contractor ~~were or~~ will be made in compliance with contract provisions as follows:  
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and  
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.  
 Yes  No  N/A
8. The project ~~was or~~ will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.  
 Yes  No  N/A
9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.  
 Yes  No  N/A
10. Work in the grant agreement ~~was or~~ will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.  
 Yes  No  N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been or~~ will be submitted to the FAA.  
 Yes  No  N/A
12. Applicable close out financial reports ~~have been or~~ will be submitted to the FAA.  
 Yes  No  N/A

13. The construction of all buildings ~~have complied~~ or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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 \_\_\_\_\_, 2015.

Name of Sponsor: Jefferson County, CO

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

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## Real Property Acquisition Airport Improvement Program Sponsor Certification

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Sponsor: Jefferson County, CO

Airport: Rocky Mountain Metropolitan Airport

Project Number: 3-08-0006-059

Description of Work: Rehabilitate Runway 12R/30L and Connector Taxiways

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.  
 Yes    No    N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they ~~have been or will be~~ extinguished, modified, or subordinated.  
 Yes    No    N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project.
  - b. The lessor is a public agency.
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes    No    N/A
  
4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.  
 Yes    No    N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes  No  N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
  - b. The right of ingress and egress to remove obstructions
  - c. The right to restrict the establishment of future obstructions
- Yes  No  N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
  - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- Yes  No  N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes  No  N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes  No  N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
  - b. Supporting documents for settlements included in the project files
- Yes  No  N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
  - b. Supporting documents for awards included in the project files
- Yes  No  N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes  No  N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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 \_\_\_\_\_, 2015.

Name of Sponsor:

Name of Sponsor's Designated Official Representative: Bryan Johnson, A.A.E.

Title of Sponsor's Designated Official Representative: Airport Director

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_





**Chatfield Watershed Authority IGA & Bylaws Revisions****May 31, 2016**

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

**ISSUE:**

Jefferson County is a member of the Chatfield Watershed Authority which has updated the Chatfield Watershed Authority Inter-governmental Agreement (IGA) and bylaws.

**BACKGROUND:**

The Chatfield Watershed Authority (Authority) was established in 1984 under the authority of the Colorado Department of Public Health and Environment (CDPHE) to implement point source, non-point source and storm water controls. Membership of the Authority includes multiple jurisdictions, including Jefferson County, Douglas County, Littleton, Castle Rock and Larkspur as well as water and sanitation districts including Denver Water, Centennial Water and Sanitation and the Plum Creek Water Reclamation Authority. The applicable Water Quality Control Commission (WQCC) Control Regulations for the Authority include WQCC Control Regulation 73 and 85. The Control Regulations provide water quality standards, require a water monitoring program and require that annual reports be provided to the CDPHE. The Authority functions as a collaborative effort between the jurisdictions and the water and sanitation districts to meet the Control Regulations.

The IGA and bylaws have been amended to reflect updated language, current membership and Authority board members.

**DISCUSSION:**

The revisions to IGA and bylaws include a requirement that the Authority's Permanent General Jurisdiction Members, including the Town of Castle Rock, Douglas County and Jefferson County, be elected officials. As the Authority moves forward, guidance and potential options for funding sources will be required. The current Authority manager anticipates this would require quarterly Authority meetings with the elected officials.

The technical analysis related to the monitoring program and source controls may be delegated to the Authority's technical board which would include staff from the various members.

**FISCAL IMPACTS:**

There are no additional fiscal impacts to the County due to updated IGA and bylaws. The membership dues with the amended IGA and bylaws will be similar to our current dues.

**RECOMMENDATIONS:**

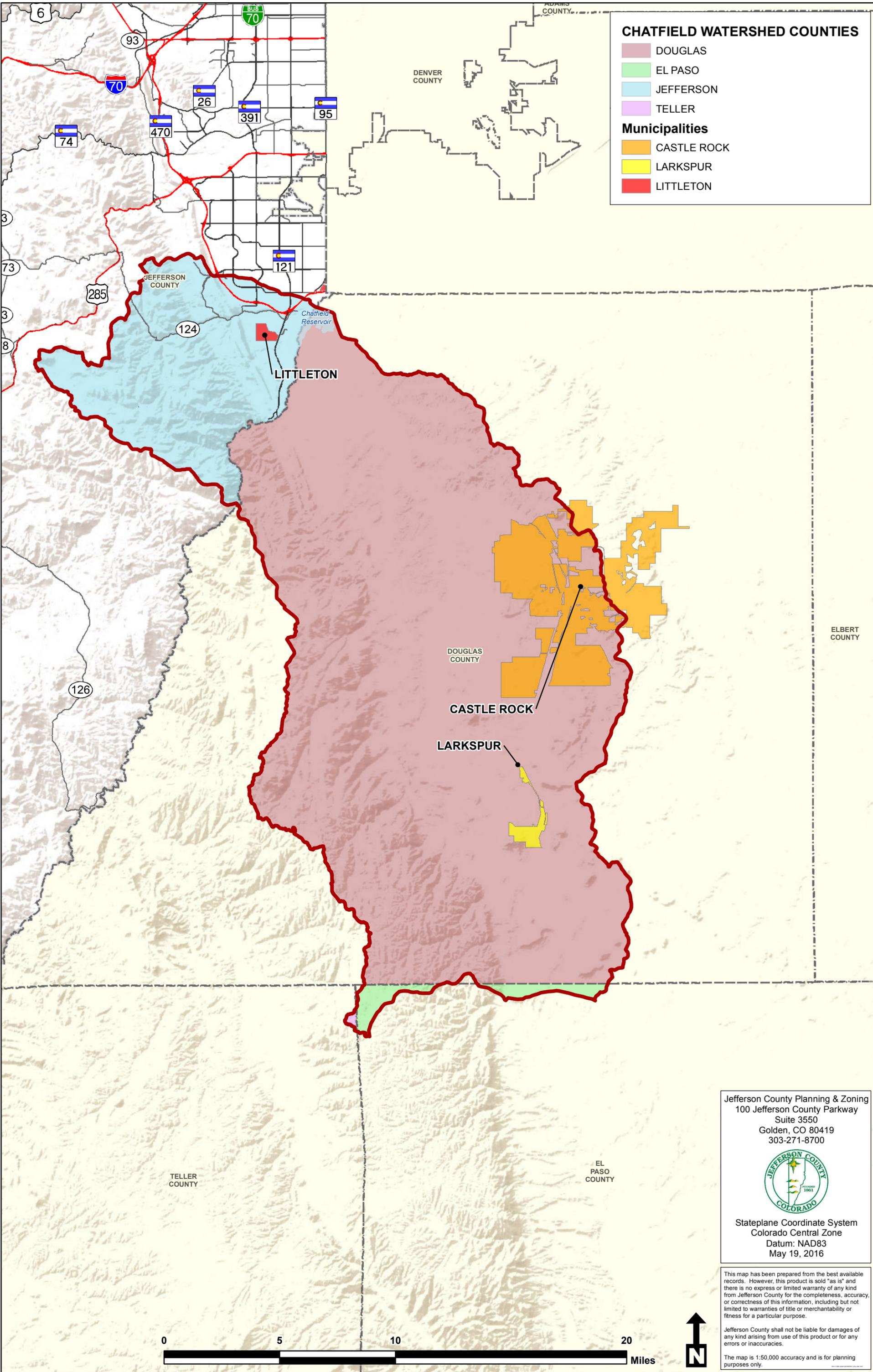
Allow the amended IGA to be placed on the June 14, 2016 business consent agenda for approval

**ATTACHMENTS:**

- Attachment 1 – Chatfield Watershed Authority Boundary Map
- Attachment 2 – Chatfield Watershed Authority IGA and bylaws

**ORIGINATORS:**

- Jeanie Rossillon, Director of Development and Transportation, x8575
- John Wolforth, Director of Planning and Zoning, x8713
- Patrick O'Connell, Geologist, x8707



Jefferson County Planning & Zoning  
 100 Jefferson County Parkway  
 Suite 3550  
 Golden, CO 80419  
 303-271-8700

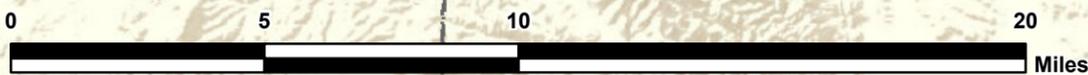


Stateplane Coordinate System  
 Colorado Central Zone  
 Datum: NAD83  
 May 19, 2016

This map has been prepared from the best available records. However, this product is sold "as is" and there is no express or limited warranty of any kind from Jefferson County for the completeness, accuracy, or correctness of this information, including but not limited to warranties of title or merchantability or fitness for a particular purpose.

Jefferson County shall not be liable for damages of any kind arising from use of this product or for any errors or inaccuracies.

The map is 1:50,000 accuracy and is for planning purposes only.



**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING the CHATFIELD WATERSHED AUTHORITY**

\_\_\_\_\_, 2016

**THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING the CHATFIELD WATERSHED AUTHORITY** (the “**Agreement**”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between Douglas County, a political subdivision of the State of Colorado; Jefferson County, a political subdivision of the State of Colorado; the City of Littleton, a home rule municipality and political subdivision of the State of Colorado; the Town of Castle Rock, a home rule municipality and political subdivision of the State of Colorado; the Town of Larkspur, a home rule municipality and political subdivision of the State of Colorado; Castle Pines Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado; Centennial Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Dominion Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Louviers Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; the City and County of Denver, acting by and through its Board of Water Commissioners, a municipal corporation of the State of Colorado; and the Plum Creek Water Reclamation Authority, a political subdivision of the State of Colorado (hereinafter singularly as a “**Member**” and collectively as the “**Members**”).

**RECITALS**

**WHEREAS**, the Chatfield Watershed Authority was first established in 1993 by an agreement that expired on December 31, 1996 and was subsequently replaced by the Agreement for Continuation of the Watershed Authority, dated March 26, 1997; and

**WHEREAS**, the Members by prior agreement set forth their goals and objectives in implementing the Chatfield Reservoir Control Regulation heretofore adopted by and amended by the Water Quality Control Commission of the State of Colorado, 5 CCR 1002-73; and

**WHEREAS**, the Members additionally desire to establish an entity to provide for a regional, coordinated approach to phosphorous and other nonpoint source pollution control in the Chatfield Watershed, including but not limited to providing for the construction, operation, and maintenance of nonpoint control projects, water quality monitoring, and urban runoff and erosion management and control; and

**WHEREAS**, the Members have determined that the most effective way to continue pursuit of such goals and objectives is to allow the Authority to continue as the designated water quality management agency for the Chatfield Watershed while allowing for the Authority to exercise other powers to implement its purpose and goals; and

**WHEREAS**, the Members have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 29-1-204.2, C.R.S., to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each and to establish a separate governmental entity as a water resource authority; and

**WHEREAS**, the Members are authorized to own and operate water systems or facilities pursuant to Section 30-20-402(1), C.R.S. (concerning the Members representing counties); Section 31-35-402(1), C.R.S. (concerning the Members representing municipalities), Section 32-1-103(24), C.R.S. (concerning the Members representing water and sanitation districts); and Section 32-1-103(10), C.R.S. (concerning the Members representing metropolitan districts), and as such, may establish an entity as a water resource authority; and

**WHEREAS**, the Members desire to reestablish the Authority as the successor entity to the Authority as previously organized and as a water resource authority pursuant to Section 29-1-204.2; and

**WHEREAS**, pursuant to Section 29-1-204.2(8), C.R.S., such a successor entity assumes the same functions, services, systems or facilities and is entitled to all rights and privileges, and assumes all obligations and liabilities of the Authority as previously organized; and

**WHEREAS**, by the continuation and reorganization of the Authority, the Members wish to continue an agenda for the implementation of the goals and objectives of the Authority as a separate governmental entity through which the Members may prudently plan, provide for, manage, and operate programs, facilities, and structures to address water quality and water quality improvements related to and affecting the Chatfield Watershed.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits of this Agreement, including but not limited to continuing local control and oversight over water resources, systems, facilities, and related water quality and drainage programs, the Authority, consisting of the undersigned signatories, is hereby continued and reestablished pursuant to Section 29-1-204.2, C.R.S., incorporating all of its prior authority, duties, and responsibilities, and pursuant thereto, the Members hereby covenant and agree as follows:

**ARTICLE I**  
**NAME AND PURPOSE**

1. **Establishment of Water Resource Authority.** The Members hereby create and establish a water resource authority known as the “Chatfield Watershed Authority” (hereinafter, the “**Authority**”), pursuant to Sections 29-1-203 and 29-1-204.2, C.R.S to carry out, and only carry out, the provision of this Agreement and to advance the purposes and goals of the Authority as set forth in Article I, Section 2 below. The Authority shall be a successor entity to the Chatfield Watershed Authority as previously organized, shall assume the same functions, services, systems or facilities and shall be entitled to all rights and privileges, and shall assume all obligations and liabilities of such former organization. The Authority shall be a separate governmental entity and political subdivision and public corporation of the State of Colorado, separate from the parties to this Agreement, and shall have the duties, privileges, immunities,

rights, liabilities, and disabilities of a public body politic and corporate. The provisions of articles 10.5 and 47 of title 11, C.R.S. shall apply to moneys of the Authority.

2. **Purpose.** The purpose of the Authority is to provide for and promote a regional, coordinated approach for the provision of water quality improvements and the protection of water quality in the Chatfield Watershed for recreation, fisheries, drinking water supplies, other beneficial uses, and for the public benefit of the Members of the Authority, their inhabitants, and the People of the State of Colorado, as deemed appropriate by the Board of Directors of the Authority, and may include but is not limited to: providing for the construction, operation, and maintenance of point and nonpoint source control projects; monitoring of the Chatfield Reservoir, South Platter River below Strontia Springs Reservoir, and Plum Creek and the water flowing into them; recommending water quality standards therefor; continuing to implement Colorado Water Quality Control Commission Chatfield Reservoir Control Regulations, 5 CCR 1002-73; and coordinating with state and federal agencies regarding water quality control measures.

## **ARTICLE II** **MEMBERSHIP**

1. **Membership.** The Members of the Authority shall consist of Permanent General Jurisdiction Members; Water and Sanitation District (“**W&S**”) Members; Water Providers, other Municipalities and Metropolitan Districts (collectively the “**Other Members**”), and such other Members as may join the Authority from time to time, as set forth herein and in a set of duly approved bylaws of the Authority (the “**Bylaws**”).

2. **Additional Members.** Membership in the Authority will be initially limited to the signatory Members to this Agreement, which comprise the Permanent General Jurisdiction Members, the W&S Members, and the Other Members as set forth in the Bylaws. Other parties, who will be called the Ex-Officio Participants, will be provided an opportunity participate in the Authority as set forth in the Bylaws without executing this Agreement or any amendment thereto. Ex-Officio Participants are not Members. Additional parties may be allowed to join the Authority as Permanent General Jurisdiction Members, W&S Members, or Other Members, by executing an amendment to this Agreement, subject to approval by two-thirds (2/3) of the then-existing Members of the Authority. Such amendment may contain reasonable terms and conditions requiring such party to reimburse the then-existing Members for a reasonable share of all expenses previously incurred and expended by such Members and to assume a fair and equitable share of the outstanding liabilities of the Authority, and will require the payment of such other sums to the Authority as may be provided in the amendment. The amendment will specify the rights, powers, duties, and obligations of any new Member.

3. **Withdrawal.** Any Member may withdraw from the Authority by giving one hundred twenty (120) days written notice to the Secretary of the Authority of its intent to withdraw. Such withdrawing Member shall pay all of its obligations arising hereunder or pursuant to the Bylaws until the effective date of its withdrawal; provided, however, that if a Member determines to withdraw from the Authority after October 31 of the then-current calendar year, the withdrawing Member shall be required to pay the full amount of the Member’s

annual dues for the ensuing year. As of the effective date of withdrawal, the withdrawing Member shall lose all rights and benefits under this Agreement, which rights and benefits shall be reassigned by action of the Authority. A withdrawing Member shall have no obligation, financial or otherwise, to the Authority following the effective date of its withdrawal, except as otherwise provided herein and except that if such withdrawing Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Authority that cannot be completed by the effective date of withdrawal, such withdrawing Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged.

Should any Member of the Authority fail to pay funds to satisfy its annual dues assessment prior to April 1 of any year for which such dues are authorized and remit such payment to the Authority prior to April 1 of the same year, the failure shall be deemed a default, the Authority may exercise its rights to recover unpaid dues, and all rights and benefits previously accorded to such Member shall be suspended. The Authority will issue a written notice of default to the Member. If the default is not cured by May 1 of that year, the membership of the Member may be terminated at the discretion of the Authority, and the Authority shall be entitled to sue to recover the unpaid dues assessment. A terminated Member shall have no obligation, financial or otherwise, to the Authority, except as otherwise provided herein and except that if such terminated Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Authority that cannot be completed by the effective date of termination, such terminated Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. If the defaulting Member does not withdraw or if the defaulting Member is not terminated, the Member shall continue to be charged an annual dues assessment until such time as withdrawal is effective, and at such time, the withdrawing Member shall be required to pay in full all past due obligations to the Authority.

### **ARTICLE III** **GOVERNING BODY**

1. **Governing Body.** There is hereby established a Board of Directors in which all of the power of the Authority shall be vested. The Board of Directors (the “**Board**”) shall be governed by the Bylaws and shall be comprised of representatives of such Members of the Authority as set forth in the Bylaws.

2. **Powers.** Except as otherwise provided herein, the Authority, acting by and through the Board, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Authority as of the Effective Date until such time as the Bylaws are amended as provided therein.

3. **Voting.** The Members of the Authority shall be entitled to vote for Board Members in accordance with the Bylaws. The voting requirements for action by the Board shall also be as set forth in the Bylaws.

4. **Compensation.** Members of the Board of Directors shall not receive compensation from the Authority for their services. The Board may provide for reimbursement

of a Director for reasonable and necessary expenses incurred on behalf of, and authorized by, the Authority to the extent permitted by law.

5. **Officers.** The officers of the Authority, the manner of their selection, and their duties shall be as set forth in the Bylaws.

#### **ARTICLE IV** **FUNDING**

1. **Member Dues.** The Members, including Permanent General Jurisdiction Members, W&S Members, and Other Members, shall provide funds to the Authority pursuant to a dues structure as set forth in the Bylaws, the amount of such dues for the following calendar year to be determined by the Board by no later than July 31 of the then-current calendar year, and by such fees, rates, and charges for functions, services, or facilities provided by the Authority, as determined by the Board. The Authority may sue any Member to recover unpaid, past-due annual dues, as provided for herein.

2. **Authority Obligations.** The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members or of other parties that may join the Authority from time to time.

3. **Fees, Rates, and Charges.** The Authority shall have the power to fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority.

4. **Bonds.** The Authority shall have the power to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system, or facility or the combined functions, services, systems, or facilities of the Authority, or from any other available funds of the Authority, pursuant to the provisions Section 29-1-204.2(7), C.R.S.

5. **Additional Funding.** The Members shall be entitled to cooperate and contract with one another to provide for the sharing of costs, the imposition of taxes, or the incurring of debt; provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. Additionally, the Authority shall be entitled to seek additional funds or funding as may be or become available to it.

6. **Park Fees.** The Authority shall be authorized to seek legislative action from the Colorado Legislature affecting the Authority, including but not limited to legislation authorizing the collection of fees, rates, and charges at State parks and recreation facilities to support the services, functions, and facilities of the Authority, and legislation imposing a tax to be determined by the Members to generate revenues to be utilized by and for the benefit of the Authority.

#### **ARTICLE V** **LIABILITY**

1. **Liability of Members.** The Authority shall be solely responsible for the acts of the Authority. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of any Member of the Authority, as defined in the Bylaws. The liability of the Authority is limited to the available funds of the Authority. All contracts entered into by the Authority shall contain this liability disclaimer.

2. **Indemnification.** To the extent permitted by law, the Authority shall defend and indemnify its directors, officers, and employees in connection with any claim or actual or threatened suit, action, proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such a director, officer, or employee, or by reason of any action or omission by him or her in any such capacity, and shall pay any judgment resulting therefrom, except any liability arising out of any criminal offense or willful and wanton misconduct. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Authority available for such purposes, including available insurance coverage. The Authority's obligations to defend and indemnify its directors, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. This indemnification shall not apply to any suit brought by the Authority as plaintiff or third-party plaintiff, or to any suit brought by a Member to enforce the terms of this Agreement, excepting a suit brought solely to enforce this indemnification according to its terms.

3. **Insurance.** The Authority shall maintain a liability policy with respect to its directors and officers. The Authority shall maintain insurance or self-insure with respect to its properties and affairs and employees against such casualties and contingencies of such types and in such amounts as the Board may determine from time to time, in its discretion.

## **ARTICLE VI** **MISCELLANEOUS**

1. **Term.** This Agreement shall commence on the date of its full execution by the parties hereto and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless terminated in accordance with the provisions of this Article.

2. **Amendment.** This Agreement may be supplemented, amended or modified only by written approval of two-thirds (2/3) of the Members to the Agreement.

3. **Termination.** This Agreement may be terminated by approval of two-thirds (2/3) of the Members to the Agreement, as such Agreement is amended from time-to-time; provided, however, that this Agreement may not be terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations has been made pursuant to the terms thereof. In the event of the termination of this Agreement and the dissolution of the Authority, the Board may make such decisions as it deems appropriate in connection with the distribution, disposition, or division of the Authority's assets; provided, however, that in all cases, the Authority shall continue to meet its contractual and service obligations. Upon dissolution of the Authority, any fixed asset of the Authority shall be distributed to the Member that so contributed the fixed asset, and if more than one Member

contributed the fixed asset to the Authority, the fixed asset shall be distributed, upon agreement of the Members that contributed thereto, to one of the Members with fair and just compensation paid by said Member to the other Member or Members. Liquid assets of the Authority remaining after satisfaction of all obligations of the Authority shall be equitably distributed to the Members as deemed fair and appropriate by the Board.

4. **Non-Appropriation.** Notwithstanding any other provision contained in this Agreement to the contrary, the payment of Member obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement by any Member, then it shall be deemed that such Member has withdrawn from the Authority upon receipt of such notice of non-appropriation by the Board, and all of such Member's rights and obligations with respect to the Authority shall terminate effective as of the date in such notice of non-appropriation. The Authority's fiscal year is currently the calendar year.

5. **No Impairment.** Nothing in this Agreement shall be deemed to impair any of the powers of the parties hereto. Nothing in this Agreement shall impair, amend, limit, abridge, contravene, or otherwise affect the rights of any party under any existing contract or agreement. Nothing in this Agreement shall prohibit or otherwise limit any party from obtaining water from any source or from developing any water supply, storage, treatment, or distribution project, either alone or in some combined manner with other parties, Members, or a combination thereof.

6. **No Third Party Rights.** This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition contained herein or the breach thereof.

7. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Douglas County.

8. **Severability.** The provisions of this Agreement are severable. If a provision or any part of this Agreement or the application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Agreement, and in such event this Agreement shall be construed in all respects as if such invalid provision were omitted.

9. **Binding Agreement.** The provisions of this Agreement shall bind and inure to the benefit of each Member and its respective successors and permitted assigns, if any.

10. **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement among the Members with respect to the matters set forth herein, and supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind, whether written or oral, with respect to those matters.

11. **Headings**. The headings provided throughout this Agreement are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

12. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13. **Authority to Enter Agreement**. The signatures of those representatives of the Members below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

**COUNTY OF DOUGLAS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF JEFFERSON**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF LITTLETON**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TOWN OF CASTLE ROCK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TOWN OF LARKSPUR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CASTLE PINES METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CENTENNIAL WATER AND SANITATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**DOMINION WATER AND SANITATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**LOUVIERS WATER AND SANITATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**PERRY PARK WATER AND SANITATION  
DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ROXBOROUGH WATER AND SANITATION  
DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLUM CREEK WATER RECLAMATION  
AUTHORITY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY AND COUNTY OF DENVER,  
ACTING BY AND THROUGH ITS  
BOARD OF WATER COMMISSIONERS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**

**Bylaws of Authority**

(See attached)

**BYLAWS OF THE  
CHATFIELD WATERSHED AUTHORITY**

**ARTICLE I  
PURPOSE**

**1.1 Purpose.** The purpose of the Chatfield Watershed Authority (the “**Authority**”) is to provide for and promote a regional, coordinated approach for the provision of water quality improvements and the protection of water quality in the Chatfield Watershed for recreation, fisheries, drinking water supplies, other beneficial uses, and for the public benefit of the Members of the Authority, their inhabitants, and the People of the State of Colorado, as deemed appropriate by the Board of Directors of the Authority, and may include but is not limited to providing for the construction, operation, and maintenance of point and nonpoint source control projects, monitoring of the Chatfield Reservoir, South Platter River below Strontia Springs Reservoir, and Plum Creek and the water flowing into them, recommending water quality standards therefor, and coordinating with state and federal agencies regarding water quality control measures, pursuant to the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority (the “**Establishing Agreement**”), entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 2016.

**ARTICLE II  
OFFICES**

**2.1 Principal Office.** The principal office of the Authority shall be located within the State of Colorado at such location as is designated by the Board of Directors from time to time. At the time of execution of these Bylaws, the principal office of the Authority was Douglas County Public Works Engineering Department, 3030 N. Industrial Way, Castle Rock, CO 80109. Written notice of any change in the location of the Authority’s principal office shall be provided in advance to all Members of the Authority.

**2.2 Other Offices.** The Authority may have such other offices and places of business within the State of Colorado as the Board may designate from time to time.

**ARTICLE III  
MEMBERSHIP**

**3.1 Member Entities.** The members of the Authority shall consist of the Permanent General Jurisdiction Members; the Water and Sanitation District (“**W&S**”) Members; the water providers, metropolitan districts and other municipalities’ members (collectively, the “**Other Members**”); as have entered into the Establishing Agreement and as defined below, and such additional parties as may join the Authority from time to time (collectively, “**Members**”).

**3.2 Permanent General Jurisdiction Members.** The Authority shall initially have three (3) Permanent General Jurisdiction Members, including Douglas County, Jefferson County and the Town of Castle Rock. The Permanent General Jurisdiction Members shall be the primary funding members of the Authority. Additional parties will be allowed to join the

Authority as Permanent General Jurisdiction Members from time to time, as provided in the Establishing Agreement.

**3.3 W&S Members.** The Authority shall initially have six (6) W&S Members. W&S Members shall include: (i) Centennial Water and Sanitation District, (ii) Dominion Water and Sanitation District, (iii) Louviers Water and Sanitation District, (iv) Perry Park Water and Sanitation District, (v) Roxborough Water and Sanitation District, and (vi) Plum Creek Water Reclamation Authority. Additional parties will be allowed to join the Authority as W&S Members from time to time, as provided in the Establishing Agreement.

**3.4 Other Members.** The Authority shall initially have four (4) Other Members. The Other Members shall include: (i) the Castle Pines Metropolitan District, (ii) the City and County of Denver acting through its Board of Water Commissioners, (iii) Town of Larkspur, and (iv) the City of Littleton. Additional parties will be allowed to join the Authority as Other Members from time to time, as provided in the Establishing Agreement.

**3.5 Ex-Officio Participants.** The Ex-Officio Participants shall include the Colorado Agricultural Leadership Foundation, the Colorado Parks and Wildlife Commission (Chatfield State Park), the Colorado Department of Transportation, the Colorado Water Conservation Board, the Ken Caryl Ranch Master Association, the Law Enforcement Foundation, Ponderosa Retreat, Sacred Heart Retreat, Tri-County Health Department, the U.S. Army Corps of Engineers, the Chatfield Reservoir Mitigation Company, Inc., and the Water Quality Control Division of the Colorado Department of Public Health and Environment. Each Ex-Officio Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Manager of the Authority to be included on communications related to the Authority. Ex-Officio Participants are not members of the Authority and have no voting rights or other obligations with respect to the Authority, including no obligation to pay dues. Ex-Officio Participants are encouraged to participate in the Authority meetings and provide input on the operations of the Authority at any public meetings of the Authority.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

**4.1 Powers and Duties.** The governing body of the Authority shall be a Board of Directors (the "**Board**"). Subject to any limitations of the Establishing Agreement, Sections 29-1-203 and 29-1-204.2 C.R.S., or these Bylaws, all powers of the Authority shall be exercised by, or under the authority of, and the business and affairs of the Authority shall be controlled by, the Board. The Board shall collectively act as is necessary and as is authorized by law and by these Bylaws to carry out the provisions of the Establishing Agreement to advance the purpose and goals of the Authority. The Authority shall have all powers, privileges, and duties enumerated in the Establishing Agreement and these Bylaws and granted to entities formed pursuant to Sections 29-1-203 and 29-1-204.2 C.R.S., as they now exist or may be amended from time to time.

In addition to the powers, privileges, and duties enumerated in the Establishing Agreement, these Bylaws, and granted to entities formed pursuant to Sections 29-1-203 and 29-1-204.2 C.R.S., the Authority shall have the following powers:

a. To seek legislative action from the Colorado Legislature affecting the Authority, including but not limited to enabling legislation for watershed authorities in the State of Colorado, and legislation authorizing funding and/or revenue generation to support the services, functions, and facilities of the Authority.

b. To establish advisory committees to gather, research, compare, and evaluate information, and advise the Board regarding matters pertaining to the water quality of the Chatfield Watershed or such other matters pertaining to the purpose and goals of the Authority as deemed necessary or advisable by the Board.

**4.2 Number of Directors.** The Authority's Board shall consist of five (5) representatives of the Members (each a "**Director**"). The Board's membership shall consist of three (3) Directors, one of whom is appointed by each Permanent General Jurisdiction Member; one (1) Director selected by the W&S Members; and one (1) Director selected by the Other Members, as described in this Article IV. In the event new Members are added pursuant to Article II, Section 2 of the Establishing Agreement, the Board will amend these Bylaws to appropriately address composition of the Board.

#### **4.3 Directors Representing the Permanent General Jurisdiction Members.**

**4.3.1 Directors.** Each Permanent General Jurisdiction Member shall appoint one (1) Director to the Board. The Director for each Permanent General Jurisdiction Member must be an elected official of the appointing Member and be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorship. Each Permanent General Jurisdiction Member shall provide written notice of the name and contact information of its appointed Director to the Manager of the Authority.

**4.3.2 Alternate Directors.** Each Permanent General Jurisdiction Member shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the "**Alternate Director**"). Each Permanent General Jurisdiction Alternate Director shall also be an elected official of such Member. If the selected Alternate Director is not an elected official of such Member, such Alternate Director will not be authorized to vote on behalf of such Member at meetings where the Director is absent.

**4.3.3 Term.** There shall be no restriction on the term of a Director for the Permanent General Jurisdiction Members. Each Permanent General Jurisdiction Member shall appoint such Director and Alternate Director as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such Members' policies and procedures. Any changes in the Permanent General Jurisdiction Member shall be communicated promptly to the Manager of the Authority.

**4.3.4 Removal.** A Permanent General Jurisdiction Member may, in its sole discretion, remove its appointed Director or Alternate Director from the Board at any time and appoint a successor thereto by providing written notice to the Manager of the Authority.

#### **4.4 Director Representing W&S Members.**

**4.4.1 Director.** The W&S Members of the Authority, collectively, shall select one W&S Member to represent all of the W&S Members as a Director on the Board, as provided herein. The Director must be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorships.

**4.4.2 Manner of Selection.** The election of the Director for the W&S Members shall take place in the Fall of each year an election is necessary through a written ballot process as described herein. All W&S Members in good standing with the Authority that have paid all past dues and fees shall be entitled to participate in the election of the W&S Member Director. By the end of September in such year, the Manager shall send out a written notice, electronic mail notice is acceptable, to all W&S Members in good standing requesting the nomination of one Director from such Member's organization. Each W&S Member may, but is not required to, nominate one (1) qualified candidate to serve as Director; no other nominations will be accepted. Each W&S Member shall notify the Manager of its Director nomination on or before October 31<sup>st</sup>. The Manager shall then have one (1) week to prepare and send out, either via prepaid mail or electronic mail, a ballot for the W&S Members to return for the election of the W&S Member Director. Each W&S Member shall have until November 30<sup>th</sup> to return the completed ballot to the Manager. A quorum of W&S Members for an election shall consist of a majority of the W&S Members entitled to cast a vote on the matter. If a quorum does not exist on November 30<sup>th</sup>, the Manager shall solicit additional ballots from the missing W&S Members until a quorum is obtained. Voting by proxy is strictly prohibited. Each W&S Member shall be entitled to cast up to three (3) votes for the nominees; provided, however, the W&S Member is not required to cast all three (3) votes and each vote cast must be for a different candidate (i.e. no cumulative voting is allowed). If only two (2) or fewer nominees are on the ballot, then each W&S Member shall only be entitled to cast one (1) vote in the election. The nominee receiving the most votes shall serve as the Director for the W&S Members. In the event of a tied ranking, a tiebreaking vote or votes, as necessary, shall be conducted. The Manager shall use reasonable efforts to ensure that the W&S Director is known no later than December 15<sup>th</sup>, if any tiebreaking votes are required. The W&S Member whose candidate received the most votes shall provide written notice of the name and contact information of the Director to the Manager of the Authority.

**4.4.3 Alternate Directors.** The W&S Member that is select to represent all of the W&S Members shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the "**W&S Alternate Director**"). The W&S Members' Director and Alternate Director may be elected officials or staff of the entity such W&S Member represents.

**4.4.4 Term.** Any Director of the W&S Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. No W&S Member Director shall serve more than two (2) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit.

**4.4.5 Removal.** The W&S Members may, by unanimous approval, remove a Director representing the W&S Members from the Board at any time. If so removed, the W&S Members shall elect a replacement Director to fill the remainder of the removed Director's term pursuant to the procedures of Section 4.4.2 with the timing of such votes adjusted accordingly. Written notice of the removal and election should be provided to the Manager of the Authority and the Manager will assist with the election process.

#### **4.5 Other Members.**

**4.5.1 Director.** The Other Members of the Authority, collectively, shall select one (1) Other Member to represent all of the Other Members as a Director to serve on the Board, as provided herein. The Director must be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorships.

**4.5.2 Manner of Selection.** The election of the Director for the Other Members shall take place in the Fall of each year an election is necessary through a written ballot process as described herein. All Other Members in good standing with the Authority that have paid all past dues and fees shall be entitled to participate in the election of the Other Member Director. By the end of September in such year, the Manager shall send out a written notice, electronic mail notice is acceptable, to all Other Members in good standing requesting the nomination of one Director from such Member's organization. Each Other Member may, but is not required to, nominate one (1) qualified candidate to serve as Director; no other nominations will be accepted. Each Other Member shall notify the Manager of its Director nomination on or before October 31<sup>st</sup>. The Manager shall then have one (1) week to prepare and send out, either via prepaid mail or electronic mail, a ballot for the Other Members to return for the election of the Other Member Director. Each Other Member shall have until November 30<sup>th</sup> to return the completed ballot to the Manager. A quorum of Other Members for an election shall consist of a majority of the Other Members entitled to cast a vote on the matter. If a quorum does not exist on November 30<sup>th</sup>, the Manager shall solicit additional ballots from the missing Other Members until a quorum is obtained. Voting by proxy is strictly prohibited. Each Other Member shall be entitled to cast up to three (3) votes for the nominees; provided, however, the Other Member is not required to cast all three (3) votes and each vote cast must be for a different candidate (i.e. no cumulative voting is allowed). If only two (2) or fewer nominees are on the ballot, then each Other Member shall only be entitled to cast one (1) vote in the election. The nominee receiving the most votes shall serve as the Director for the Other Members. In the event of a tied ranking, a tiebreaking vote or votes, as necessary, shall be conducted. The Manager shall use reasonable efforts to ensure that the Other Member Director is known no later than December 15<sup>th</sup>, if any tiebreaking votes are required. The Other Member whose candidate received the most

votes shall provide written notice of the name and contact information of the Director to the Manager of the Authority.

**4.5.3 Alternate Directors.** The Other Member that is selected to represent all of the Other Members shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the “**Other Member Alternate Director**”). The Other Members’ Director and Alternate Director may be elected officials or staff of the entity such Other Member represents.

**4.5.4 Term.** Any Director of the Other Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. No Other Member Director shall serve more than two (2) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit.

**4.5.5 Removal.** The Other Members may, by unanimous approval, remove a Director representing the Other Members from the Board at any time. If so removed, the Other Members shall elect a replacement Director to fill the remainder of the removed Director’s term pursuant to the procedures of Section 4.5.2 with the timing of such votes adjusted accordingly. Written notice of the removal and election should be provided to the Manager of the Authority and the Manager will assist with the election process.

**4.6 Vacancies and Election of Directors.** A vacancy on the Board may occur by reason of death, disability, resignation, removal or otherwise of any Director. For the Permanent General Jurisdiction Members, vacancies shall be filled pursuant to the procedures set forth in Sections 4.3.1 above. For W&S and Other Members, a vacancy caused by any reason, other than removal pursuant to Section 4.4.5 and 4.5.5 hereof, shall be filled by the appointment of a qualified individual of the Member organization represented by the departing Director. Any Director appointed to fill a vacancy on the Board shall serve the remainder of the departing Director’s term.

**4.7 Withdrawal of Members.** In the event a Member organization with a representative on the Board decides to withdraw from the Authority as permitted or required in the Establishing Agreement, then, in the case of a W&S or Other Member, the applicable Members shall hold an election in accordance with the procedures set forth in Sections 4.4.2 and 4.5.2 with the timing of such votes adjusted accordingly. If a Permanent General Jurisdiction Member withdraws, then the remaining Board of Directors shall amend these Bylaws which vote shall require the unanimous approval of the remaining Directors.

**4.7 Compensation.** The Directors shall not receive any compensation from the Authority for their services to the Authority.

## **ARTICLE V** **OFFICERS**

**5.1 Presiding Officers.** At the first Board meeting of each calendar year, or such other date as mutually agreed upon by the Board, the Board shall elect by a Majority Vote (as

defined in Section 8.2 below) from the Directors a Chairman and Vice-Chairman who shall be the presiding officers at Chatfield Watershed Authority meetings (the “**Presiding Officer(s)**”). If the Chairman or Vice-Chairman elects not to preside over a meeting or particular matter, a Majority Vote of the Board present shall then elect a temporary chairman who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

**5.2 Term.** The term of office for the Presiding Officers is one (1) year from the date of election; however, there is no limit on the number of terms a Presiding Officer may serve. Each Presiding Officer shall hold office until his successor is duly elected or until his death, incapacity, resignation, or removal.

**5.3 Resignation and Removal.** A Presiding Officer may resign at any time by giving written notice to the Board and the Authority’s Manager and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Board by Super Majority Vote (as defined in Section 8.3 below) of the Board, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer.

**5.4 Presiding Officer Vacancies.** If the office of Chairman should become vacant during the term of office, the Vice-Chairman shall assume the duties of Chairman. Should the office of Vice-Chairman become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Board during the election meeting shall be permissible.

**5.5 Authority and Duties of the Chairman and Vice-Chairman.** It shall be the responsibility of the Chairman to preside at all meetings of the Authority, execute documents of behalf of the Authority, ensure that all orders and resolutions of the Board are carried into effect, make appointments to committees, and be the primary liaison between the Board and the Authority Manager. The Vice-Chairman shall perform the duties of the Chairman during the Chairman’s absence. The Presiding Officers of the Authority shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Board, or these Bylaws, and as may be required by law.

**5.6 Authority Manager.** The Authority shall retain a third-party to manage the day-to-day operations of the Authority (the “**Manager**”). The Board shall select the Manager and the Manager shall report to the Board.

**5.6.1 Duties of the Manager.** The Manager shall provide management services for the Authority, including the Board, the Technical Advisory Committee and any other committees formed by the Board. The Manager shall be responsible for coordinating and overseeing the activities of any consultants or contractors engaged by the Authority, including any accountants and legal counsel who shall also report directly to the Board. The Manager shall perform all duties typically performed by the secretary of an organization, including but not limited to, keeping a book of minutes of all meetings of the Board and any committees thereof, ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required

by law, and such other all duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board.

**5.7 Authority Accountant.** The Board shall retain a third-party to manage the accounts of the Authority which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Authority, depositing all moneys as may be designated by the Board, disbursing the funds of the Authority as ordered by the Board, preparing and recommending an annual operating budget to the Board by such date as established by the Board each year for the succeeding calendar year, and performing all other duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board. The Authority's accountant shall work closely with the Manager.

## **ARTICLE VI** **WRITTEN INSTRUMENTS AND CHECKS**

**6.1 Written Instruments.** The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances. The Chairman, and Vice-Chairman in the absence of the Chairman, shall have general authority to execute any contract or execute and deliver any instrument in the name of the Authority, provided such item was properly approved by the Board.

**6.2 Checks.** All checks or demands for money and notes of the Authority shall be signed by two (2) Directors or such other person or persons as the Board of Directors may from time to time designate.

## **ARTICLE VII** **MEETINGS**

**7.1 Regular Meetings.** Regular meetings of the Board shall be held quarterly or at such other regular intervals and at such time and place as determined by the Board. The Board may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Authority.

**7.2 Special Meetings.** Special meetings of the Board for any purpose(s) may be called at any time by the Chairman, by resolution of the Board, or by request of any two Board members then in office.

**7.3 Meeting by Telephone.** Members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located.

**7.4 Notice of Meetings.** Notice to the public of any regular and special meetings of the Board or any meeting of any advisory, policy-making, rulemaking, or formally constituted body of the Authority to which the Authority has delegated a governmental decision-making function shall be posted as required by the Colorado Open Meetings Law. The Board shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Authority notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Board meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to each Director at his or her address as shown on the records of the Authority as soon as reasonably practicable prior to each regular meeting. Notice of special Board meetings shall be given to each Director at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the full Board shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Manager of the Authority.

**7.5 Public Meetings.** All the meetings of the Board, other than executive sessions, 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. The Manager, or such other officer as the Board may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

**7.5.1 Executive Session.** The Board, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chairman shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

**7.6 Informal Meetings.** Informal meetings of the Board at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Board members at which Authority business is to be discussed. Notice of any such meeting shall be given to all Directors at least

seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Board at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Authority at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

**7.7 Conduct of Meetings.** Unless otherwise agreed to by the Board, Robert’s Rules of Order, Revised shall be the parliamentary authority for all meetings of the Board and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert’s Rules of Order, Revised shall not affect the validity of any Board action.

## **ARTICLE VIII** **VOTING**

**8.1 Quorum for the Board.** A quorum must be present at any Board meeting for business transactions to take place and motions to pass. A quorum of the Board shall be a majority of the members of the Board.

**8.2 Weighted Voting.** Douglas County and Jefferson County, acting through its Director shall each be entitled to two (2) votes on any matter coming before the Board. All other Directors shall be entitled to one (1) vote on any matter coming before the Board. Except as otherwise provided herein, and in Section 8.3 below, all actions of the Board for which a vote is required shall be made and decided by a Majority Vote. For purposes of these Bylaws, “**Majority Vote**” shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Board, committee or Members, as applicable. For example, if all five members of the Board are present, then seven (7) votes would be cast and four (4) votes will be needed to pass the item; those votes may come from only the two county members since they are entitled to two votes each. No Board Member shall abstain from voting unless abstention is required by law.

**8.3 Special Voting Requirements.** Any decision of the Board relating to financial matters including, but not limited to, money, expenditures, changes in the fees or dues structure for the Authority, the issuance of debt, the budget or other finances, shall require a Majority Vote and also the affirmative vote of at least three (3) Directors of the Board (a “**Super Majority Vote**”).

**8.4 Disclosures.** Each Director shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any Director or Alternate Director who has a personal or private interest in any matter proposed or pending before the Board after disclosure thereof shall recuse him or herself from the meeting and shall refrain from attempting to influence the decision of the other members of the Board on such matter.

## **ARTICLE IX** **COMMITTEES**

**9.1 Committees.** The Board may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Board or the Chairman may refer to the proper committee any matter affecting the Authority or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Board or any of its members of any legal responsibility.

**9.2 Limitations.** Except in cases where these Bylaws or the Board has by written resolution provided otherwise, the function of any committee is as an advisory body to the Board. No member of any committee, without the prior authorization of the Board or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Authority or the Board in any way or by any means. All such powers are expressly reserved to the Board and the officers of the Authority.

**9.3 Technical Advisory Committee.** The Technical Advisory Committee shall be a standing committee of the Authority which shall report to the Board and shall perform such duties and tasks as the Board shall from time to time direct. To the extent requested by the Board, the Technical Advisory Committee shall consider and report to the Board on all Authority matters of a scientific or technical nature. The Technical Advisory Committee findings and recommendations on these matters shall be forwarded to the Board for full consideration.

**9.3.1 Membership.** All Members in good standing of the Authority may, but are not required to, appoint one (1) representative to be a member of the Technical Advisory Committee. Directors of the Board shall not serve on the Technical Advisory Committee. The representatives of the Member organizations on the Technical Advisory Committee may be elected officials or staff members of the appointing Member and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the members of the committee. Each Member shall provide written notice of the name and contact information of its appointed Technical Advisory Committee member to the Manager of the Authority.

**9.3.1.1 Alternate Technical Advisory Committee Members.** Each Member participating on the Technical Advisory Committee shall be entitled to appoint one (1) alternate representative to serve on the committee in the absence of its primary representative.

**9.3.1.2 Term.** There shall be no restriction on the term of a representative on the Technical Advisory Committee. Each participating Member shall appoint such committee members and alternate representative as such entity sees fit who shall serve until a successor is duly appointed as established by such Members' policies and procedures. Any changes in the Technical Advisory Committee membership shall be communicated promptly to the Manager of the Authority.

**9.3.2 Meetings.** The Technical Advisory Committee may hold meetings on a monthly basis at a time and place to be determined by the Technical Advisory Committee. All meetings of the Technical Advisory Committee shall be posted and shall comply with Article VII of these Bylaws.

**9.3.2 Duties.** The Technical Advisory Committee shall have the authority to develop and submit referral comments on behalf of the Authority on various matters including, but not limited to, those associated with the Water Quality Control Commission Control Regulations. The Technical Advisory Committee is vested with the ability to approve site applications submitted to the Authority.

**9.3.3 Referral Approvals and Appeals.** An approval of a site application, with or without conditions, by the Technical Advisory Committee shall be deemed an approval by the Authority. If any applicant on a referral case, whose case was either denied or approved with conditions, desires to appeal the decision of the Technical Advisory Committee, such party shall make such a request for an appeal to the Board within thirty (30) days of the decision. The Board shall then hear the appeal at the next regular quarterly meeting of the Board. The Board's determination on the appeal shall be the final decision of the Authority.

#### **9.4 Provisions Applicable to All Committees.**

**9.4.1 Committee Membership.** Committee members may include representatives of the Permanent General Jurisdiction Members, W&S Members, Other Members, Ex-Officio Participants, and parties, as determined by the Board. No Director of the Board shall be eligible to serve on the Technical Advisory Committee; however, the Board may appoint a Director or Directors to serve on any other committee or to act as a liaison to any committee, or both, in the Board's discretion. The Board may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Board in its discretion.

**9.4.2 Committee Officers.** Each committee shall select by Majority Vote one of its members to serve as Chairman and one of its members to serve as Vice Chairman. The Chairman of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chairman of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chairman may from time to time delegate. At the request of the Chairman, or in the event of the Chairman's absence or inability to act, the Vice Chairman shall serve as acting Chairman. If the Chairman or Vice-Chairman elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chairman who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

**9.4.3 Committee Meetings.** A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be

present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Board. Rules governing procedures for meetings of any committee shall be as established by the Board, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

**9.4.4 Resignation.** A member of any committee may resign at any time by giving written notice to the Chairman of the committee and to the Manager of the Authority. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

**9.4.5 Vacancies.** Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Board, unless otherwise provided herein.

**9.4.6 Removal.** At any meeting of the Board duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Board.

**ARTICLE X**  
**FUNDING**

**10.1 Funding.** The Authority shall be funded by a dues structure; by fees, rates, and charges for functions, services, or facilities provided by the Authority as determined by the Board from time to time; and by such other funding sources as may be or become available to the Authority.

**10.2 Member Dues.** The Members, including Permanent General Jurisdiction Members, W&S Members, and Other Members shall pay annual dues to the Authority in an amount to be determined annually by the Board. Douglas County, Jefferson County and the Town of Castle Rock shall be the primary funding Members and shall fund the base budget approved for the Authority.

The initial base budget will be \$150,000.00, and will be split by the Permanent General Jurisdiction Members based on the land area within the watershed for such jurisdiction as follows:

|                  |        |             |
|------------------|--------|-------------|
| Jefferson County | 16.1%  | \$24,155.00 |
| Douglas County   | 41.95% | \$62,925.00 |
| Castle Rock      | 41.95% | \$62,925.00 |

The remaining Members will be charged a membership due set annually by the Board. The initial membership dues for W&S and Other Members shall be \$2,000.00 per Member. The Board shall fix the amount of such dues for the ensuing calendar year by no later than July 31 of the then-current calendar year and shall notify all Members thereof. The Members shall have

until October 31 of the then-current calendar year to determine to pay annual dues for the following year to the Authority in the amount fixed by the Board, and the Members shall notify the Manager of the Authority of such determination. The Board shall approve a budget for the ensuing calendar year during the months of November or December, but never later than December 31. The Members shall pay annual dues to the Authority by no later than April 1 of the calendar year for which such dues are required.

**10.3 Fees, Rates, and Charges.** The Board shall fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority, as it deems appropriate from time to time but no more often than annually.

**10.4 Authority to Seek Funds.** To provide for the purposes, powers, and functions of the Authority, the Authority may seek additional funds or funding as may be or become available, including without limitation, moneys from state or federal governments or any political subdivision thereof; grants; legislative appropriations; or legislation authorizing funding of or for the Authority.

**10.5 Bonds.** The Board may authorize issuance of bonds, notes, or other obligations payable solely from the revenues derived from any function, service, system, or facility or the combined functions, services, systems, or facilities of the Authority, or from any other available funds of the Authority, pursuant to the provisions Section 29-1-204.2(7), C.R.S. and applicable law.

## **ARTICLE XI** **PROJECTS**

**11.1 Projects.** The Authority may undertake projects to advance the purpose and goals of the Authority. The Board may consider the amount of a Member's financial or in kind contribution to a project as a factor relevant to its prioritization of projects or its determination to undertake a project or both.

**11.2 Process.** The Board shall approve a project, or conditionally approve a project subject to funding, by resolution. The Board may request financial or in kind contributions from its Members for any project; provided, however, that no Member shall be required to make a financial or in kind contribution to the Authority beyond the amount of the Member's annual dues requirement, and any decision to so contribute shall be in the Member's sole discretion. For projects conditionally approved subject to funding, within forty-five (45) days of the Board's conditional approval of the project, Members must determine whether to contribute to such project and notify the Manager of the Authority of the determination.

For projects funded in whole or in part by Member contributions pursuant to this Section 11.2, the Board may approve, and the Authority and all contributing Members shall execute, a project agreement regarding their participation in the project. The project agreement shall obligate only those Members executing the project agreement, and no other Member shall have rights or obligations with regard to the project.

**ARTICLE XII**  
**MISCELLANEOUS**

**12.1 Amendment.** These Bylaws may be amended or repealed at any regular meeting of the Board or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least fourteen (14) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Board at any duly constituted meeting of the Authority.

**12.2 Severability.** The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

**12.3 Headings.** The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, \_\_\_\_\_, as Chairman of the Chatfield Watershed Authority, hereby certify that attached hereto are the Bylaws of the Chatfield Watershed Authority, which were duly adopted by the Authority on \_\_\_\_\_ and are of full force and effect as of the date hereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chairman



*BCC Report*  
Board of County Commissioners

**Libby Szabo**  
District No. 1  
**Casey Tighe**  
District No. 2  
**Donald Rosier**  
District No. 3

May 31, 2016

Robert Johnson  
22415 Sunset Drive  
Golden, CO 80401

Mr. Johnson:

First, on behalf of Jefferson County, we would like to thank you for your hard work and dedication to the Scientific & Cultural Facilities District (SCFD). Jefferson County thrives because of individuals like you who volunteer on the various boards and commissions.

We would also like to thank all the individuals, groups and organizations who were involved in the efforts to reach agreement on an appropriate funding distribution. As a result of this work, there was overwhelming, and bipartisan, approval of the SCFD legislation by the Colorado House of Representatives and the Senate. The legislation creates substantial shifts in the way the district revenues are distributed which will result in increased funding to all SCFD organizations including medium and small arts, culture and science organizations. Now that the Governor has signed the bill, the funding measure will be on the November ballot for the voters' consideration.

We, as the Board of County Commissioners, support this measure and ask the voters in Jefferson County, and the Denver area, to get out and vote YES this November in support of the SCFD funding renewal measure.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Libby Szabo  
Chairman

Donald Rosier

Casey Tighe

## Jefferson County Leadership Academy Proposal Summary

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### Background

- Based on a request from Commissioner Tighe, Human Resources identified a vendor to partner with to develop and facilitate a Jefferson County Leadership Academy.
- The selected vendor (SkyeTeam) has partnered successfully with several private and public organizations to facilitate similar concepts and has provided for flexibility in order to be a cost effective partner.

### Goals

- To invest in the strength and effectiveness of Jefferson County by developing current and future leaders through the implementation of a comprehensive year long program.
- To facilitate leaders working across departmental barriers and foster interdepartmental relationships.
- To enhance collaboration across organizational barriers.
- To empower future leaders to become catalysts for change and improve Jefferson County's ability to serve their constituents in complex changing environments.
- To continue to support a common "leadership language" throughout the organization.

### Curriculum

- Leadership
- Business Acumen
- Organizational Stewardship
- Functional/Technical Competence
- The curriculum will also include:
  - One-on-one coaching
  - Assessment tools
  - Case Studies
  - Innovation/thinking outside the "county government box"

### Logistics

- Class size (min-max):
  - Minimum of 16 and maximum of 24, with 20 being optimal.
- Frequency:
  - We'll start with running the program once; then determine the number and frequency of launches based on demand and results. Initial thought is to run at least one class each year.
- Time commitment for participants:
  - There will be 6-10 sessions. So a high end estimate per person is about 80-100 hours of commitment for class time plus possible homework assignments.
- Application process:
  - An application for this program will be developed that will have some required questions from the applicant and a sign-off requirement from the department.

### Timeline

- Kick-off at Executive Event on Thursday, Sept. 29th at Fossil Trace – Morag Barrett, CEO of SkyeTeam, to give keynote.
- Informational sessions in October to learn about program.
- Application process in November.
- Applications reviewed and candidates selected in December.
- One session per month starting with the opening ceremony in January and running for 6 to 10 months. The last session will be a graduation ceremony off-site.

### Investment

- Cost for the class: \$51,440
- Possible Additional Costs:
  - Use of offsite locations \$2,250
  - Breakfast/lunch for participants: \$7,200
  - Opening Ceremony and Graduation: \$3,000

## BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

### IGA with City of Golden for Co-location Space May 31, 2016

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

#### ISSUE:

IT is requesting approval of a new Intergovernmental Agreement (IGA) with the City of Golden for their use of co-location space in the Jefferson County Data Center.

#### BACKGROUND:

Previously, the City of Golden and Jefferson County had an IGA in place to swap space in each other's data centers for the storage of back-up tapes. Jefferson County upgraded its technology to use electronic storage so no longer needs space in the City of Golden's data center. The proposed new IGA updates the agreement to reflect this change. It has been reviewed and approved by the County Attorney's office and has been approved by the City of Golden.

#### DISCUSSION:

This new agreement continues the City of Golden's use of space in the Jefferson County Data Center and eliminates language referring to Jefferson County's use of space in the City of Golden's data center.

#### FISCAL IMPACT:

The prior IGA was for a swap of equivalent space in the two data centers. Since Jefferson County is no longer using space in the City of Golden's data center, the proposed update includes an annual fee of \$992 to be paid by the City of Golden.

#### RECOMMENDATIONS:

The Finance & IT Department and IT Services Division recommend approval of the new IGA at a future Hearing.

#### ORIGINATOR:

Holly Bjorklund – Director - Finance & IT Department; x8598; hbjorklu@jeffco.us  
James Smith – Director – IT Services Division; x8042; jfsmith@jeffco.us

#### CONTACTS FOR ADDITIONAL INFORMATION:

Kurtis Behn – Assistant County Attorney; x8923; kbehn@jeffco.us

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement"), dated for reference purposes only this December 8, 2015, is by and between the **City of Golden**, a Colorado home rule municipal corporation (the "City") and the **County of Jefferson**, State of Colorado, a body politic and corporate (the "County").

### RECITALS

- A. The County operates an information technology data center at 3500 Illinois St., Golden, Colorado, 80401 (the "Data Center"), that has excess capacity that can be provided to other parties.
- B. The Data Center has collocation space available in the Data Center, identified as Collocation Cage A (the "Space").
- C. The City would like to use the Space to store disaster recovery alternate location backup tapes ("Tapes") and to install and operate its own data center equipment.
- D. The County is willing to allow the City to use the Space for tape storage and to install and operate equipment under the terms and conditions set forth below.
- E. The parties have previously entered into reciprocal storage agreements for backup tape storage. As the County no longer requires backup tape storage, the parties seek to replace their reciprocal storage arrangement with this Agreement.
- F. Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., the County and the City have the authority to enter into intergovernmental agreements.

### AGREEMENT

NOW, THEREFORE, 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 City agree as follows:

1. **TERMINATION OF PRIOR AGREEMENTS**. The parties' existing Storage Agreements dated May 26, 2010, and May 29, 2012, are terminated as of the date of execution of this Agreement.
2. **GRANT OF LICENSE**. The County hereby grants to the City the right and non-exclusive license ("License") to install and operate certain equipment and store backup tapes in the Space. The License is granted for the License Term and for the Permitted Uses set forth herein.
  - 2.1. **License Term**. The term of the License shall be coextensive with the term of this Agreement (the "License Term").

- 2.2. Equipment. With the exception of equipment provided by the County, the City is responsible for all equipment installed in the Space (the “Equipment”).
- 2.3. Permitted Uses. The City has the right to use the Space solely for the purpose of (i) storage and retrieval of backup tapes relating to disaster recovery, (ii) installation of the Equipment in the Space, (iii) maintenance of the Equipment, (iv) operation of the Equipment, and, (v) removal of the Equipment (collectively, the “Permitted Uses”) in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties in writing, the City shall perform the Permitted Uses at its sole cost and expense.
- 2.4. Prohibited Uses.
- 2.4.1. The City shall not use or allow or permit the use of the Space for any use or purpose other than the Permitted Uses.
- 2.4.2. The City is specifically prohibited from using the Space to provide services to for-profit entities, non-profit entities or the federal government.
- 2.5. Not a Grant of an Interest in Real Property. The City represents, warrants, acknowledges, and agrees that it does not have, has not been granted, and will not own or hold any real property interest in the Space; that the City is a licensee not a tenant or lessee of the Space; and that the City has none of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- 2.6. Relocation of Customer Equipment. Notwithstanding the foregoing, upon 90 days prior written notice or immediately, in the event of an emergency, the County reserves the right to relocate, change or otherwise substitute replacement space for the Space at any time during the License Term hereof, provided that the replacement space is substantially similar in size and configuration to the original Space. In the event the County requires the City to relocate the Equipment, all costs of such relocation shall be borne by the County.
- 2.7. Services. The County agrees to provide the City the following collocation equipment and services during the License Term (the “Services”):
- 2.7.1. Space. One collocation cage isolated by raised floor-to-tile ceiling open-wire case. Three computer equipment racks are provided by the County.
- 2.7.2. Power. A/B side power and NEMA 5-20R Twist Lock whips to three racks with each side providing 110 VAC, 20 Amps will be provided. Additional power or alternate connectors may be made available, at the City’s expense.
- 2.7.3. Connectivity. The City will provide for its own connectivity needs, at its sole expense. The County reserves the right to supervise or reject any third-party network installation effort.
- 2.7.4. Monitoring and Access. A shared video monitoring login of the collocation hallway, commercial power, back-up generator, cooling systems and secured

badge access to the Space are provided consistent with the support provided to the County's Data Center.

2.7.5. Continuity of Services. The County does not promise, represent or warrant that the Services will be uninterrupted, error-free, or completely secure. The County will provide the City with advanced notice for any Service interruptions for scheduled maintenance. In the event the County's network engineers determine the City's Equipment is causing any excessive power loads or poses a threat to Data Center safety and security, the Equipment may be disconnected or shut-down immediately and without warning. In such cases, the County will notify the City of such action in accordance with the Notices provisions provided herein.

2.7.6. No Other Services. Except as provided herein, no other services are provided by the County; the City is responsible for all other services, including but not limited to the installation of all Equipment within the Space.

2.8. Sublicense. The City may grant a sublicense of the License to another governmental entity ("Sublicensee") with prior written approval of the County, subject to the following restrictions:

2.8.1. The Sublicensee must be a governmental entity.

2.8.2. The Sublicensee shall execute and be subject to a sublicensing agreement, with terms no less protective of the County than this Agreement.

2.8.3. The City shall use all reasonable efforts to ensure that the Sublicensee comply with the terms of this Agreement and will inform the County promptly of any known breach or violation.

2.8.4. The Sublicensee shall not have the right to sublicense any rights under this Agreement.

2.8.5. The Sublicensee shall have no rights against the County.

2.8.6. The Sublicensee shall not use the Space to provide services to for-profit entities, non-profit entities, or the federal government.

2.8.7. Sublicensee shall be limited to two representatives with badge access to the Data Center, in accordance with the access provisions in this Agreement. The representatives will be in addition to the City's Representatives as provided in Paragraph 5.1.

### **3. TERM OF AGREEMENT.**

3.1. Initial Term. The initial term ("Initial Term") of this Agreement will commence on the date of full execution of the Agreement (the "Commencement Date") and continue until December 31, 2016, unless earlier terminated by the parties in accordance with this Agreement.

3.2. Renewals. The Agreement will automatically renew for four subsequent periods of one year each (each, a "Renewal Term") unless the City gives written notice of termination

to the County no later than 30 days prior to the termination date of the then-current term, or the Agreement is terminated earlier by the parties in accordance with its terms and provisions Agreement.

#### **4. RULES AND REGULATIONS.**

- 4.1. County Policies. The City agrees to and shall abide by and honor all rules, regulations, policies and procedures with regard to the use of the Equipment Space, Storage Space, Data Center, and Space, including but not limited to the County's Facilities Use Policy and the Data Center Operation Plan, all as amended from time-to-time, copies of which will be provided to the City upon request.
- 4.2. Misuse. The City shall not do or participate in any of the following: (1) misuse or abuse of County property or equipment or third-party equipment, (2) make any unauthorized use of or interfere with any property or equipment of any other County customers, (3) engage in any activity that is in violation of the law or aids or assists in any criminal activity while on County property or in connection with the Data Center or the Services provided herein. If video monitors are used by the City in the collocation cage, the City will provide a means for shielding their view from other collocation customers and County staff.
- 4.3. Clean Space. The City and its Representatives shall keep the Space clean at all times. The City and its Representatives, shall not, except as otherwise agreed to in writing by the other Party store any paper products or other combustible materials of any kind in the Data Center (other than equipment manual), or bring any Prohibited Materials (as defined below) into the Data Center. "Prohibited Materials" shall include, but not be limited to, the following and any similar items:
  - 4.3.1. food and drink;
  - 4.3.2. tobacco products;
  - 4.3.3. explosives and weapons;
  - 4.3.4. hazardous materials;
  - 4.3.5. alcohol, illegal drugs and other intoxicants;
  - 4.3.6. electromagnetic devices which could unreasonably interfere with computer and telecommunications equipment; or
  - 4.3.7. any other item the County deems disruptive and damaging to the Data Center or its operations.

#### **5. ACCESS.**

- 5.1. City Access. The City shall have access to the Space 24 hours a day, 7 days a week. Only those individuals indentified by the City in writing on a separately provided Badge Access Form, a copy of which is attached hereto as Exhibit A (the "Representatives"), will be permitted to access the Data Center. The City shall deliver at least 48 hours prior

written notice to the County of any changes in the list of Representatives to the following email address: ITSDataCenterOps@jeffco.us.

The County will provide the City with badge access to the Data Center for up to seven Representatives. Badges will permit access to the south door of the Laramie Building, the basement hallway, the collocation hallway, the City's collocation cage and the Space. The badges shall not be transferrable and will grant to the Representatives 24 hour a day, 7 day a week-access to the Data Center. All other Representatives listed on the Customer Access Form shall be provided escorted access to the Data Center at anytime during the County's regular hours of operation, holidays, Saturdays and Sundays excluded. The Representatives shall be required to display badges at all times while working in the Data Center. The City and its Representatives shall not allow any unauthorized persons to have access to or enter the Data Center.

The County does not guarantee the security of the Equipment or of its Data Center. The County will assist in security breach detection and identification, but shall not be liable for any inability, failure or mistake in doing so. Lost badges must be reported immediately: Jefferson County Chief Information Officer (303-271-8042). Badges must be returned to the issuing Party upon termination of this Agreement.

5.2. County Access. The County retains the right to access the Space at any time to perform maintenance and repairs, to inspect the Equipment, and to perform the Services provided in this Agreement.

## 6. COMPENSATION.

6.1. Annual Fees. There shall be no fee for the Initial Term. Thereafter, the City agrees to pay the County an annual fee of \$992 for any Renewal Term, in return for use of the Space and the License granted in this Agreement. The County may modify the fee for subsequent Renewal Terms by providing written notice to the City no later than 60 days prior to the commencement of any Renewal Term.

6.2. Other Fees. The City shall pay all other fees as required under this Agreement or as mutually agreed upon by the County and the City for additional Services provided by the County, and as invoiced from time-to-time.

6.3. Payments.

6.3.1. Due Date. All Annual Fees will be due on January 1st of the then-current term. All Other Fees will be due within 30 days after the date of invoice.

6.3.2. Late Payments. If the City for any reason fails to pay any of the fees under this Section within 30 days of due date, the City will be assessed an administrative charge in an amount equal to five percent of the overdue payment. The City's obligation to pay the fees, and any administrative charges, shall survive the expiration or earlier termination of this Agreement. The County may suspend any or all Services to the City if payment for any Service is overdue.

6.4. Non-appropriation. The payment of the City's obligations in fiscal years subsequent to the current year are contingent upon annual appropriation of funds for this Agreement by its City Council. If funds for this Agreement are not appropriated and budgeted in any subsequent year, this Agreement shall terminate.

## 7. TERMINATION.

7.1. Termination by Either Party. Either party may terminate this Agreement at any time by giving the other party written notice no later than 90 days prior to such termination.

7.2. Termination by County.

7.2.1. Default. The County may terminate this Agreement upon the occurrence of an Event of Default as more particularly described in Section 8 below.

7.2.2. Interference or Threat to Safety. The City shall ensure that the installation and operation of the Equipment does not interfere electrically, or in any other manner whatsoever, with the equipment or operations of County or with any other customer in the County's Data Center. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if:

7.2.2.1. The installation or operation of the Equipment is reasonably determined by the County to interfere with any other communications systems or equipment;

7.2.2.2. The City's Equipment poses an immediate threat to the safety of the County's Data Center employees or those of any other customer, or to the public at such location;

7.2.2.3. The City's Equipment interferes with the performance of the County's service obligations, or use by other parties of their fiber, Ethernet, or other facilities; or

7.2.2.4. The City's Equipment poses an immediate threat to the physical integrity of the County's Data Center or equipment, or the equipment of other customers,

then, the City shall upon the County's request (which may be telephonic) as soon as possible, but in no event later than 24 hours, at the City's expense, eliminate or remedy such interference or other improper activity. In the event of an emergency or if the City fails to take such other actions required by the foregoing sentence, the County may perform such actions on behalf of the City, or relocate the Equipment Space, the Equipment and/or the installations, without incurring any liability thereby, and the City shall reimburse the County for any costs incurred in connection therewith. In addition, the County may immediately shut-down Services as provided in Section 1.6.5 above.

7.2.3. If the County reasonably determines that such interferences cannot be rectified, the County may at its option after written notice to the City, terminate the Agreement immediately, whereupon the County may remove all of the Equipment and other property of the City in the Data Center, at the City's sole cost and expense.

7.3. Effect on License. Termination of this Agreement for any reason will terminate the License simultaneously.

8. **SURRENDER OF THE SPACE**. Upon expiration or earlier termination of this Agreement, the City shall, at its sole cost and expense, remove all Equipment and Tapes installed or stored by it and restore the Space to the same or as good condition as existed as when the City first installed the Equipment or stored the Tapes, reasonable wear and tear excepted. If the City fails to remove the Equipment and Tapes within ten days after the expiration or termination, the County may, without notice or demand and in addition to any other rights or remedies available at law or equity, enter into the Space and take possession of the same, all at the City's expense, and the County shall not be responsible for the care and safekeeping of any property removed. The City expressly waives any and all claims for loss, destruction, damage or injury, which may be occasioned by any of the aforesaid acts. Any Equipment or Tapes so removed will be returned to the City upon payment in full of all storage costs, shipping costs and charges. The obligations under this section shall survive the termination or expiration of this Agreement.

9. **DEFAULT**. An Event of Default shall occur when:

9.1. The City fails to make any payment required under this Agreement when it shall become due and payable, if such failure continues for a period of 10 days after written notice thereof from the County;

9.2. The City vacates or abandons the Space; or

9.3. Either party fails to perform any obligation or covenant set forth in this Agreement and the same is not cured within 30 business days following receipt of written notice thereof.

Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement upon not less than three business days' written notice to the defaulting Party.

10. **ALTERATIONS**. The City may not make any improvements or modifications to any part of the Space or the Data Center.

11. **DESTRUCTION OF PREMISES**. In the event the Space is damaged or destroyed by fire or other casualty to the extent that the Space is rendered substantially unusable for the purposes of the Agreement, the County may at its option either (i) restore the Space with all due diligence, or (ii) terminate this Agreement by written notice to the City.

12. **LIMITATION OF LIABILITY**. THE CITY AGREES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTIONS OF BUSINESS OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL

DAMAGES OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF THE COUNTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COUNTY SHALL NOT BE LIABLE FOR ANY OTHER TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICE INTERRUPTION. THE CITY AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ASSUME ALL RISK, INCLUDING, WITHOUT LIMITATION, FALLS AND ELECTRIC SHOCKS, AND RELEASES THE COUNTY AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO PERSON AND/OR PROPERTY.

13. **DISCLAIMER OF WARRANTY.** Upon execution and delivery of the Agreement, the City accepts the Space on an “as is where-is” basis. Except as otherwise specified in this Agreement, the County makes no representations or warranties, express or implied, as to the condition of the Space or the Data Center and specifically disclaims any and all express or implied representations or warranties including without limitation any warranties of merchantability or fitness for a particular purpose.
14. **FORCE MAJEURE.** Neither Party to this Agreement will be in violation of the Agreement if the failure to perform the obligations is due to an event beyond such Party’s control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other event of a magnitude or type for which precautions are not generally taken in the industry.
15. **ATTORNEYS’ FEES.** If any legal or administrative action or proceeding is brought by either Party against the other Party to enforce or interpret any term or provision of this Agreement, the prevailing Party in said action or proceeding shall be entitled to recover from the Party not prevailing its reasonable attorneys’ fees and costs incurred in connection with the prosecution or defense of such action or proceeding. The foregoing includes, without limitation, attorneys’ fees and costs of investigation incurred in appellate and remand proceedings, or costs incurred in establishing the right to indemnification.
16. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
17. **RELATIONSHIP OF THE PARTIES.** The Parties agree that their relationship hereunder is in the nature of independent contractors. Neither Party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other’s behalf. Each Party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other Party. Neither Party shall have any authority to make any agreements or representations on the other’s behalf without the other’s written consent.

18. **AMENDMENT.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided, this Agreement may not be modified or amended except by written agreement of the parties; provided, however, the County may amend and update its Acceptable Use Policy, Data Center Operation Plan and Facilities Use Policy from time to time without amendment to this Agreement or consent of the City to such changes.

19. **INSURANCE.**

19.1. **County's Insurance.** The County shall maintain insurance with respect to the Space against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage endorsement.

19.2. **City's Insurance.** The City and its authorized sublicensees shall maintain such insurance as will protect it from claims which may arise out of or result from its operations and use under this Agreement, whether such operations or use be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

20. **RELEASE.** The City shall, to the extent permitted by law, release the County and its officers, agents and employees from and against any and all losses and claims for damages in tort, contract, or otherwise (collectively, "Claims") arising from or in connection with: (i) the City's use of the Space, (ii) any occurrence in, upon or at the Space caused by the City or its employees, agents, or contractors, and (iii) by the City's default under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

21. **ASSIGNMENT.** This Agreement and the rights granted herein are voidable by the County if assigned.

22. **DISCLAIMER.** The City acknowledges that the County has made no warranties or representations regarding the fitness or suitability of any County property and the City shall accept the Space AS IS. The City acknowledges that the County has made no warranties or representations that the City shall be provided uninterrupted service. **The County specifically disclaims any implied warranty of merchantability and any implied warranty of fitness for a particular purpose.**

23. **NOTICES.**

23.1. "Key Notices" under this Agreement are notices regarding any renewals, default, contractual dispute, termination of the Agreement, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in

subsection (a)(ii) or (a)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

|  |  |
|--|--|
| <u>The County:</u><br>Director, Division of Information<br>Technology<br>3500 Illinois Ave, Suite 2500<br>Golden, Colorado 80401<br>E-Mail: <a href="mailto:jfsmith@jeffco.us">jfsmith@jeffco.us</a> | <u>with a copy to:</u><br>Jefferson County Attorney<br>100 Jefferson County Parkway, Suite<br>5500<br>Golden, Colorado 80419<br>E-Mail: <a href="mailto:CAOContracts@jeffco.us">CAOContracts@jeffco.us</a> |
|--|--|

|  |   |
|--|---|
| <u>The City:</u><br>IT Manager<br>City of Golden<br>911 10 <sup>th</sup> Street<br>Golden CO 80401<br>E-Mail: <a href="mailto:kdickson@cityofgolden.net">kdickson@cityofgolden.net</a> | <u>with a copy to:</u><br>Mr. David S. Williamson<br>Williamson & Hayashi, L.L.C.<br>1650 38 <sup>th</sup> Street, Suite 103W<br>Boulder CO 80301<br>E-Mail: <a href="mailto:dwilliamson@wandhlaw.com">dwilliamson@wandhlaw.com</a> |
|--|---|

- 23.2. Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

## **24. MISCELLANEOUS PROVISIONS.**

- 24.1. Confidentiality. The County and the City, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law.
- 24.2. Compliance with the Laws. Each Party shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or Equipment used and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

24.3. Governmental Immunities.

24.3.1. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

24.3.2. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

24.4. Survival Clause. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement, which may require continued performance or continue beyond the termination date of this Agreement shall survive such termination date and be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.

24.5. Authorization. The parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each of the parties have been authorized to do so.

24.6. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

24.7. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24.8. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

24.9. No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

24.10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado without regard to any conflict of laws doctrine. The City and the County agree that any dispute, action or proceeding arising out of this Agreement shall be subject to the venue and jurisdiction of the District Court of Jefferson County, Colorado.

- 24.11. Officials Not to Benefit. No member of the City or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.
- 24.12. Waiver. No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.
- 24.13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 24.14. Recitals. The paragraphs contained in the section entitled "Recitals," above, are a material and integral part of this Agreement.
- 24.15. Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF JEFFERSON  
STATE OF COLORADO

By: \_\_\_\_\_

Chairperson, Board of County Commissioners

STATE OF COLORADO )

) ss.

COUNTY OF JEFFERSON )

This Intergovernmental Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Chairperson of the Board of County Commissioners.

WITNESS my hand and official seal.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kurtis D. Behn  
Assistant County Attorney



CITY OF GOLDEN  
STATE OF COLORADO

By: *Jason Slowinski*  
Name: Jason Slowinski  
Title: City Manager

ATTEST:

*Susan M. Brooks*  
Susan Brooks, MMC, City Clerk

APPROVED AS TO FORM:

*[Signature]*  
City Attorney



This Intergovernmental Agreement was acknowledged before me this 27<sup>th</sup> day of April, 2016 by Jason Slowinski, the Golden City Manager.

WITNESS my hand and official seal.

My Commission Expires: Oct 6, 2017

*Susan M. Brooks*  
Notary Public

**SUSAN M BROOKS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 19894013126  
MY COMMISSION EXPIRES OCTOBER 06, 2017

**Exhibit A**  
**IT Services Badge Access Form**

[see attached]



**Jefferson County Human Resources**

100 Jefferson County Parkway, Suite 4530

Golden, Colorado 80419

(Phone) 303-271-8400

(Fax) 303-271-8429

**Jefferson County Badge Access Form  
FINANCE AND IT  
INFORMATION TECHNOLOGY (IT) SERVICES**

Transfer Division/Department       Employment Status Change (Part-time to Full-time)

|                          |                    |
|--------------------------|--------------------|
| Employee Name:           | Employee ID#:      |
| Department:              | Employee Phone #:  |
| Division:                | Email Address:     |
| Sup. Name/Ext:           | Job Title:         |
| Authorized Signature:    | Building Location: |
| Authorized Printed Name: | Suite #:           |
| Employee Signature:      | Hire Date: / /     |
|                          | Today's Date: / /  |

Replacement       Lost/Stolen (\$10 charge) \*       Broken

Old Badge Number \_\_\_\_\_

New Badge Number \_\_\_\_\_

|  |  |
|--|--|
| <input type="checkbox"/> IT – APEX ROOM SPECIAL CLEARANCE<br>- Apex Room - Reader #1-2-2 (01-LAB)    | <input type="checkbox"/> IT – CUSTOMER SERVICE PERSONNEL<br>- Misc. doors in 01CAB, 01LAB, 01HSB, 01OSB  |
| <input type="checkbox"/> IT – ARCHIVES DELIVERY STAFF<br>- Misc. doors in 01LAB, 01DAB, 01CAB        | <input type="checkbox"/> IT- DATA CENTER AND CO-LO<br>-Data Center and ALL CO-LO cages   |
| <input type="checkbox"/> IT – ARCHIVES PERSONNEL<br>- Archives Storage in LAB Lower Level            | <input type="checkbox"/> IT-DATA CENTER PERSONNEL<br>- Data Center, Network Closet - Reader #1-2-3 (01-LAB)                                    |
| <input type="checkbox"/> IT – CO-LO A PERSONNEL<br>- 01LAB access @ south doors, CO-LO A access only | <input type="checkbox"/> IT – IT PERSONNEL – 53SSC<br>- Data Closet at 53SSC Only  |
| <input type="checkbox"/> IT – CO-LO B PERSONNEL<br>- 01LAB access @ south doors, CO-LO B access only | <input type="checkbox"/> IT – SERVICES PERSONNEL<br>- 01LAB, IT Suites 2100, 2300, 2500, 2550  |
| <input type="checkbox"/> IT – CO-LO C PERSONNEL<br>-01LAB access @ south doors, CO-LO A access only  | <input type="checkbox"/> IT – SPECIAL FOR COOKIE<br>- Misc. doors in 01HSB, 01LAB related to Human Services                                    |
| <input type="checkbox"/> IT – CO-LO D PERSONNEL<br>- 01LAB access @ south doors, CO-LO A access only | <input type="checkbox"/> IT-TELECOM/NETWORK PERSONNEL MASTER<br>- Misc. doors in 01CAB, 01DAB, 01LAB, 01HSB, 01OSB, 03CSC, 05ESC, 18HCA, 54SHS |
| <input type="checkbox"/> IT – COURTS<br>- 2E Computer Room, Comm Room behind Post 1 (01-CAB)         | <input type="checkbox"/> IT – TRAINING ROOM<br>- IT Training Room - Reader #6-1-1 (01-LAB)   |

*\*Lost/Stolen Badges need to be reported to Facilities and Construction Management immediately.*

***\*\*Request for access to areas other than your own will necessitate another form signed by that director. \*\****