

## **TUESDAY STAFF BRIEFINGS November 15, 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 of County Commissioners (BCC), 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. Public Trustee Update<br>(5 minutes) No attachments   | Margaret Chapman<br>Cathy Bortles      |
| 2. Amend the Retirement Benefit Plan Offerings for all<br>Participants (15 minutes)            | Jennifer Fairweather                   |
| 3. Human Services Update<br>(30 minutes)   | Lynn Johnson, Kat<br>Douglas           |
| 4. Sheriff Office Supplemental Request - Hail Damage Claims<br>(5 minutes)                     | Chief Gard                             |
| 5. Deputy County Manager Update<br>(45 minutes)  | Kate Newman, Mark Danner<br>Buck Benke |
| 6. Farm Credit Council Services, Inc. Contract Renewal<br>(15 minutes)                         | Mary O'Neil, Scott Holtzer             |
| 7. 2016 Budget 3rd Quarter and Year End Supplemental<br>(30 minutes)                           | Mary O'Neil                            |
| 8. First Amendment to Contract - T-Bone Construction, Inc.<br>(15 minutes)                     | Jeanie Rossillon, Brian<br>Johnson     |
| 9. Sale of County Aircraft Hangar and Execute a Ground Lease<br>with JETTECH, Inc. (5 minutes) | Jeanie Rossillon, Brian<br>Johnson     |

### **County Commissioners' Report**

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

### **County Attorney's Report**

### **Executive Session**

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- JETTECH, Inc. Aircraft Hangar - Direction to Negotiators C.R.S 24-6-402(4)(e)  
(15 minutes)
- JETTECH, Inc. Ground Lease - Direction to Negotiators C.R.S 24-6-402(4)(e)  
(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.

## **BOARD OF COUNTY COMMISSIONERS' (BCC) SCHEDULE**

<b><u>Time*</u></b>	<b><u>Topic*</u></b>
	<b><u>Monday, November 14, 2016</u></b> NO TOPICS SCHEDULED TO DATE
	<b><u>Tuesday, November 15, 2016</u></b>
7:25 a.m.	Board of Health Meeting 100 Jefferson County Parkway, BCC Board Room, Golden
8:00 a.m.	Public Comment and Public Hearings Jefferson County Courts & Administration Building 100 Jefferson County Parkway, Hearing Room One
Immediately following Public Hearings	Staff Briefings Jefferson County Courts & Administration Building 100 Jefferson County Parkway, BCC Board Room
Immediately following Staff Briefings	Ralph Schell Jefferson County Courts & Administration Building 100 Jefferson County Parkway, BCC Board Room
4:30 p.m.	WestConnect PEL Study Rocky Mountain Metro Airport, 11755 Airport Way, Broomfield, Mt. Evans Room
	<b><u>Wednesday, November 16, 2016</u></b>
12:00 p.m.	Jefferson County Economic Development Corporation Board of Directors Meeting NREL Education Center, 15013 Denver West Parkway, Golden
4:30 p.m.	WestConnect PEL Study Ken Caryl Ranch House, Bradford Room 7676 S. Continental Divide Rd, Littleton
	<b><u>Thursday, November 17, 2016</u></b>
7:30 a.m.	15 <sup>th</sup> Annual Celebrate Women Breakfast 1717 Denver West Blvd., Denver Marriott West, Golden
9:00 a.m.	The Power of Partnership Plus Jefferson County Human Services Building 900 Jefferson County Parkway, Golden, Cafeteria
4:30 p.m.	WestConnect PEL Study Golden Community Center 1470 10th Street, Golden, Coal Creek & Clear Creek Rooms
	<b><u>Friday, November 18, 2016</u></b> NO TOPICS SCHEDULED TO DATE

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

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Amend the Retirement Benefit Plan Offerings for all Participants**  
**November 15, 2016**

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

**ISSUE:** Does the BCC wish to amend the employee retirement benefit plan offerings for 2017 to include a match for the 457 plans and approving changes in the loan provisions with the CCOERA 401(a) and 457 plans?

**BACKGROUND:** Employees have requested the opportunity for flexibility in their retirement and deferred compensation elections. Additionally, there have been administrative and compliance issues resulting from the frequent refinancing of loans from the retirement accounts. Human Resources recommends the following amendments to the retirement benefits effective in 2017:

1. Allow new participants who are sworn personnel of the Jefferson County Sheriff's Office to select a contribution between 6% and 9% on the CCOERA 401(a) and up to 3% on a 457 plan such that a total county match on all of the CCOERA and Nationwide 457 plans combined does not exceed 9%;

Allow all other new participants to select a contribution between 6% and 8% on the CCOERA 401(a) and up to 2% on a 457 plan such that a total county match on all of the CCOERA and Nationwide 457 plans combined does not exceed 8%;

Allow current sworn participants in the CCOERA 401(a) the opportunity to select up to a 3% contribution and county match on a 457 plan such that a total county match on all of the CCOERA and Nationwide 457 plans combined does not exceed 9%;

Allow all other current participants in the CCOERA 401(a) the opportunity to select up to a 2% contribution and county match on a 457 plan such that a total county match on all of the CCOERA and Nationwide 457 plans combined does not exceed 8%.

2. Limit loan refinances on the CCOERA 401(a) and 457 plans to once every 12 months.

**FISCAL IMPACT:** (estimate to be cost neutral)

**RECOMMENDATIONS:** Staff recommends that the Board of County Commissioners approve the retirement benefit plan offerings as outlined above and authorize the item to be placed on the consent agenda.

**ORIGINATOR:** Tina Wise, Total Compensation Manager x8405

**CONTACTS FOR ADDITIONAL INFORMATION:**

Ralph Schell, County Administrator x8508  
Jennifer Fairweather, Human Resources4 Director x8402  
Tina Wise, Total Compensation Manager x8405  
Holly Bjorklund, Finance and IT Services Director x8597  
Mary O'Neil, Budget and Risk Director, x8570  
Ellen Wakeman, County Attorney, X8965

**BOARD OF COUNTY COMMISSIONERS BRIEFING**

**November 15, 2016**

**EXECUTIVE SUMMARY**

**HUMAN SERVICES DEPARTMENT**

**Human Services**

**FOR DISCUSSION/APPROVAL PRIOR TO FUTURE HEARING**

**1. ISSUE:**

Pre-approval of 2017 agreements for ongoing programs and services within the Human Services Department and authorization for the Chairman of the Board of County Commissioners to sign said agreements.

**RECOMMENDATION:**

**That the Board of County Commissioners pre-approves the 2017 agreements listed on Attachment A, substantially in the amounts specified, and authorizes the Chairman to sign those agreements following approval as to form by the County Attorney's Office.**

**Community and Workforce Development Division**

**FOR DISCUSSION/APPROVAL PRIOR TO FUTURE HEARING**

**2. ISSUE:**

Update on the One Stop Operator requirements in the Workforce Innovation and Opportunity Act and request to begin the procurement process.

**RECOMMENDATION:**

**That the Board of County Commissioners authorizes the Community and Workforce Development Director to begin the procurement process utilizing models #1 and/or #2. The Division will work with the County Attorney's Office and Office of Procurement to ensure full compliance with the federal law and regulations.**

# BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

## Human Services Department

### 2017 Pre-Approval of Certain Items for the Department of Human Services

November 15, 2016

For Information

For Discussion/Approval  
prior to Future Hearing

For Approval

#### **ISSUE:**

Pre-approval of 2017 agreements for ongoing programs and services within the Human Services Department and authorization for the Chairman of the Board of County Commissioners to sign said agreements.

#### **BACKGROUND:**

The Department of Human Services enters into approximately 200 agreements annually with various service providers and vendors. To streamline the approval process and ensure that services continue without disruption, the Board of County Commissioners (BCC) has pre-approved contracts that are renewed annually.

**DISCUSSION:** Agreements that are up for renewal in 2017 for all divisions in the Human Services Department are listed in Attachment A.

The BCC has exclusive signature authority for:

- Agreements between the County and the State or Federal government to accept funds to administer various programs.
- Agreements that involve the sale of real property.
- Agreements that involve leases or rental agreements in excess of \$100,000 and for the duration of over one year.
- Agreements that exceed \$100,000.

#### **FISCAL IMPACT:**

The fiscal impact of the agreements approved by this resolution are specified on Attachment A.

#### **RECOMMENDATION:**

That the Board of County Commissioners pre-approves the 2017 agreements listed on Attachment A, substantially in the amounts specified, and authorizes the Chairman to sign those agreements following approval as to form by the County Attorney's Office.

#### **ORIGINATOR:**

Lynn Johnson, Human Services Department Director (4065)

**ATTACHMENT A**  
**2017**

**Children, Youth & Families**

1. Core Services Plan with Colorado Department of Human Services: Jefferson County receives an annual Core Services allocation upon submittal of a plan to the State Department, which includes both mandated and County-designed programs for children at imminent risk of out-of-home placement, or to facilitate reunification of children with their families. The total cost of this plan is approximately \$4,200,000.00, of which a portion is reimbursed by the State allocation.
2. Chafee Foster Care Independence Plan with Colorado Department of Human Services: Jefferson County receives an annual Chafee Foster Care Independence allocation upon submittal of a plan to the State Department designed to provide emancipation services to adolescents 16 to 21 years of age and housing assistance to adolescents 18 to 21 years of age who have been involved in the foster care system. The State allocation for this plan is approximately \$160,000.00.
3. SIGNAL Behavioral Health, Core Services ADAD Contract: This contract provides a full continuum of substance abuse treatment services for Jefferson County children and parents with alcohol and drug problems and who are involved in the Children, Youth & Families (CYF) system. Contracting with Signal to provide Core Service substance abuse treatment allows for matching Alcohol and Drug Abuse Division (ADAD) funds. The addition of these ADAD funds provides nearly matching funds for treatment services. The total cost of this contract is approximately \$550,000.00 of which the majority will be reimbursed through ADAD funds.
4. Family Tree, Inc. Contract: This contract provides domestic violence consultation services. The total cost of this contract is approximately \$200,000.00.
5. Excelsior Youth Centers, Inc. Contract: This contract provides residential treatment, day treatment, aftercare and community based services for adolescent girls. The total cost of this contract is approximately \$200,000.00.
6. Savio House Contract: This contract provides as needed access and defined services, including in-home behavioral healthcare/treatment services, day treatment and residential treatment for children and adolescents. The total cost of this contract is approximately \$1,500,000.00.
7. Shiloh Home, Inc. Contract: This contract provides residential, day treatment and behavioral healthcare/treatment services, for the mandated program of community based sexual abuse treatment services for children/adolescents and their families. The total cost of this contract is approximately \$900,000.00.

8. Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, dba Addiction Research and Treatment Services (ARTS/SYNERGY) Contract: This contract provides a full continuum of substance abuse treatment services for children, adolescents, and adults including residential treatment for male youth. The total cost of this contract is approximately \$200,000.00.
9. Tennyson Center for Children at Colorado Christian Home Contract: This contract provides residential, day treatment and behavioral healthcare/treatment services for children and adolescents. The total cost of this contract is approximately \$500,000.00
10. Mount St. Vincent Home, Inc. Contract: This contract provides residential, day treatment/therapeutic preschool and behavioral healthcare services to children/youth and their families. The total cost of this contract is approximately \$150,000.00.
11. Parker & Froyd Mental Health Services, P.C. Contract: This contract provides as needed access and defined services, including domestic violence treatment, substance abuse treatment, and psychological evaluations for adults involved with Jefferson County CYF. The total cost of this contract is approximately \$150,000.00.
12. Developmental Disability Consultants, P.C. Contract: This contract provides as needed access and defined services including family preservation programs, psychological and neurological testing, parent/child interaction assessment, and other behavioral healthcare for children/youth and/or families with or without members who have a developmental disability. The total cost of this contract is approximately \$200,000.00.
13. Griffith Center for Children Contract: This contract provides as needed access and defined services including residential treatment, day treatment and behavioral healthcare services for families involved in Jefferson County CYF. The total cost of this contract is approximately \$500,000.00.
14. Jefferson Center for Mental Health Contract: This contract provides mental health services to clients not eligible for Medicaid services, but who require mental health treatment to prevent out-of-home placement or to assist in returning children/youth to home or to less restrictive placements. The total cost of this contract is approximately \$180,000.00.
15. Intervention Contract: This contract provides substance abuse monitoring services for families involved with Jefferson County CYF. The total cost of this contract is approximately \$200,000.00.
16. Third Way Center Inc., Contract: This contract provides as needed access and defined services including residential services, emancipation/transition services and behavioral healthcare services for children/adolescents and their families involved with Jefferson County CYF. The total cost of this contract is approximately \$350,000.00.
17. Maple Star Colorado Contract: This contract provides behavioral healthcare and home study services to meet the needs of children and youth with mental illnesses; those with

emotional disturbances so severe that they are at imminent risk of out-of-home placement. The total cost of this contract is approximately \$750,000.00.

18. Creative Treatment Options, Inc. Contract: This contract provides as needed and defined Services to CYF involved adults including: substance abuse and domestic violence evaluation and treatment; individual, conjoint, group and family therapy; and a wide variety of psycho-educational groups targeting various issues. The total cost of this contract is approximately \$200,000.00.
19. Devereux Cleo Wallace Contract: This contract provides as needed and defined services to CYF children, adolescents and their families including: day treatment, behavioral healthcare, employment/independent living services. The total cost of this contract is approximately \$600,000.00.
20. Jefferson County Public Health Contract: This intra-county contract provides as needed and defined public health nursing services to children, adolescents and their families involved with CYF. The total cost of this contract is approximately \$300,000.00.
21. Life Support Behavioral Institute, Inc. Contract: This contract provides as needed and defined services to CYF involved children, adolescents, and their families including: behavioral health services; supervised visitation services and outpatient substance abuse treatment services. The total cost of this contract is approximately \$150,000.00.
22. Lifelong Adult Education Services, Inc. Contract: This contract provides behavioral healthcare services to CYF involved children, adolescents, and their families including: individual, conjoint, and family therapy services and psychological assessment/evaluation services. The total cost of this contract is approximately \$150,000.00.
23. State of Colorado Department of Human Services and Board of County Commissioners or other elected governing body of Jefferson County, Colorado: This Memorandum of Understanding (MOU) between Colorado Department of Human Services (CDHS) and Jefferson County explains the County's duties and responsibilities in implementing the Title IV-E Waiver Demonstration Projects. CDHS and the County understand and agree that the services outlined in this MOU are subject to available appropriations by the General Assembly and neither party will be obligated to provide services of assistance if adequate appropriations have not been made. The total amount payable under this MOU is approximately \$1,550,000.00.
24. Intergovernmental agreement between Arapahoe County Department of Human Services, Division of Children, Youth and Family Services; Douglas County Department of Human Services, Division of Child Welfare; and Jefferson County Department of Human Services, Division of Children, Youth and Families: Collaborative Foster Care Program (CFCP): This intergovernmental agreement establishes a partnership among the three counties in an effort to improve and expand foster and foster-to-adopt services to children of the three Counties, who are in need of out-of-home care. Cost N/A.

25. Memorandum of Understanding pursuant to House Bill 04-1451: This Memorandum of Understanding (MOU) authorizes the County Department of Human Services to enter into memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized services and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services. In-kind costs only.
26. Rocky Mountain Microfilm and Imaging LLC Contract: This contract provides document scanning and video transfer services to CYF. The total cost of this contract is approximately \$250,000.00.
27. Senate Bill 15-242 - Child Welfare Staff Funding Allocation: As a component of the Governor's child welfare plan, Keeping Kids Safe and Families Healthy, a Colorado child welfare county workload study was conducted by an independent contractor. The workload study was designed to provide information about the time and resources necessary to provide specific client related child welfare services to achieve desired outcomes. Senate Bill 15-242 – Child Welfare Staff Funding Allocation was passed and allocated funding for 100 new positions statewide. The allocation requires a 10% match for tier one counties (Jefferson). Jefferson County requested fifteen (15) new FTE's, including supervisor positions. If all fifteen (15) positions were funded, the match requirement would not exceed County funds of \$103,597.30. The total amount of this funding would be approximately \$1,035,973.00.
28. Colorado Boys Ranch Foundation: This contract provides in-home/community-based family preservation services, focused on keeping children and families together and avoiding out of home placement, as well as assisting children/youth with transitioning home from out of home placement. The total cost of this contract is approximately \$300,000.00.

### **Community Assistance**

1. State of Colorado Department of Human Services – Colorado Works and Child Care Assistance Programs: This Memorandum of Understanding (MOU) between the Colorado Department of Human Services and Jefferson County fulfills the statutory responsibility for annual performance of the Colorado Works program. The purpose of the MOU is to ensure effective provision of services based on local needs, allowing counties more local control without wavering from the overall goals of both the Colorado Works and Child Care Assistance programs. Services and assistance under this MOU are subject to available appropriations by the Colorado General Assembly and Jefferson County. This MOU involves a revenue amount to Jefferson County of approximately \$9.6 million in Colorado Works State funds and \$5.5 million in CCAP State funds.
2. Discover Goodwill of Southern and Western Colorado (Discover Goodwill): This contract between Colorado Department of Human Services (CDHS) and Discover Goodwill of Southern and Western Colorado (Discover Goodwill). However, Jefferson

County Department of Human Services (JCDHS) will continue to provide outreach. LEAP is a seasonal program that provides low-income citizens with financial assistance for heating and electrical bills from October through April. Jefferson County will receive approximately \$46,184 for Outreach in FFY 2016 – 2017.

3. Colorado Infant and Toddler Quality and Availability Project: This contract provides access to high-quality child care for low-income infants and toddlers. Jefferson County has been awarded a grant in the amount of \$176,774.00 from the Colorado Department of Human Services. Ten percent of these funds will be retained by the County to cover administration of these funds.
4. State of Colorado Single Entry Point (SEP) Contract: This contract allows Human Services to provide case management services for Long Term Care residents of Jefferson County. This contract involves a revenue amount of approximately \$2,508,612.00, funded totally through Federal and State Medicaid funds.
5. Medicaid Processing Incentive Program: The Medicaid Processing Incentive Program provides Jefferson County with an opportunity to earn financial incentives by meeting certain benchmarks. Jefferson County may earn funds up to \$399,401.33 in SYF16-17.
6. Colorado Disability Benefits Support Program: This contract will provide a Disability Benefit Advocate to help customers access Supplemental Security Income/Social Security Disability Insurance benefits. Social Services Block Grant dollars will fund the estimated cost of \$62,072.00 for salary, benefits, cell phone coverage, mileage and administration expenses. This provision will be part of a larger contract that includes comparable services for TANF participants.
7. Work Number Agreement IGA with State of Colorado: The State has contracted with the TALX Corporation, a provider of Equifax Verification Services (“EVS”) to allow TALX to provide employment verification services directly to Colorado counties for a reduced rate that an individual county could not negotiate alone. EVS bills the State for fees incurred by the counties and the State then bills each county individually. This IGA is an authorization by Jefferson County to allow the state to enter in to a contract with TALX on our behalf, and designates a minimum amount that Jefferson County will use the service, for calendar fiscal year 2017 approximately \$155,000. Funds have been budgeted for this expense in the Community Assistance budget.

### **Community & Workforce Development**

1. Clear Creek Office Sub-Lease Amendment: An amendment to Office Sub-Lease dated December 31, 2000, enables the continued lease of space located at 1531 Colorado Boulevard, Idaho Springs, CO to provide mountain residents with workforce and employment-related services. Estimated total cost per month for program year 2017 is approximately \$1,135.01. Funds are available in the budget.

2. State of Colorado Department of Labor & Employment – Grant Agreement for Administration of Workforce Development Programs: This Agreement is the legal contract between the Colorado Department of Labor and Employment and Jefferson County allowing Jefferson County to deliver workforce development programs for the Tri-County workforce region which includes Jefferson, Gilpin, and Clear Creek counties. The approval of this grant agreement is the legal document which allows Jefferson County to provide the services listed in No. 3 below.
3. State of Colorado Department of Labor & Employment – Workforce Investment Plan and Expenditure Authorizations: The Federal Workforce Innovation and Opportunity Act requires the Tri-County workforce region, as the program operator serving Jefferson, Gilpin, and Clear Creek counties, to submit a workforce investment plan outlining the services that will be delivered through Jefferson County for Program Year 2017. Revenue is estimated to be approximately \$5 million in Federal funds for Jefferson County for the Program Year 2017.

In addition, specific workforce activities and expenditures for Program Year 2017 are set out in individual expenditure authorizations. To receive the funds, the County is required to sign individual expenditure authorizations as they become available. The County Manager will sign all expenditure authorizations in excess of \$100,000 for PY2017 and the Director of Human Services will sign all expenditure authorizations equal to or less than \$100,000.00 for PY2017.

4. Express Employment Services: This agreement with Express Employment Services allows JCHS to retain temporary employment services for the Workforce Programs. These services allow employment of job seekers, including youth, in our community through robust internship, work training experience and on the job training programs. The cost of the agreement is up to \$300,000, funded by the Workforce Innovation and Opportunity Act (WIOA) and Wagner-Peyser.

### **Head Start**

1. Michael's of Denver: This contract will enable Head Start to continue to feed each enrolled child in Jefferson County Head Start centers two-thirds of their daily nutritional needs. The 2017 contract amount is for approximately \$234,659. This expenditure is 100% federally funded.
2. Colorado Child and Adult Care Food Program: This agreement allows Jefferson County Head Start to request reimbursement of food expenses. It requires the Chairman of the Board to sign the Certificate and Statement of Authority and Truth of Application form annually. The Colorado Child and Adult Care Food Program (CACFP) reimburses programs with signed contracts for free and reduced lunches. Since Head Start children are at or below the poverty income level, almost all of the children qualify for the free meals through this program. Head Start uses the reimbursements to pay for the majority of the food expenses for the program. Head Start receives approximately \$195,000 in reimbursements from CACFP per year. Without the CACFP contract, Head Start would

be unable to meet the two-thirds nutritional requirements for children as mandated by the Head Start Performance Standards.

### **Justice Services**

1. State of Colorado Department of Public Safety, Division of Criminal Justice Office of Community Corrections: This ongoing five-year contract renewed July 1, 2014, through June 30, 2019, provides State funding to purchase and administer community correctional services as approved by the Jefferson County Community Corrections Board. State allocations supporting this contract are issued annually by the Department of Public Safety and approved by the State Controller. The 2016-17 contract allocation is \$4,139,484. This State revenue is included in the 2017 County budget.
2. Intervention: Concurrent with the terms of the State Community Corrections contract, this five-year agreement procures subcontracted community correctional services for the State First Judicial District. The current subcontract, effective July 1, 2014 through June 30, 2019, specifies a 2016-17 allocation of \$3,929,882 which is an included expenditure in the 2017 County budget.
3. State of Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System: This ongoing, five-year contract effective July 1, 2012, through June 30, 2017, provides State funding to purchase and administer Intensive Supervision Program (ISP) community correctional services. State allocations supporting this contract are issued annually by the Department of Corrections and approved by the State Controller. The total contract value from July 1, 2016 through June 30, 2017, is \$431,000 with a 2016-17 allocation of \$55,500. This State revenue is included in the 2017 County budget.
4. GEO Group, parent company of B.I. Incorporated, concurrent with the terms of the State of Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System contract, this five-year agreement procures Intensive Supervision Program (ISP) Services. State allocations support this contract and are issued on an annual basis by the Colorado Department of Corrections and approved by the State Controller. The total 2016-17 allocation and contract value through June 30, 2017 is \$48,000. This State revenue is included in the 2017 County budget.
5. Intervention: Concurrent with the terms of the State of Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System contract, this five-year agreement procures Intensive Supervision Program (ISP) Services. State allocations support this contract and are issued on an annual basis by the Colorado Department of Corrections and approved by the State Controller. The total 2016-17 allocation and contract value through June 30, 2017 is \$6,390. This State revenue is included in the 2017 County budget.
6. Weld Adolescent Resources, Inc.: State funding provided under Senate Bill 94, through an annual agreement from Weld Adolescent Resources, supports mandated County juvenile residential work program services focused to divert juveniles from incarceration in State facilities. The County SB-94 residential work crew program supervises juvenile

offenders in maintenance work, facility improvements, and trail building benefiting R-1 Schools outdoor labs. The 2016-17 awarded revenue is \$116,365 which is included in the 2017 County budget.

7. Mark S. Loye: County funds are contracted annually for the operation of the Jefferson County Mediation Services program through Mark S. Loye. This program funds Mediation Services' program professional staff coordination and facilitation of the County's extensive team of volunteer mediators. The 2017 contract expenditure is approximately \$265,000.
8. Arapahoe House, Inc.: This annual services agreement is for the detoxification of public inebriates which reduces their alternate placement in the Jefferson County jail. The expected contract amount is approximately \$150,000 which is an included expenditure in the 2017 County budget.
9. Parker Froyd & Associates: Domestic Violence Treatment, Substance Abuse Treatment, and Psychological Evaluations: This contract provides as needed access and defined services, including, but not limited to, domestic violence treatment, anger management, and psychological evaluations for Jefferson County justice-involved clients. The 2017 contract expenditure is approximately \$87,000, which is included in the 2017 County budget.

### **Human Services Administration**

1. Family Tree, Inc.: Family Tree, Inc. provides safety, as well as shelter, support and legal services for victims of domestic violence. It also provides safety, strength and self-reliance to homeless people within the community. Jefferson County is providing approximately \$252,692 in 2017 for the purpose of contracting for these services through its General Fund.
2. Seniors' Resource Center, Inc., (SRC): The Seniors' Resource Center, Inc., provides social and recreational services, medical services, transportation, and homemaker services to the aged in Jefferson County. SRC provides these services from the facility located at 3227 Chase Street, Denver, Colorado. Jefferson County is providing approximately \$780,308 in 2017 for the purpose of contracting for these services to the aged through its General Fund.
3. Jefferson Center for Mental Health (JCMH): Jefferson Center for Mental Health is the MHASA for Jefferson County. JCMH has the "right of first refusal" for this allocation of money. This contract addresses the mental health services for low-income Jefferson County residents. The fees vary according to service provided and clients' ability to pay. Jefferson County is providing approximately \$142,000 in 2017 for the purpose of contracting for these services through its General Fund.
4. The Developmental Disabilities Resource Center: In 2004, the voters approved a property tax mill levy increase of .5 mills to reach a maximum mill levy of 1.0 mills that

is dedicated to providing developmentally disabled services to County residents. Annually, the County contracts to provide developmentally disabled services to residents in the County. The contract designates the Developmental Disabilities Resource Center (DDRC) to provide developmentally disabled services to residents in Jefferson County. The budget for 2017 is approximately \$7,914,908.

5. Express Employment Services: This agreement with Express Employment Services allows JCHS to retain temporary employment services as needed for time-limited projects utilizing temporary employees working less than 29.5 hours per week. The value of the agreement is up to \$400,000. Funds for this purpose are already budgeted.

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Human Services Department**  
**Community and Workforce Development Division**

**Workforce Innovation and Opportunity Act One Stop Operator Procurement**  
**November 15, 2016**

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** Update on the One Stop Operator requirements in the Workforce Innovation and Opportunity Act and request to begin the required procurement process.

**BACKGROUND:** Beginning July 1, 2015, the Workforce Opportunity and Innovation Act (WIOA) replaced the Workforce Investment Act (WIA) and required the competitive procurement of the One Stop Operator for specific functions.

Under WIA, the roles and responsibilities of the One Stop Operator (OSO) fell to the local program operator. Under WIOA, the entity responsible for filling those roles must be competitively procured and be operating for Program Year 2017, beginning on July 1, 2017. Currently, the Colorado Department of Labor and Employment (CDLE) has submitted several potential OSO models/organizational charts to the US Department of Labor (USDOL) for their review and comment. Once reviewed by USDOL, the Chief Elected Official (CEO), in conjunction with the Tri-County Workforce Development Board, must choose a model for their local area and begin the procurement process.

**DISCUSSION:** The Tri-County Workforce Area consists of Jefferson, Clear Creek, and Gilpin counties. The OSO, as defined in 20 CFR 678.620, “[...] must coordinate the service delivery of required one-stop partners and service providers.” Coordination of service delivery for the required one-stop partners is accomplished through a Memorandum of Understanding between the OSO and partners. The OSO may be selected to provide services (WIOA program) but that is not required.

The goal of procuring the OSO is better coordination between partners to ensure the best service delivery for businesses and job-seekers alike. These tasks currently are, and have been, coordinated by the local workforce areas in Colorado and are generally successful. This change in the Federal legislation came about because, in the majority of states, the workforce centers are not housed within a government structure and required more oversight and accountability. These facts contribute to this procurement process in Colorado having an awkward and unnecessary feeling. Currently, the American Job Center does not plan on “bidding” to be the OSO and, as such, can assist in the competitive selection process.

Attached are the models/organizational charts the CDLE submitted to USDOL for review to ensure adequate firewalls and accountability for the selected OSO. The models show who the OSO would report to as well as the “firewalls” to ensure the competitive selection process does not have any conflict of interest. What follows is a brief description of each model.

- Model 1: In this model, the competitively procured OSO would be another department (outside of Human Services) within the County.
- Model 1a: In this model, the competitively procured OSO would be another division within Human Services.
- Model 2: The competitively procured OSO would be an outside (of the County) contractor.
- Model 3: This is the “Denver Model” and shows how the City and County of Denver competitively procures the OSO and service provider.
- Model 4: This is the “Rural Consortium Model” that CDLE would like to use for the Rural Consortium.
- Model 5: This is the “Arapahoe/Douglas Model” and is specific to that local area’s governmental structure.

During the October 4, 2016 meeting, the Tri-County Workforce Development Board was briefed on this situation and their role in assisting the BCC/CEO with selecting the OSO. Below is the relevant section from the Minutes of that meeting:

**5. One-Stop Operator Models**

- a. Under WIOA regulations has to be competitively procured
- b. CDLE has proposed six potential models; US Department of Labor is reviewing these models for compliance with WIOA; these models were presented to the Board
- c. The Board discussed the models and weighed the various changes each would make to the workforce system and the resulting impact on the job seekers and business community
- d. After careful consideration and discussion, the Board is recommending three potential models to the Jefferson County Board of County Commissioners (BCC) for adoption:
  - i. Member Lieder motioned to recommend to the BCC the model which minimizes the impact on the current workforce system in the Tri-County area. The “least impact” models are those in which the One Stop Operator (OSO) only coordinates the required Memorandums of Understanding and does not include procuring program service delivery. Therefore, the Tri-County Workforce Development Board recommends that the Jefferson County BCC choose models #1, #1a, or #2.
    1. **Vote:** Unanimous approval
      - a. Member Dowling abstained

Community and Workforce Development staff recommend models #1 or #2. Model #1a does not appear to meet the regulatory OSO requirements within the current structure of the County and could be more difficult to implement with the necessary fire walls for the procurement process.

Attached is also a copy of the model narratives describing each model and questions that were submitted to USDOL for review and comment.

**FISCAL IMPACT:** All funds are 100% federal, allocations were reduced this program year but future impacts have yet to be determined. A portion of WIOA funds would be used to pay the competitively selected OSO currently estimated to be approximately \$25,000 annually.

**RECOMMENDATION:** That the Board of County Commissioners authorize the Community and Workforce Development Director to begin the procurement process utilizing models #1 and/or #2. The Division will work with the County Attorney’s Office and Office of Procurement to ensure full compliance with the federal law and regulations.

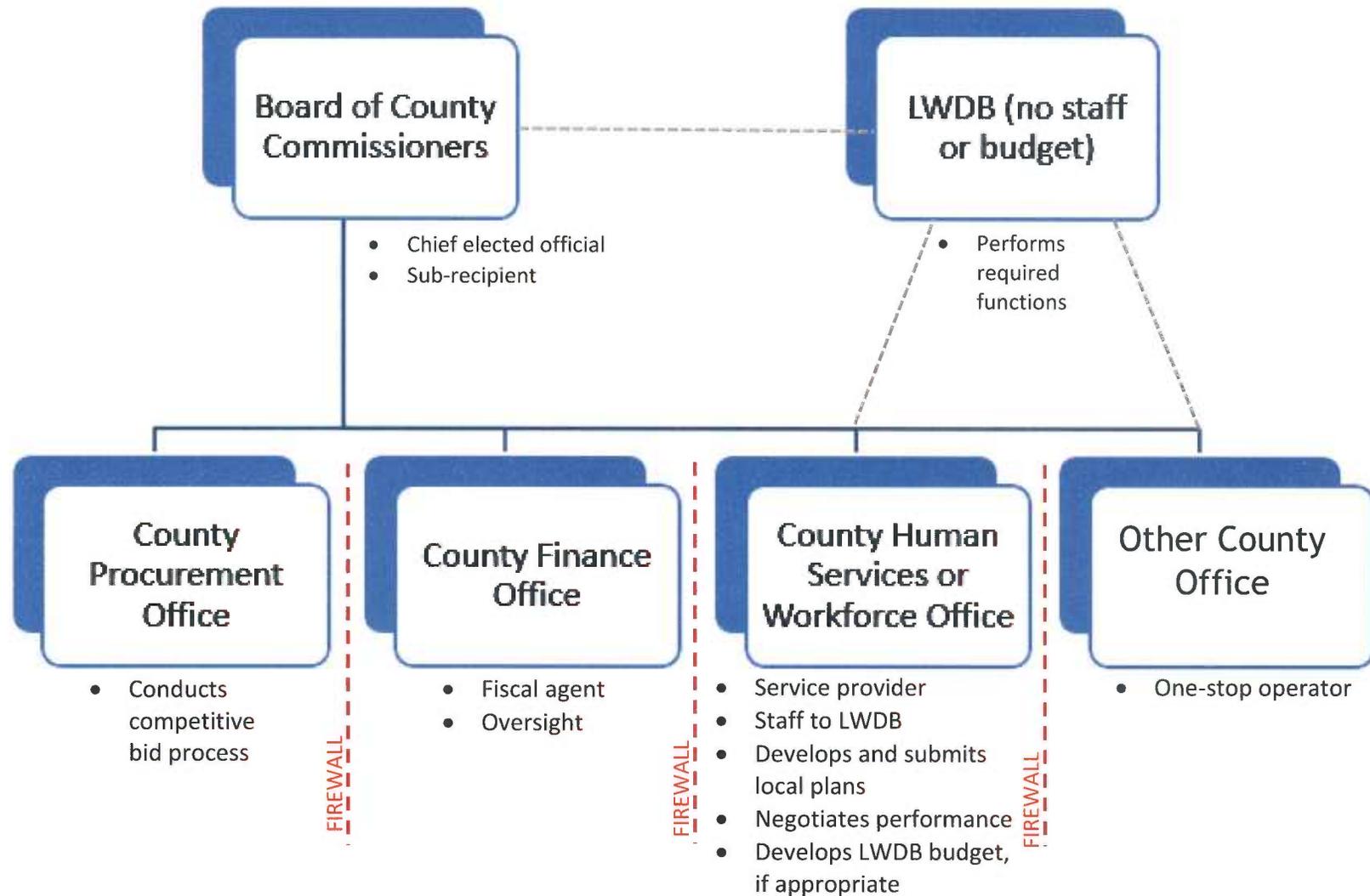
**ORIGINATOR:** Lynn Johnson, Human Services Department Director (x 4002)

**CONTACT:** Kat Douglas, Community and Workforce Development Division Director (x 8372)

**ATTACHMENT:** One Stop Operator Submitted Models  
One Stop Operator Model Narratives and Questions for USDOL

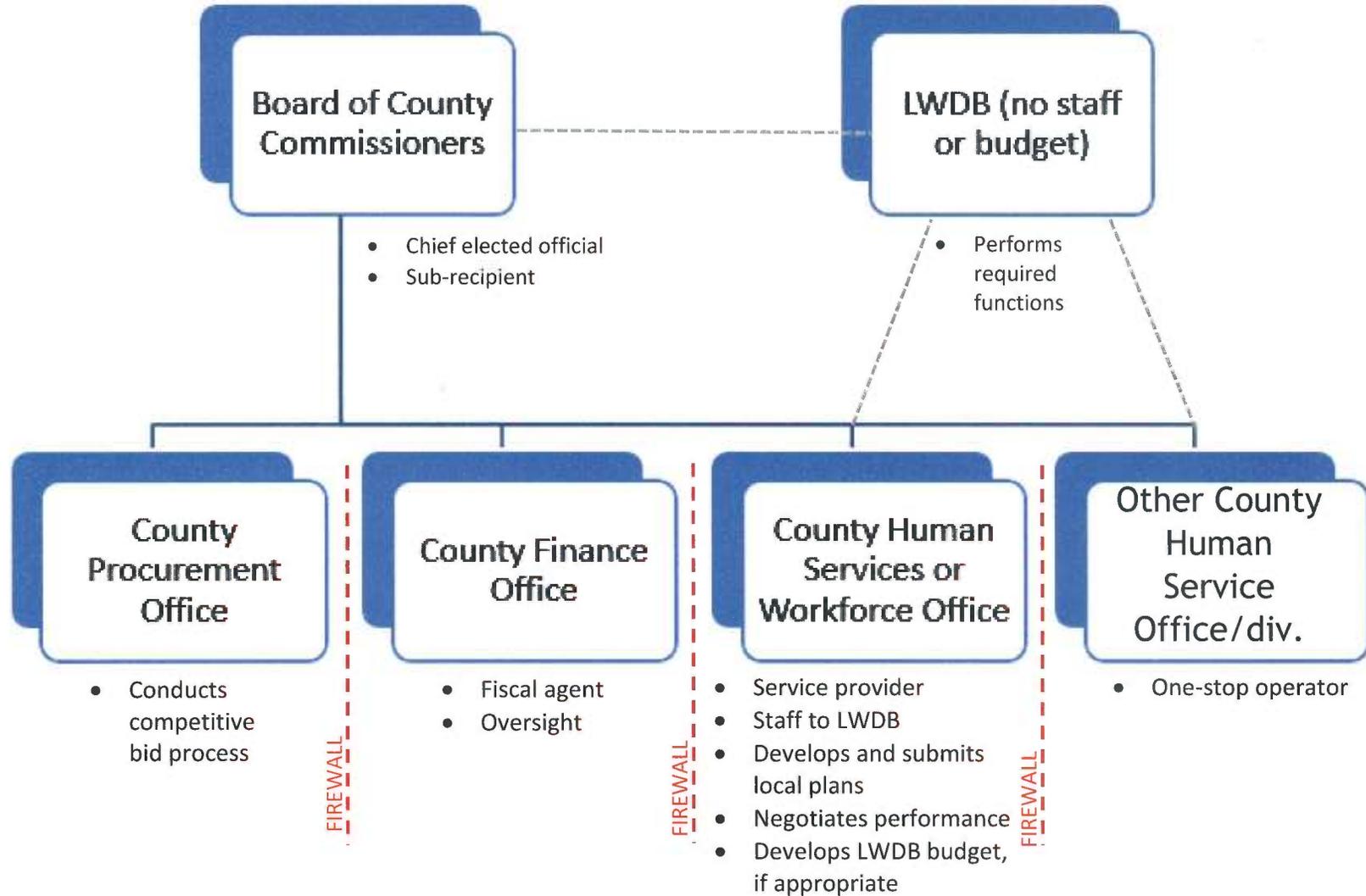
# COLORADO ONE-STOP OPERATOR MODEL #1

- One-stop operator is internal to sub-recipient
- Role: coordinates partner services only



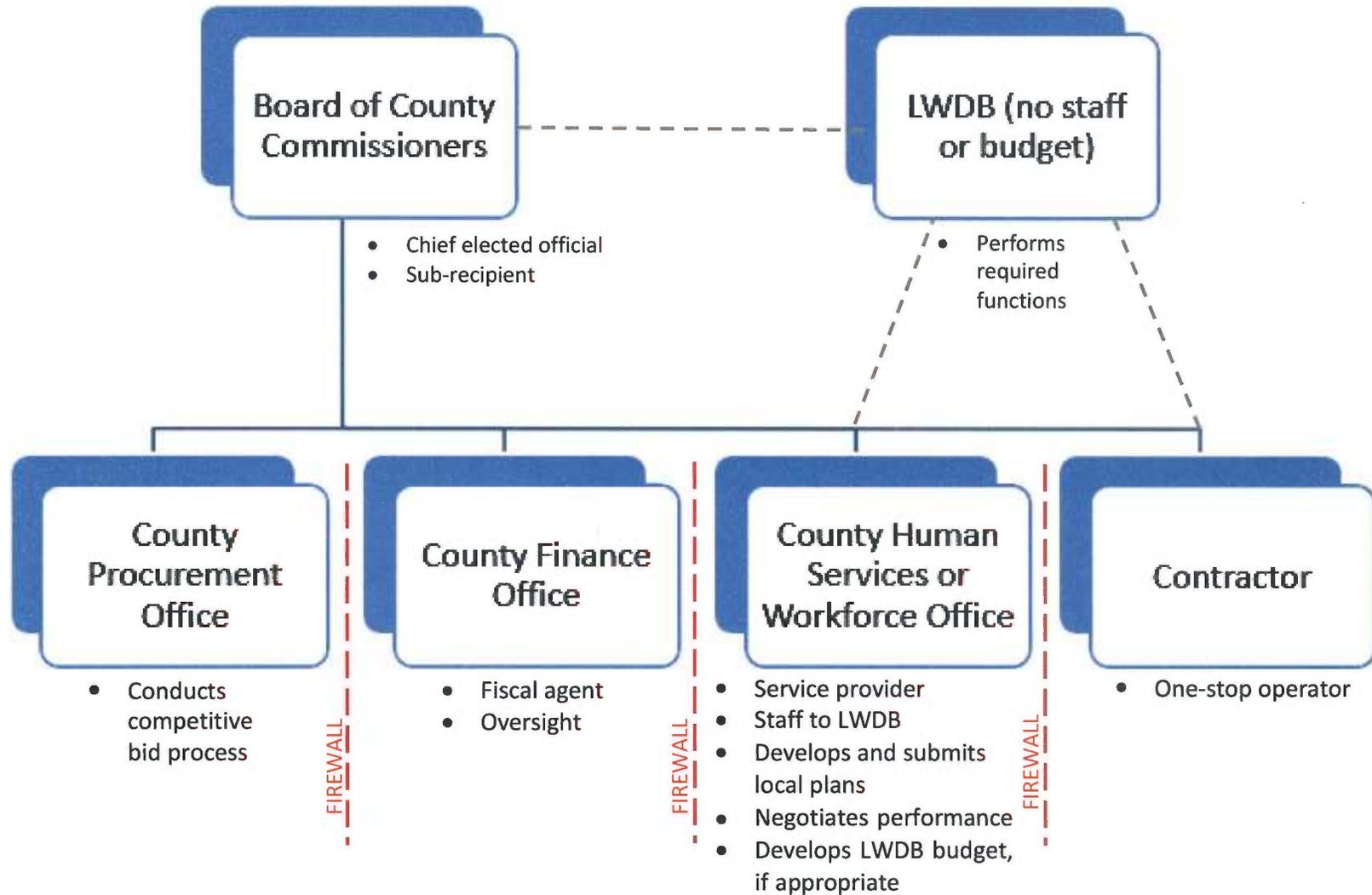
# COLORADO ONE-STOP OPERATOR MODEL #1A

- One-stop operator is internal to sub-recipient
- Role: coordinates partner services only



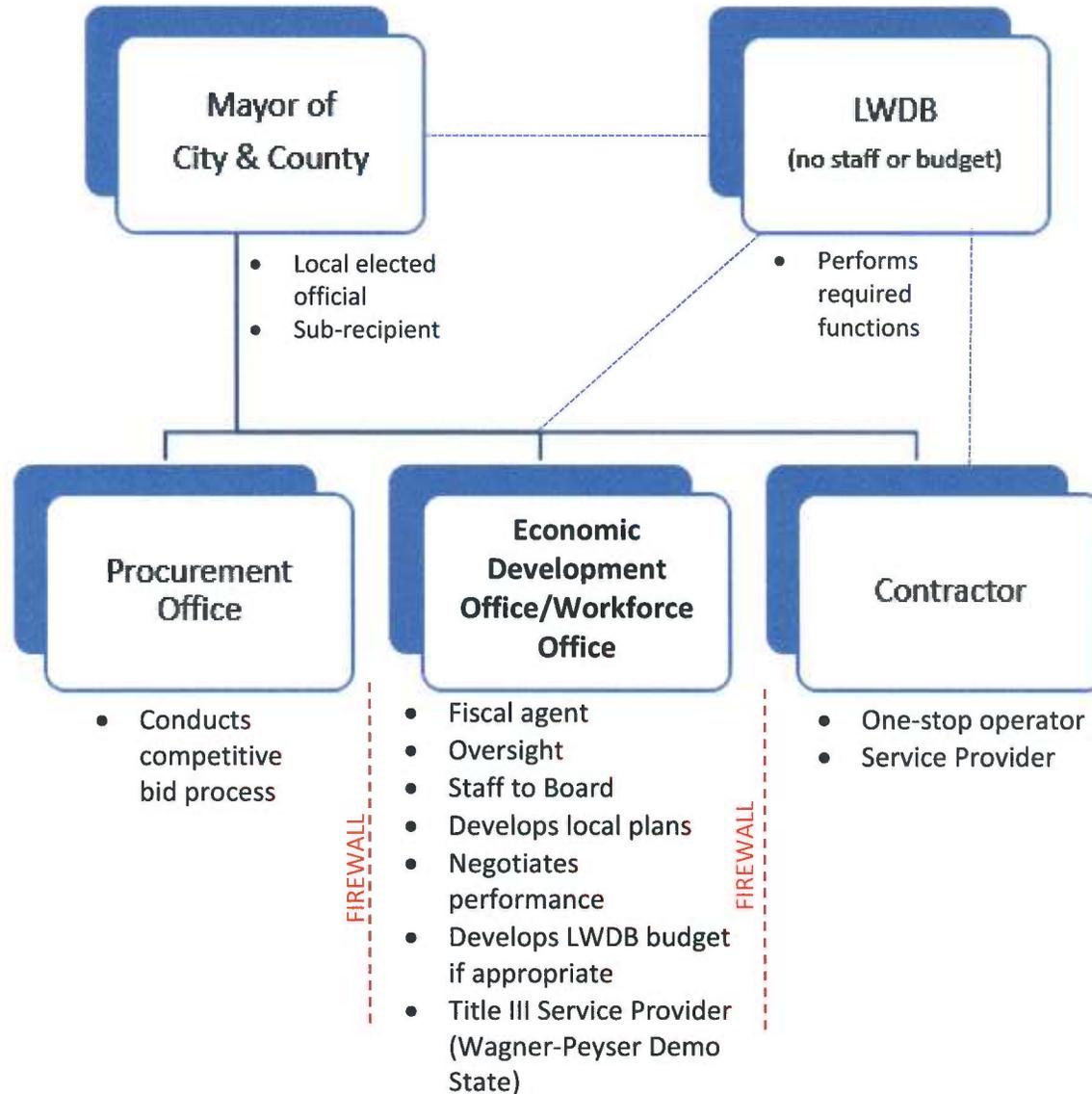
# COLORADO ONE-STOP OPERATOR MODEL #2

- One-stop operator is external to sub-recipient
- Role: coordinates partner services only



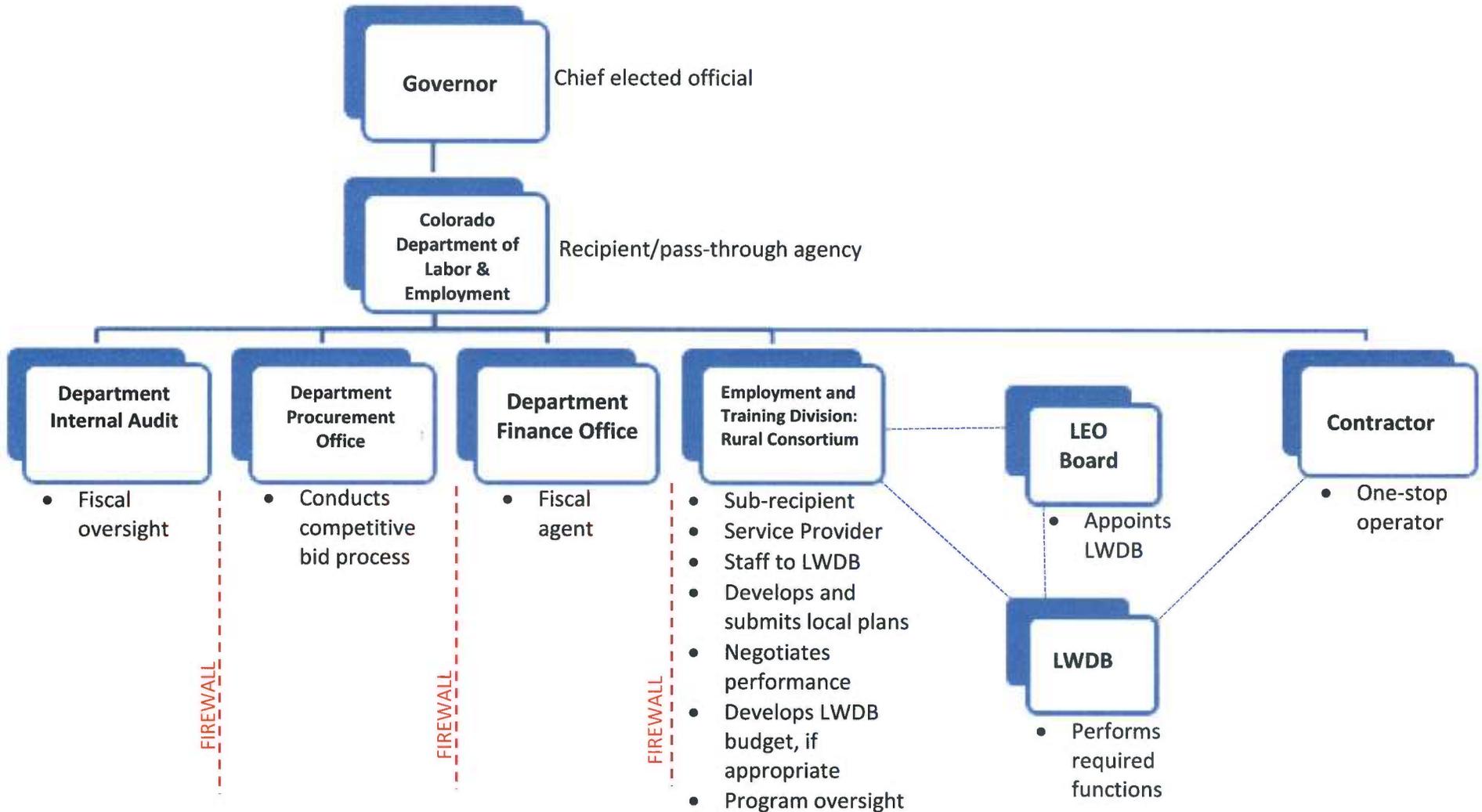
# COLORADO ONE-STOP OPERATOR MODEL #3

- One-stop operator is external to sub-recipient
- Roles: coordinator of partner services; service provider

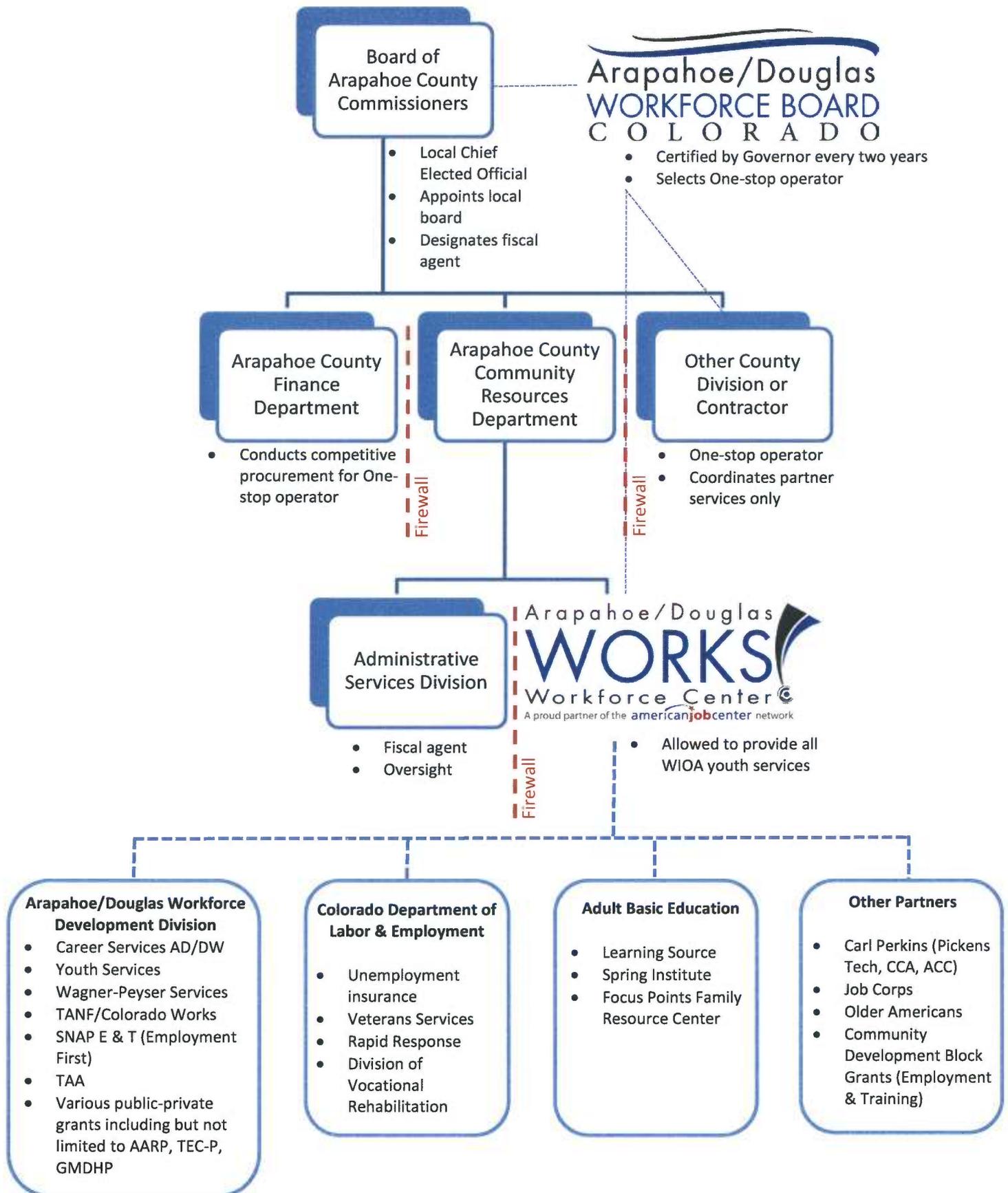


# COLORADO ONE-STOP OPERATOR MODEL #4

- One-stop operator is external to sub-recipient
- Coordinates partner services only



# COLORADO ONE-STOP OPERATOR MODEL #5



## **Colorado One-Stop Operator Models**

### **September 13, 2016**

**Purpose** - Colorado is seeking:

1. Review by the US Department of Labor to determine if the proposed models meet the intent of the law and regulations regarding the procurement of the one-stop operator
2. Technical assistance to ensure that the models meet all requirements to procure the one-stop operator within the stipulated deadlines (document progress by 90 days after publication of the final regulations and complete by July 1, 2017).

**Process:** The attached models were developed by Colorado's Local Area One-Stop Directors with technical assistance from the Colorado Department of Labor and Employment (CDLE). The models and this narrative were reviewed and approved by the Directors.

**Overview of the Models** - In each model:

1. The **sub-recipient** is the chief elected official except model #4 for the Rural Consortium. In that case CDLE's Rural Consortium is the sub-recipient;
2. The **fiscal agent** is part of a department of local or state government;
3. The **local board** has no budget of its own, and does not hire its own staff. Governmental employees serve as staff to the board;
4. The **current One-Stop Operator** (in the case of the Denver model) did not or (in the case of all other models) does not plan to compete to be the one-stop operator;
5. The dashed red lines represent a **firewall** based on separation of duties and a separate reporting chain of command;
6. **Procurement of the one-stop operator** was or will be conducted by a department of local or state government that is separate from the department/division housing workforce;
7. The **procured one-stop operator** is currently, or is expected to be, an entity selected by competitive procurement that is an internal part of local or state government separate from workforce, or an entity that is external to local or state government;
8. The **procured one-stop operator** is expected to serve as the coordinator of partner services only, except in the case of Denver (model #3). The Denver one-stop operator will coordinate services and act as a service provider.

**Some Specifics of the Models:**

1. Models **#1, 1A, and 2** represent the majority of Colorado's local areas. In these local areas, the county workforce agency currently serves as the one-stop operator and service provider, as well as in other roles that are listed in the models. However, the one-stop operator procurement process that will occur in PY16 is expected to result in the selection of a new one-stop operator outside of the workforce agency;
2. Model **#3** is specific to the City and County of Denver, the only local area that has completed the one-stop operator procurement process;
3. Model **#4** is specific to the Colorado Rural Workforce Consortium;
4. Model **#5** is specific to the Arapahoe/Douglas local workforce area.

**Questions:** As part of the review and technical assistance regarding the attached models, Colorado is seeking answers to specific questions, as follows:

1. Are the firewalls represented in the models sufficient to meet the intent of the law and regulations? Are any written agreements or other documentation required to support the firewalls depicted, given that the current one-stop operators have not or will not be competing to become the one-stop operator? If so, please identify what should be included in the agreement and who are the parties to the agreement, or what other documentation would be required.
2. Are any other written agreements or documentation required for the models to be in compliance? What should be included in the agreements and who are parties to the agreements, or what other documentation would be sufficient?
3. The WIOA LAW and Final Regulations regarding who can apply to be the one-stop operator state that: Eligible entities “shall be located in the local area.” Does “local area” mean the Governor-designated WIOA local area or something else? Can the LWDB define (restrict) the local area in the RFP?
4. Colorado does not believe that section 679.410 (b) of the regulations applies to the attached models, and we do not anticipate requiring the Governor’s approval for a board to provide career services. This is because county, state, or contractor staff provides the career services, and the board itself does not have funding, does not hire staff, and doesn't execute contracts. However, separate from the state's opinion, some counties believe that their board is part of the county structure and because county staff serves as staff to the board, this implies that their board is providing career services. We would appreciate knowing if you support the state's position, or, if not, how and why section 679.410(b) of the regulations would apply to Colorado’s models.  
**§ 679.410 Under what conditions may a Local Workforce Development Board directly be a provider of career services...?**

*(b) A Local WDB may act as a provider of career services only with the agreement of the chief elected official in the local area and the Governor.*

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**

## Supplemental Request for JCSO Hail Damage Repairs

November 15, 2016

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

**Issue:** As a result of a hail storm in July of this year, there was significant damage to Jefferson County Sheriff Office's (JCSO) building and automobiles that will result in expenditures for repairs in 2016 and 2017.

**Background:** In July of this year, a hail storm in Jefferson County resulted in significant damage to JCSO buildings and vehicles. Buildings throughout the complex required evaluations and repair to a number of items with the largest repairs required for rooftop environmental controls equipment, including piping and ducting insulation and a parapet coping cap. JCSO Building Maintenance plans to spend approximately \$40,000 in 2016 and \$210,549 in 2017 related to hail repair. Additionally, there were 135 total vehicles damaged during the storm. JCSO Fleet plans to spend \$25,000 in 2016 and \$480,356 in 2017 related to hail repair.

**Fiscal Impact:** The fiscal impact for 2016 would be approximately \$65,000 in additional General Fund expenditures.

**Staff Recommendation:** The Jefferson County Board of County Commissioners (BCC) approve the supplement of \$65,000 for repairs related to hail damage on JCSO buildings and fleet to the 2016 budget.

**Originator:** Chief Dan Gard, Support Services, Sheriff's Office, 303-271-5662

**Contacts for Additional Information:** Tina Davros, Asset Manager, Sheriff's Office, 303-271-5313; Zach Johnson, Building Maintenance Manager, 303-271-5423; Rusty Hardy, Fleet Manager, 303-271-5371



Colorado Foundation for Water Quality Contract: Contract scope includes invitations to participate in the program at a discount, invitation to the Water Fluency Advisory Committee, and recognition as a Program Partner in promotional communications about the Water Fluency Program. The existing contract expired March 2016. Contract price will be \$5,000, or as determined by the adoption of the 2017 budget.

Boys and Girls Club: Contract scope includes provision of recreational services. The existing contract expires December 2016. Contract price is \$50,000, or as determined by the adoption of the 2017 budget.

North Fork Fire Protection District: Contract scope includes structural and wildland fire suppression, emergency medical care and transport, rescue and fire prevention services in the Pike National Forest. Contract price is \$30,000 or 30% of the county's annual Payment in Lieu of Taxes payment plus 30% of Federal Mineral Lease payment, whichever is greater.

Wildland Fire Mitigation Cost Reimbursement Contract: The County was contacted by the Colorado Parks and Wildlife (CPW) Department of Natural Resources regarding the wildland fires mitigation statutory requirements contained in CRS 24-33.5-1221. That statute was enacted in order to encourage cooperation in addressing certain aspects of wildfires between CPW and each county in which CPW owns or maintains land. A contract was drafted by CPW, the Department of Fire Prevention and Control, the Office of State Controller, the Attorney General's Office, the State Office of Risk Management, and with input from some of the counties heavily involved with the underlying statute. CPW is statutorily required to enter into an agreement with each of the 54 counties prior to January 1, 2017. Since this was distributed to the remaining counties three months before the statutory deadline, Colorado County Attorneys Association formed a working group for a cooperative negotiation effort. The State is now working through proposed revisions. While the State is obligated to enter into this agreement by January 1, 2017, the statute does not require the county to enter into the contract or impose a penalty.

## Fleet

The Fleet Fund will require a 2016 supplemental of \$230,000 and a 2017 supplemental of approximately \$230,000 to continue repairs to vehicles that were damaged in the hail storm in July 28, 2016. Approximately 162 county vehicles were impacted. Offsetting revenue will be obtained through the insurance claim.

Providing that Fleet's proposed 2017 budget is approved, Fleet would like to issue Purchase Orders in December 2016 for the following equipment. Issuing Purchase Orders prior to the new year will save approximately 5%, or \$108,384. Equipment from MHC Kenworth: Five Kenworth Cab for dump/plow trucks at \$122,235 each for a total of \$612,675; Kenworth Cab & Chassis for sewer jetter for \$130,716; Kenworth Cab & Chassis for low boy tractor for \$149,643; Kenworth Cab & Chassis for low boy tractor for \$162,413. Honnen Equipment: Three John Deere 772 Graders at \$261,500 each for \$784,500; John Deere 644 Front End Loader for \$216,637; John Deere 410 Backhoe for \$111,635.

Fleet will issue a purchase order to O.J. Watson for component packages, plows, sanders dump boxes that they will install on the cab and chassis that we are ordering from MHC Kenworth. The cost will be \$70,099.00 each, for a total of \$350,495.

## FACM

Janitorial Supplies: Waxie Enterprises is the current contractor that supplies, inventories and stocks consumable janitorial supplies for all Jefferson County facilities. Current contract, which allows for 3 annual renewals, expires on December 31, 2016. Waxie Enterprises is maintaining current pricing for 2017. The overall contract amount for 2017 will not exceed \$121,000.

County-Wide Master Plan: A comprehensive county-wide space utilization/planned growth Master Planning process will begin early 2017. Budget amount of \$500,000 is included in the 2017 proposed FACM Budget. An RFP has been prepared and released. RFP responses will be evaluated and consultant interviews will be conducted in late 2016/early 2017 with an anticipated contract start date on this project in early 2017.

County-Wide Carpet/Flooring Replacements: Carpet and flooring in Jefferson County buildings has been assessed and recommendations for on-going replacement is built in on an annual basis. Budget amount of \$150,000 is included in the 2017 proposed FACM Budget.

Administration and Courts Building Parking Structure Repairs: One half of this parking structure is receiving scheduled repairs currently and scheduled for completion by December 31, 2016, however, if a prolonged timeframe of adverse weather happens, these repairs could stretch into 2017. The Court side upper deck repair is scheduled for 2017. Budget amount of \$950,000 for these structural repairs and sealant is included in the 2017 proposed FACM Budget.

District Attorney Building Fire System Replacement: Current fire system in the DA building is obsolete and in need of replacement to be consistent with other campus buildings that have mass notification capability. Budget amount of \$264,000 is included in the 2017 proposed FACM Budget.

FACM Management Software: FACM currently uses an outdated and inefficient management software to track, process and address over 7,000 maintenance work orders annually. This same software is used for space planning, maintenance planning, communication with all customers, etc. The current software also does not integrate efficiently with mobile devices. The use of mobile devices by all of our maintenance technicians would increase our daily efficiencies exponentially, which in turn would greatly improve our service for all customers. New software would also allow for project management and conference room reservation management. Budget amount of \$350,000 is included in the 2017 proposed FACM Budget.

Central Fleet Shop Roof Replacement: The roof on the Central Shop facility has been identified in the FACM Roof Condition Assessment as needing replacement in 2017. Budget amount of \$203,600 for this roof replacement is included in the 2017 proposed FACM Budget.

Human Services Building Carpet Replacement: Carpet and flooring in the HS building has been assessed and recommendations for on-going replacement is built in on an annual basis. Budget amount of \$100,400 is included in the 2017 proposed FACM Budget.

Parfet Building - East Building Roof Replacement: The roof on this facility has been identified in the FACM Roof Condition Assessment as needing replacement in 2017. Water leaks occur on a regular basis. Budget amount of \$290,000 for this roof replacement is included in the 2017 proposed FACM Budget.

Air Handler Replacements in the Administration and Courts Building: The largest air handler, AHU 1 is on order with a delivery and installation date of approximately January/February 2017. The final three air handlers will be ordered soon with delivery and installation dates of Spring 2017.

Slash Collection Program: The 2016 Slash Program ended on the weekend of November 12. Final volumes of slash collected increased by approximately 50% compared to 2015. 25 separate weekends of slash collection distributed throughout the Jefferson County foothills were conducted. The behind the scenes effort to identify and process the individual sites, staff each weekend for collection and to conduct all other field administrative duties requires significant time and resources. In 2014, the County contracted via a competitive process with Rolling R Ranch as the consultant to perform these field administrative duties. This consultant relationship with Rolling R Ranch has been integral to the success of the Slash Program. A contract renewal agreement between Rolling R Ranch and Jefferson County is due for 2017 services.

**RECOMMENDATIONS:** Staff recommends that the Board support the revisions to the Information Technology Resources Policy, Procurement Cards Policy, Signature Authority for Deeds and Easements Policy, Training and Education Policy, Airport Advisory Board Policy, and Sale of GIS Policy.

Authorize staff to bring forward the following contracts/agreements for consideration at a future hearing: Jefferson County Economic Development Corporation Contract, Business Resource Center Contract, Colorado Foundation for Water Quality Contract, Boys and Girls Club, North Fork Fire Protection District, Wildland Fire Mitigation Cost Reimbursement Contract, MHC Kenworth, O.J. Watson, Honnen Equipment, Waxie Enterprises, and Rolling R Ranch. Authorize staff to bring forward contracts for the following projects; county-wide master plan, county-wide carpet and flooring replacements, parking structure repairs, fire system replacement, management software, roof replacements, and air handler replacements.

Permit staff to bring forward 2016 and 2017 budget supplementals for repairs to hail damaged vehicles.

Permit staff to bring forward a carry forward for air handler replacement in the Administration and Courts Building,

**ORIGINATORS:** Kate Newman x8567, Mark Danner x5008, Buck Benke x5265

<b>Title:</b> Administrative Policy Information Technology <del>Services</del> <u>Resources</u>	<b>Policy No.</b> Part <del>15</del> , <del>County Administration</del> <u>Staff Policies</u> Chapter <del>24</del> , Information Technology <u>Security and Safety Services</u> Section <del>54</del>
<b>Policy Custodian</b> Information Technology Services Division	<b>Effective Date</b> <del>October 16, 2007</del> <b>Adoption/Revision Date</b> <del>October 16, 2007 /</del> <u>May 24, 2013</u>

**Adopting Resolution(s):** ~~CC07-467~~

**References (Statutes/Resos/Policies):** CC91-390, CC02-602, CC04-626, CC07-467

**Purpose:** To ensure compatibility ~~with~~, access ~~to~~, and protection of Jefferson County's Information Technology and Electronic Information Network (JCEIN).

**Procedure:** Yes

**Policy:** Information Technology ~~Services~~ Resources

A. Definitions

1. Information Technology Resources

- a. Hardware and Equipment: Includes all physical devices that are capable of accessing, storing, transmitting or processing Electronic Information via a County wired or wireless networks. This includes, but is not limited to, network devices, servers, computer workstations, printers/copiers, fax machines, laptops, tablets, smartphones, USB memory devices and CD/DVD. Hardware used to store, transmit or process electronic information solely on state or federal networks are excluded.
- b. Software: Executable code that operates on Hardware.
- c. Internet Services: Services provided by a third party that are used for accessing, storing or processing County Electronic Information. This includes, but is not limited to email, on-line computing/storage, and on-line applications whether by purchase, subscription or for free.
- d. Mobile Devices: Any devices that are capable of being used to store, transmit or process Electronic Information when not connected to a network jack in a County building.
- e. Electronic Information: Information that is stored or transmitted in clear or encrypted formats on Hardware or Internet Services.

B. Responsibilities of the Chief Information Officer or designee

1. The Board of County Commissioners (BCC) designates the Director of the IT Services Division as the Chief Information Officer (CIO) for Jefferson County. In the event there is a vacancy in the position, the BCC authorizes the County Manager, to designate and name an employee to serve as the CIO.

2. Responsibilities of the CIO include:

a. Coordinate distribution of this policy and any applicable procedures, standards, and/or other documents, to county elected or appointed officials, employees, volunteers, contractors, business partners and vendors that utilize County Information Technology Resources to store, transmit or process Electronic Information.

b. Oversee an annual review and update of this policy and any applicable procedures, standards, and/or other documents needed to reflect changes to business objectives. Review proposed amendments to any policies or procedures that may impact Information Technology Resources.

c. Establish the Information Technology Advisory Committee (ITAC) comprised of all members of the Information Security Advisory Committee (ISAC) and representatives of other County Departments/Divisions and Elected/Appointed Offices as needed. Establish procedures for the ITAC to coordinate the acquisition and use of Information Technology Resources across the County; ensure compatibility of County Information Technology Resources; enable the effective exchange of Electronic Information; and promote efficient use of County Information Technology Resources.

d. Coordinate the goals and activities of the ITAC as appropriate with those of the ISAC.

C. Responsibilities of all ITAC members

1. Consult with the Information Technology Advisory Committee on the proposed purchase and implementations of all new Hardware and Equipment, Software or Internet Services that have the potential for increasing risks to security, systems' compatibilities or performance, facilitating the effective exchange of data, and improving the efficiency of County investments in Information Technology Resources. Issues related to Information Security shall be forwarded to the Information Security Advisory Committee for review.

2. Oversee compliance with this policy and related policies and procedures within their Department/Division or Elected/Appointed Office.

3. Coordinate the purchase and use of Information Technology Resources within their Department/Division or Elected/Appointed Office.

Compatibility

- ~~1. All information technology investments for Jefferson County shall be reviewed in partnership with Information Technology Services (ITS) Division in accordance with the established ITS procedures.~~
- ~~2. ITS investments include but are not limited to:
  - ~~a. equipment,~~
  - ~~b. security protection mechanisms,~~
  - ~~c. enterprise servers and databases,~~
  - ~~d. mobile computing devices,~~
  - ~~e. proprietary and vendor supplied commercial off the shelf applications, and~~
  - ~~f. desktop, laptop, printer and other related peripherals.~~~~
- ~~3. ITS shall also consider factors such as supportability and maintenance costs, and compliance with data protection and security requirements.~~

~~B. Access to JCIN~~

D. Provision of Critical Information Technology Resources

1. All ITAC member organizations, committee members and the committee as a whole shall ensure the following Information Technology Resources are provided to all Departments/Divisions and Elected/Appointed Offices:

a. 1. Electronic Mail

~~a. An eEmail accountservices shall be made available to every county computer user as required to support the functions of his or her position. b. —Departments under the Board of County Commissioners are required to use the IT Services designated approved email service(s)system for internal business record communications unless otherwise prohibited by Federal, State, or other regulation or county policy. —c.—Agencies and Appointed and Elected Officesials are encouraged to use the IT Services approved email service(s) email applicationand shall intergrate any separate service(s) with the IT Services approved email service(s) unless otherwise prohibited by Federal, State, or other regulation or county policy.~~

b. 2. Electronic Calendar

~~a. An eElectronic calendaring and scheduling service(s)account shall be made available to every county computer user as required to support the functions of his or her positionvia an ITS specified email system. b. —Departments under the Board of County Commissioners are required to use the IT Services approved calendaring and scheduling service(s) to schedule all business meetings and resources through this system regardless of the type and nature of any other system in use unless otherwise prohibited by Federal, State, or other regulation or county policy. c. —Agencies and Appointed and Elected Officesials are encouraged to use the IT Services~~

approved calendaring and scheduling service(s) and shall integrate any separate service(s) unless otherwise prohibited by Federal, State, or other regulation or county policy this application.

c. 3. Wireless Mobile Devices

a. The acquisition, delivery, maintenance and support of wireless mobile devices shall be to employees that have been approved for a county cell phone or authorized to use an employee owned cell phone per the Use of Information Technology Resources Policy managed by ITS in accordance with ITS procedures. ITAC may establish procedures and standards regarding the acquisition, delivery, maintenance and support of mobile devices.  
b. The acquisition, delivery, maintenance and support of cell phones shall be managed by the Agency, Appointed or Elected Official or Department or Division Director who assigned the phone.

d. 4. Internet Access and Services

The Internet access shall be made available to every county computer user as required for outbound and inbound county business subject to copyright, licensing, property rights, and privacy laws, rules and regulations. The availability, reliability and security of internet access and county Electronic Information stored, transmitted or processed by services provided over the Internet shall be ensured through compliance with security requirements.

e. 5. Remote Access

ITS shall manage the acquisition, delivery, and maintenance, and security of access to the county's Information Technology Resources and Electronic Information from locations outside of the county's internal network.

C. Protection

1. ITS shall develop and manage a Security Program to prohibit the unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse or theft of electronic information stored on or transmitted over County computer systems and networks in order to maintain appropriate confidentiality, integrity, and availability.

2. Software

All software, regardless of origin, shall be approved for use by ITS. Only authorized software shall be used on County systems, PC's and networks.

f. 3. Data Backup and Restore

ITS shall provide data backup and restoration services for County Software and Electronic Information, systems and networks, in accordance with ITS procedures and schedules. ITS shall not provide data backup and restore services for local disk drives on individual PC's computers unless required for service to the public.

2. 4. Problem Escalation and Management

System problems with Information Technology Resources or Electronic Information with the Departments/Divisions or Elected/Appointed Offices

~~supported by an ITAC member shall be handled in accordance with their own local procedures and escalated to IT Services or other ITAC members when needed. ITAC members will assist each other when needed to restore services. identified by a department or person outside of ITS shall be reported in accordance with established ITS procedure.~~

### 37. Security

#### a. 5. Physical Access Security

~~ITS shall limit p~~Physical access to the systems, networks, software services, and Electronic Information data shall be limited to those authorized personnel who require access to perform assigned duties. Where systems are deployed in areas where controls may not completely restrict access to only authorized personnel, access shall be managed in accordance with established ~~ITS~~ procedures.

#### b. 6. Enhanced Access for IT Administrators Internal Security

~~Enhanced system/service administrator access in compliance with relevant information security policies, procedures and standards. Access to all infrastructure computing/networking devices [i.e., routers, hubs, firewalls, servers, etc.] shall be restricted. Access shall only be granted in accordance with established ITS procedures. Internal network connection points (ports) shall not be available in unmonitored or unrestricted publicly accessible areas.~~

#### c. Computer Facility Access and Protection Systems Security

~~a. An a~~Authorized ITS representative information technology staff shall accompany all visitors, vendors and ~~Jefferson C~~county staff who do not have the appropriate access credentials while accessing a computer room, data center ~~and/or~~ wiring closets. ~~b.~~ A record of all access to data centers and wiring closets by other than authorized information technology staff shall be maintained for a minimum of one year. ~~e.~~ Data centers shall have automatic fire protection systems installed. ~~d.~~ All systems within a the data center shall be supported by a power conditioning uninterruptible power supplyUPS that provides adequate time to shut down systems per system hardware or software manufacturer's recommendations.

<b>Title:</b> Administrative Policy Procurement Cards	<b>Policy No.</b> Part 4, Financial Administration Chapter 6, Procurement and Contracting Section 2
	<b>Effective Date</b> <del>May 22, 2012</del>
<b>Policy Custodian</b> Finance and Information Technology	<b>Adoption/Revision Date</b> <del>May 22, 2012/April 19, 2016</del>

**Adopting Resolution(s):** ~~CC12-198~~

**References (Statutes/Resos/Policies):** CC07-201, CC09-452, CC12-198

**Procedure:** Procurement Cards Procedure

**Purpose:** The Jefferson County, Colorado Procurement Card (P Card) program was created to provide an efficient, cost effective alternative to the traditional, labor-intensive purchase transactions for goods and services such as purchase orders, petty cash and voucher requests, and field purchase orders. The card can be used to purchase those items requiring accelerated acquisition, and emergency purchases required to maintain operations.

**Policy:** Procurement Cards

A. Purchasing Operations and Accounting Division Responsibility

1. Purchasing Operations shall establish procedures to issue Procurement Cards (P Cards), set up accounts and monitor compliance.
2. The Purchasing Operations Manager may designate a Program Administrator.
3. On a monthly basis, Purchasing Operations shall:
  - a. Perform usage reviews to verify appropriate card usage.
  - b. Compare list of cardholders with list of employees separated from employment and cancel cards as necessary.
4. On a monthly basis, the Accounting Division shall review transactions to identify purchases of Capital Equipment and Non-Capital Equipment that must be inventoried in accordance with the Property and Equipment Inventory Policy.
5. Purchasing Operations, in conjunction with Elected/Appointed Officials and Department/Division Directors, or their designee, shall establish monthly charge limits for each P Card. Each P card shall be assigned a unique Business Unit (BU) number linked to a specific individual and respective Department, Division or Office. Once issued, the BU number can only be changed by Purchasing.

B. Department/Division Director or Elected/Appointed Official Responsibility

1. Each Department/Division Director or Elected/Appointed Official shall designate cardholders and determine spending authority limits. A Procurement Card Request Form shall be completed for each cardholder.

2. Each Division, Department, or Office shall have a designated P Card Coordinator.
  - a. The P Card Coordinator shall be responsible for ~~printing~~ providing monthly account statements for cardholder and supervisor verification that purchases fall within the scope of P Card Policy and Procedure.
  - b. If any purchases do not conform, the P Card Coordinator will contact the cardholder and/or their supervisor to initiate corrective measures as necessary.
3. On a monthly basis, the Department/Division Director or Elected/Appointed Official, or designee, shall:
  - a. ~~Review and verify cardholder account statements~~
  - b. Notify Purchasing Operations of any cardholders who have separated from employment.
4. On an annual basis, the Department/Division Director or Elected/Appointed Official shall review each employee's spending behavior and adjust the spending limit accordingly.

#### C. Employee Responsibility

1. Employees shall comply with P Card Policy and Procedures, including proper safekeeping, knowing ~~Acceptable and Unacceptable Uses~~ permitted categories of use and inappropriate uses, and shall be ~~Accountable~~ Accountable for non-compliance.
2. On a monthly basis, cardholders shall:
  - a. Review and verify the account statement
  - b. Submit receipt or verification for each transaction
3. Cardholders shall not permit others to use their card.
4. Accidental or deliberate misuse of the card shall be reported immediately to the ~~Purchasing Operations Manager or the Accounting Division Director~~ cardholder's supervisor or manager to determine acceptability and accountability.
5. If unsure whether a particular purchase is within the bounds of the P Card Policy and Procedure, the cardholder shall contact the P Card Program Administrator or the Purchasing Operations Manager for clarification.
6. Failure to comply with P Card Policy and Procedure will result in loss of card privileges and further disciplinary action pursuant to existing Jefferson County Personnel Rules.

#### D. P Card Usage

1. ~~Department/Division Directors or Elected/Appointed Officials~~ Jefferson County retains the right to cancel P Card privileges at any time. Cards will be collected and cancelled should any cardholder fail to follow Policy and Procedures.
2. Examples of ~~acceptable and unacceptable uses of~~ permitted categories for using the P Card are outlined in the P Card Procedures. Finalized categories for ~~acceptable and unacceptable~~ permitted uses of the P Card will be determined by the individual requirements of the business unit.
3. ~~In evaluating instances of misuse, emergency circumstances as outlined in the P Card Procedures will be considered, however, when feasible, an attempt to obtain approval should be made prior to purchase.~~

<b>Title:</b> Administrative Policy Signature Authority for Deeds and Easements	<b>Policy No.</b> Part 7, Planning and Land Use Chapter 5, Miscellaneous Section 5
	<b>Effective Date</b> August 18, 2015
<b>Policy Custodian</b> <u>Planning and Zoning Division</u> <u>Development and Transportation Department</u>	<b>Adoption/Revision Date</b> August 18, 2015

**Adopting Resolution(s):** CC15-310

**References (Statutes/Resos/Policies):** CC92-453, CC92-573, CC04-065, CC06-066, CC06-544, CC15-310

**Purpose:** To permit the Chairman of the Board of County Commissioners to sign commissioner's deeds and acceptance certificates on right-of-way and easement deeds under defined circumstances.

**Policy:** Signature Authority for Deeds and Easements

A. The Chairman of the Board of County Commissioners is authorized to execute:

1. The acceptance certificate on deeds conveying rights-of-way and/or easements to the cCounty,
2. Commissioner's deeds conveying right-of-way and/or easements or relinquishing cCounty interest in an easement, and
3. Commissioner's deeds for the conveyance of park land and school land when a parcel of land has been conveyed to the cCounty to satisfy a park and school dedication requirement, and the cCounty desires to convey that land to another entity for such continued use.

B. The following criteria must be met prior to execution:

1. The deed or easement is required pursuant to one of the following:
  - a. The deed or easement is required pursuant to cCounty regulations as a part of an approved Cooperative Road Improvement or other cCounty project, or any land development regulation, including, but not limited to a plat, exemption from plat, site development plan, minor adjustment, land disturbance permit and site approval; and or
  - b. the avigation easements is obtained in accordance with the Rocky Mountain Metropolitan Airport master Plan, as such may be amended from time to time; and
2. The deed or easement and legal description have been approved by ~~the~~ cCounty staff; and
3. The deed or easement has been approved as to form by the County Attorney's Office.

<b>Title:</b> Administrative Policy Training and Education	<b>Policy No.</b> Part 5, Staff Policies Chapter 3, Reimbursements Section 1
	<b>Effective Date</b> <del>January 1, 2011</del> January 1, 2017
<b>Policy Custodian</b> Human Resources	<b>Adoption/Revision Date</b> <del>December 7, 2010</del>

**Adopting Resolution(s):** ~~CC10-469~~

**References (Statutes /Resos/Policies):** I.R.C. §127; CC91-24, CC03-188, CC03-421, CC04-412, CC05-164, CC07-249, CC10-469

**Purpose:** To assist employees develop and maintain their training and education relevant to the employee's current job duties and responsibilities, a service or career advancement opportunity within Jefferson County government, or increased service delivery to the residents and customers of Jefferson County.

**Policy:** Training and Education

**A. Professional/Technical Training**

1. **Description**  
In-house classes, apprenticeship and certification programs, training for professional licenses or Continuing Education Units (CEU's), conferences, seminars and workshops, or other job-related training that is not for college credit are considered Professional/ Technical Training.
2. **Approval**  
All Professional/Technical Training must be authorized by the Division Director or Elected or Appointed Official.
3. **Eligible Expenses**  
Jefferson County may pay for enrollment, tuition and registration fees, conference fees, testing and processing fees, books and training materials. See the Business Related Travel Policy for payment/reimbursement of costs associated with travel, meals and lodging.
4. **Time to take classes**  
An employee's participation in Professional/Technical Training may be on County time, at the discretion of the employee's supervisor.
5. **Payment**  
Costs associated with Professional/Technical Training are paid through departmental budgets. Payment can be made directly to the organization providing the training or reimbursed to the employee attending the training.

**B. Educational Assistance**

1. **Description**  
Employees may receive up to \$1,5002,000.00 per calendar year as reimbursement for tuition and eligible expenses for successful completion of a degree program or college or university classes taken for credit. Human Resources shall administer the Education Assistance Reimbursement Program.

## 2. Approval

- a. An Employee must obtain approval from the Department Director or Elected Official prior to submittal of the Education Assistance Form to Human Resources.
- b. Employees must submit the Education Assistance Form to Human Resources for approval of funds prior to enrollment in any courses.
- c. Approval of Educational Assistance is at the discretion of the Department Director or Elected Official. Approval may be based on the following:
  - (1) The employee is enrolled in a degree program or college or university classes taken for credit that is relevant to the employee's current job duties and responsibilities, relevant to a service or career advancement opportunity with Jefferson County employment, or related to increased service delivery to the residents and customers of Jefferson County, and
  - (2) The employee received credits for the degree program through regionally accredited colleges and universities. Credits received from colleges or universities that are not regionally accredited may qualify for Educational Assistance based on the transfer policies of University of Colorado or Red Rocks Community College. If either of these regionally accredited institutions will accept credits for transfer and fully apply those credits to their degree program requirements, then those credits will be treated as if they were awarded by a regionally accredited institution.
- d. To receive reimbursement, the employee must:
  - (1) Be in a Standard, Selected, or Designated At Will Position, scheduled to work at least twenty (20) hours per week.
  - (2) Must have started attending classes after their first day of employment at Jefferson County.
  - (3) Must be employed by the county at the completion of the class.
  - (4) Must receive a grade of "C\_" or better for an undergraduate classes and "B\_" or better for a graduate class. For classes that are only offered "Pass" or "Fail," employees must have received a "Pass" grade. Credits given for life or work experience, for testing out of a class, or for repeating a class are not eligible.

## 3. Eligible Expenses

- a. Tuition, academic fees (such as laboratory fees, student activity fees and computer fees) and books may be reimbursed. Supplies such as paper, pens, notebooks, binders and equipment such as calculators, computers and software are not covered. Parking permits or parking fees are also not covered.
- b. Employees who are using student loans to pay for their education are eligible for Educational Assistance. Employees who receive grants, scholarships, VA benefits or other gifts are eligible for Educational Assistance for any amount above that which is not covered by the grant, scholarship, VA benefit or other gift.

## 4. Time to take classes

Classes must be taken during non-pay times or, at the discretion of the Department Director, Elected Official or immediate supervisor, while using vacation or leave time.

## 5. Payment

State or federal taxes will be withheld and reported if required by law.

<u>Title: Administrative Policy</u> <u>Airport Advisory Board</u>	<u>Policy No.</u> <u>Part 2, Board Administration</u> <u>Chapter 2, Establishment of Appointed Boards</u> <u>Section 18</u>
<u>Policy Custodian</u> <u>Board of County Commissioners</u>	<u>Effective Date</u>  <u>Adoption/Revision Date</u>

Adopting Resolution(s): CC16-

References (Statutes /Resos/Policies):

Purpose: To establish the Airport Advisory Board, specify its membership and terms, and define its responsibilities.

Policy: Airport Advisory Board

A. Establishment

The purpose of the Airport Advisory Board (the Advisory Board) is to establish a feedback mechanism regarding the Airport, build awareness of the Airport and its role in the economic health of the region, develop Airport advocacy, educate users/tenants/neighbors about operating guidelines, create opportunities to engage the public, and ensure good neighbor practices by the Airport.

B. Responsibilities

1. The Advisory Board shall review and make recommendations regarding establishment of Airport goals, development and adoption of Airport master plans and relevant planning documents, major airport capital project schedules, Airport design guidelines and Airport ad hoc committee efforts. In addition, the Advisory Board will work as advocates of the Airport.

2. Meetings

a. The Advisory Board shall meet on a regular basis with the Board of County Commissioners (BCC). Such meetings shall be scheduled at the discretion of the BCC.

b. Regular meetings of the Advisory Board shall be held a minimum of 6 times a year or more frequently as requested by a majority of the Advisory Board members or by the Chair.

c. Special meetings may be called by the Chair.

d. The meetings shall be open to the public and minutes of such meetings shall be kept. The Advisory Board shall make meeting notices, agendas, date, time and location of regular and special meetings available to the public. Meetings that require additional notice as prescribed by Federal or State law or regulation will be announced as required.

e. Advisory Board members shall receive written or electronic notices containing the date, time, location, and agenda at least five (5) days prior to the day of the meeting.

f. More than fifty percent (50%) of the members shall constitute a quorum.

### 3. Staff

The Airport Director and staff will serve as staff to the Advisory Board. To accomplish the purposes of the Advisory Board, staff shall provide services, information, and other necessary professional assistance.

### 4. Remuneration

Members shall not be compensated.

## C. Membership

### 1. Composition

- a. The Advisory Board shall be composed of seven (7) members to be appointed by the BCC. Neighboring business owners and residential property owners are defined as those that operate a business or reside within the Airport Influence Area (General Boundary Map, dated March 22, 2010, attached hereto).
- b. Advisory Board composition shall be: two (2) neighboring business owners, two (2) Jefferson County citizens-at-large, one (1) neighboring residential property owner, one (1) neighboring jurisdiction, and one (1) airport tenant.
- c. Whenever a member's status changes and the member no longer represents the sector that he/she was appointed to represent, the member must tender their resignation or reapply for membership through the BCC. If reapplying, the member will have voting rights until reappointment is either granted or denied.

### 2. Terms

- a. Each member shall be appointed for a two (2)-year term. Note: For the initial establishment of the Advisory Board, three (3) members will have one-year terms, and four (4) members will have two-year terms in order to stagger the term end dates. No member shall serve more than three (3) consecutive terms, unless otherwise approved by the BCC.
- b. Members shall be subject to reappointment by the BCC upon application for renewal. Should a delay occur during the reappointment process, members shall have voting rights until the reappointment is either granted or denied.
- c. Each member shall serve until his or her term expires, membership is terminated by written resignation, is terminated because of two (2) consecutive unexcused absences in twelve (12) consecutive months, or is revoked by the BCC.
- d. Members may be removed by the BCC with or without cause prior to the expiration of their term.

### 3. Conflict of Interest

A member of the Advisory Board shall avoid conflicts of interest, actual or perceived, by not: 1) voting on matters under consideration by the Advisory Board a) regarding the provision of services by such member (or an entity that such members represents); or b) that would provide direct financial benefit to such member or the immediate family of such member; or 2) engaging in any other activity determined by the County Attorney to be a conflict of interest.

4. Vacancies

- a. Vacancies shall be filled by appointment by the BCC.
- b. The Advisory Board and Airport Director may review the applications for appointment and make recommendations to the BCC for vacancies that occur.

5. Absences

- a. Members may be not select alternates to represent him/her at Advisory Board meetings.

<b>Title:</b> Administrative Policy Sale of Information Technology and Geographic Information System Products	<b>Policy No.</b> Part 1, County Administration Chapter 3, Operations Section 8
<b>Policy Custodian</b> Information Technology Services	<b>Effective Date</b> October 16, 2007  <b>Adoption/Revision Date</b> November 10, 2010

**Adopting Resolution(s):** CC07-468

**References (Statutes /Resos/Policies):** 24-72-201 et seq., CC02-236, CC04-240

**Procedures:** Sale of Information Technology and Geographic Information System Products Procedure

**Purpose:** To authorize the sale of information technology and geographic information system products that are produced through the manipulation of data for the benefit of the Customer.

**Policy:** Sale of Information Technology and Geographic Information System Products

**A. Service Provision**

1. The Information Technology Services (ITS) Division is authorized to sell information technology and geographic information system products that are produced through the manipulation of data for the benefit of a customer(s).
  - a. The sale, production, or manipulation of data shall not take priority over ITS 's primary responsibilities associated with the ongoing support of the activities of Jefferson County.
  - b. The ITS Director shall determine which databases, value added products, custom made products, subscription products, or other information/data may be sold. Any requests for records subject to disclosure as Public Records under the Colorado Public Records Act shall be provided in accordance with the County's policies pertaining to Public Records and the provisions of the Colorado Public Records Act.
    - (1) No user shall have the right to license, sub-license, assign, sell, copy or otherwise make available to other persons part or all of the System data without the express prior written permission of ITS.
    - (2) Third party proprietary data shall not be sold except as allowed by such lease and license agreements restricting transfer of such data.
  - c. ITS shall not issue nor shall the license terms and provisions provide any warranties or guarantees, either expressed or implied, as to the completeness, accuracy, correctness, merchantability, or fitness of any data, information, or product.
  - d. The sale of products hereunder shall be on a nonexclusive basis and shall be sold on a license basis pursuant to license terms and conditions. The products constitute proprietary information and/or trade secrets of Jefferson County, with all rights reserved to the County.

**B. Sale Procedures**

1. The Director of the Finance and Information Technology Department is authorized to set reasonable fees for products and services.
2. The ITS Director is authorized to develop procedures to implement this policy.

~~C. Exclusion of Liability~~

- ~~1. Nothing in this Policy shall be construed to create or impose any duty upon Jefferson County to plan, develop, implement, operate, maintain or manage any particular product.~~
- ~~2. The County is not responsible for damages or losses, including without limitation, incidental, consequential or special damages, arising out of the use of or reliance upon any data, information or products that may be furnished any Customer. By receiving products or services, each customer agrees that the data, information, or product provided will be used and relied upon only at the risk of the user.~~
- ~~3. The provision of products and services pursuant to this Policy is at the sole discretion of the County.~~

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
COLORADO DEPARTMENT OF NATURAL RESOURCES  
AND  
JEFFERSON COUNTY  
FOR  
COOPERATIVE WILDFIRE PROTECTION  
Pursuant to CRS §24-33.5-1221 as amended by HB 14-1210**

**A. PARTIES**

This Intergovernmental Agreement (“IGA”) is made by and between Jefferson County acting through its Board of County Commissioners (the “County”), the Sheriff of the County (the “Sheriff”), and the State of Colorado, acting by and through the Colorado Department of Natural Resources, Colorado Division of Parks and Wildlife, 1313 Sherman St., Room 618, Denver, Colorado 80203 (“CPW”), and the Colorado Department of Public Safety, Division of Fire Prevention and Control, 690 Kipling Street, Suite 200, Lakewood, CO 80215 (“DFPC”). Both CPW and DFPC individually or together may also be referred to as the “State” throughout the IGA.

**B. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

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

**C. RECITALS****1. Authority**

The Parties are entering into this IGA pursuant to CRS §24-33.5-1221, as most recently amended by House Bill 14-1210 (the “Statute”). Authority to enter into this IGA is contained in the Colorado Constitution Article XIV § 18(2)(a) and in CRS §§24-33.5-1221, 29-1-203, 33-1-101, 33-1-104, 33-1-105, 33-9-101, 33-9-109 et seq., 33-10-101, 33-10-106, and 33-10-107. Nothing in this IGA alters or affects the manner in which Wildland Fire suppression activities or costs are handled during existing mutual aid periods or pursuant to any other existing agreement.

**2. Consideration**

The Parties acknowledge that the requirements of CRS §24-33.5-1221, the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this IGA.

**3. Exhibits**

The following are attached hereto and incorporated by reference herein: **EXHIBIT A** (Reimbursement Request).

**4. Purpose**

The purpose of this IGA is to comply with CRS §24-33.5-1221 and address mitigation and suppression of Wildland Fires affecting CPW Land within the County.

## 5. References

All references in this IGA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

## D. DEFINITIONS

As used in this IGA, the following terms shall have the meaning ascribed to them in this section. These terms are in addition to terms defined otherwise in this IGA and defined in CRS§24-33.5-1221.

### 1. Annual Operating Plan or AOP

“AOP” means the annual operating plan or other similarly purposed document developed by the County regarding how interagency cooperation is to be implemented within the County. The AOP is a planning document adopted on an annual basis by, between and among the County, the Sheriff, DFPC, federal land agencies, and, at times, other participants.

### 2. CPW Land

“CPW Land” means all Forest Land, Rangeland, and Wildland Areas that are owned or leased by CPW and located within the County, provided however that, pursuant to CRS §24-33.5-1221 the following are excluded from the definition of CPW Land: all lands within the boundaries of incorporated cities or towns; lands owned or controlled by the federal government or any agency thereof; and, land in which CPW merely hold a right-of-way interest or conservation easement, or ~~to~~ state trust lands.

### 3. CRS

“CRS” means the Colorado Revised Statutes, as amended.

### 4. County Land

“County Land” means land that within the County’s borders that (a) the County owns and for which it is responsible for maintaining and (b) is not Federal Land, Tribal Land, or privately owned, whether or not the County is responsible for its maintenance.

### 5. Federal Land

“Federal Land” as defined by CRS §34-33-103(9) means any land, including mineral interests, owned by the United States, but excluding Tribal Lands.

### 6. Fire Use Restrictions

“Fire Use Restrictions” means any burning restriction enacted pursuant to CRS §24-33.5-1225.

### 7. Forest Land

“Forest Land” as defined by CRS §24-33.5-1221(2)(a)(I) means land of which at least 10 percent is stocked by forest trees of any size and includes land that formerly ~~has~~ had such tree cover and that will be naturally or artificially regenerated. Forest Land includes roadside, streamside, and shelterbelt strips of timber having a crown width of at least 120 feet. Forest Land includes unimproved roads and trails, streams, and clearings that are less than 120 feet wide.

### 8. Incident Commander

“Incident Commander” as defined by CRS §29-22.5-102(2) means individual responsible for the overall management of the incident including developing incident

objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

**9. Intergovernmental Agreement or IGA**

“Intergovernmental Agreement” or “IGA” means this IGA, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this IGA, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**10. National Fire Incident Reporting System or NFIRS**

“National Fire Incident Reporting System” or “NFIRS” means the reporting standards system established by the United States Fire Administration.

**11. National Wildfire Coordinating Group or NWCG**

“National Wildlife Coordinating Group” or “NWCG” means the operational group established through the Department of Agriculture and the Department of the Interior, and which provides a formalized system of standards for training, equipment, aircraft, suppression priorities, and other operational areas to address wild fires.

**12. Party or Parties**

“Party” means the County, the Sheriff, CPW, or DFPC, and “Parties” mean the County, the Sheriff, CPW, and DFPC, or a combination of them.

**13. Rangeland**

“Rangeland” as defined by CRS §24-33.5-1221(2)(a)(II) means an expanse of land that is unforested and on which it is suitable for livestock to wander and graze.

**14. Resource Advisor**

“Resource Advisor” means the party primarily responsible for identifying and evaluation potential impacts and benefits of Wildland Fires on natural and cultural resources.

**15. State Fiscal Year**

“State Fiscal Year” means the period of time from July 1 of each calendar year through and including June 30 of the following calendar year.

**16. State Responsibility Fire**

“State Responsibility Fire” means a Wildland Fire that exceeds the County and the Sheriff’s capability to control or extinguish and for which DFPC has determined that the fire meets the criteria for the Wildfire Emergency Response Fund or state financial assistance and assumed fire control duty.

**17. Tribal Land**

“Tribal Land” means all lands, including, but not limited to, mineral interests and rights-of-way, within the exterior boundaries of any federal Indian reservation, notwithstanding the issuance of any patent, including mineral interests held in trust for or supervised by any Indian tribe.

**18. Wildland Area.**

“Wildland Area.” Pursuant to CRS § 24-33.5-1221(2)(a)(IV), “Wildland Area” means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

**19. Wildland Fire**

“Wildland Fire.” As defined in CRS §24-33.5-121(2)(a)(V), “Wildland Fire” means an unplanned or unwanted fire in a forest land, rangeland, or Wildland area, including an unauthorized human-caused fire in a forest land, an out-of-control prescribed fire, and any other fire in a forest land, rangeland.

**20. Wildfire Emergency Response Fund**

“Wildfire Emergency Response Fund” means those funds available to DFPC pursuant to CRS §24-33.5-1226.

**21. Wildfire Suppression Costs**

“Wildfire Suppression Costs” means the costs that the County incurs to suppress any ~~one~~ Wildland Fire.

**E. MITIGATION AND SUPPRESSION OF WILDLAND FIRES****1. Relationship between the County and the Sheriff**

The responsibilities of and division of duties between the County and the Sheriff are governed by applicable law, ~~and otherwise supplemented as specified herein.~~

**2. Procedures for Cooperation and Coordination**

The procedures for cooperation and coordination among the Parties are as follows:

**i. Resource Advisor**

CPW regional staff or their designee may act as a resource advisor for Wildland Fires occurring within the ~~county~~ County on CPW Land in accordance with NWCG standards. As resource advisor, CPW regional staff or their designee will provide input to the Incident Commander or their designee in the development of fire suppression strategies and tactics to minimize or mitigate the expected impacts of fire and fire suppression actions upon natural and cultural resources.

**ii. Notification**

The County shall notify CPW of fire suspected on CPW Land within 24 hours of the County becoming aware of a fire or suspected fire.

**iii. Reporting**

The County shall input the Wildland Fire incident into NFIRS and shall provide CPW with geographic information systems data or a detailed map of the Wildland Fire perimeter.

**3. Management Objectives**

The management objectives of CPW are as follows:

**i. Prevention****a. Fire Use Restriction**

CPW will cooperate with the County in complying with Fire Use Restrictions and will notify the County if CPW determines that deviation from Fire Use Restrictions on CPW Land is warranted.

**b. Media**

The Parties may coordinate public fire prevention messages provided to the media.

**ii. Preparedness**

CPW may, in its sole discretion, develop fire management plans and/or emergency operations plans for CPW Land within the Wildland-urban interface to identify fire management objectives and levels of appropriate management

response that may affect Wildland Fire suppression. CPW regional staff or their designee may help participate in the formation of the County's AOP.

- iii. Mitigation
 

CPW will plan, prioritize and implement hazardous fuels reduction and defensible space projects, as funding allows, on CPW Land using recognized standards or best practices. CPW, in its sole discretion, will include fuels reduction and Wildland Fire prevention goals in habitat improvement projects in the Wildland Area-urban interface to the extent that CPW determines it possible.
- iv. Suppression
 

Wildland Fire suppression responsibilities on non-Federal Lands in Colorado are governed by CRS §29-22.5-103 and §30-10-~~5125~~13, which sets forth a hierarchy of local jurisdiction to County Sheriff to State of Colorado, with the DFPC being the lead state agency for Wildland Fire management.

  - a. Resource Advisor
 

CPW will coordinate on major suppression actions on CPW Land in accordance with CPW policy, directives, fire management plans, and/or emergency operations plans. Any use of mechanized and motorized equipment, including but not limited to bulldozers or graders, on CPW Land will be consistent with CPW's obligations, mission, and policies to protect the ecological sensitivity of species and wildlife habitat and cultural resources. To that end, CPW's appointed regional staff or their designee may act as the resource advisor and provide input to the Incident Commander or his/her designee in the development of fire suppression strategies and tactics that minimize or mitigate the expected impacts of fire and fire suppression actions upon species, habitat, wildlife, species and natural and cultural resources.
  - b. Reimbursement
 

CPW will make reimbursement funding available for the County for Wildfire Suppression Costs in accordance with §G.
  - c. Suppression
 

CPW regional staff or their designees may participate in and/or supervise Wildland Fire suppression on CPW Land to the extent stated in the County's AOP, particularly during initial suppression efforts.
- v. Reclamation
 

CPW is responsible for all reclamation activities designed to restore damage from suppression activities on CPW Land.
- vi. Rehabilitation
 

CPW is responsible for the cost of long term post-fire rehabilitation on CPW Land, including but not limited to restoration of habitat, and reducing threats of noxious weeds and erosion.

## **F. EMERGENCY AND MUTUAL AID RESOURCES**

In the event of Wildland Fires, emergency and mutual aid resources may be available from multiple nonprofit, local, state, and federal fire agencies pursuant to applicable cooperative agreements, mutual aid agreements, and AOPs. This IGA is not intended to affect, limit, or reduce any Party's access to, application for, or acquisition of any such other aid resources that may become available outside of this IGA.

## G. REIMBURSEMENTS TO THE COUNTY

### 1. Reimbursement

- i. CPW ~~may~~shall, in accordance with the provisions of this IGA, provide reimbursement to the County for certain costs the County incurs during the suppression of a Wildland Fire on CPW Land. The total amount of such reimbursement will be based on the overall cost of suppression efforts incurred during any such Wildland Fire and the ratio of CPW Land to non-CPW Land involved in the Wildland Fire. Costs ~~recoverable~~recovered through other mechanisms, including but not limited to the Wildlife Emergency Response Fund and the Colorado Firefighting Air Corps, and costs that the County or Sheriff incurs as the result of or during a State Responsibility Fire are not subject to reimbursement through this IGA.
- ii. To obtain reimbursement for eligible suppression costs, the Sheriff, the County, or both shall submit to DFPC a completed reimbursement request as provided in **Exhibit A**.
- iii. DFPC shall review each reimbursement request submitted in accordance with the provisions of this IGA and, if validated, pay the amount of approved reimbursement to the requesting Party.
- iv. The following are conditions precedent to approval of any reimbursement request:
  - a. The County shall have made notification and reporting as set forth in §E.2.ii and §E.2.iii.
  - b. DFPC receives the reimbursement request in the same State Fiscal Year in which the ~~costs~~Wildfire Suppression Costs, for which the County or Sheriff seek reimbursement, are incurred, or within thirty (30) days from when the Wildfire Suppression Costs were incurred, whichever is later.
  - c. The County or Sheriff provide documentation of costs in form and substance acceptable to the State.
  - d. CPW and DFPC validate the costs as reimbursable in accordance with the provisions of this IGA and as required by statute.

### 2. Maximum Amount

- i. The maximum amount payable over the entire term of this IGA by CPW pursuant to the Statute and this IGA is \$895,000. The actual amount payable arises on a discrete Wildland Fire incident per Fiscal Year basis. This amount is drawn from a pooled funding for all counties, including the County, who enter into a like intergovernmental agreement with the State pursuant to the CRS 24-33.5-1221. As such, the State will make reimbursements under the IGA or to other counties on a first-come, first-reimbursed basis, determined by date and time when DFPC receives a complete and acceptable reimbursement request pursuant to this IGA, until available funds are fully expended either in payment under this IGA or to other counties. CPW does not guarantee any minimum reimbursement or that there are funds available for any reimbursement under this IGA. Funding for reimbursement of Wildland Fire Suppression Costs derives from appropriations approved by the Colorado General Assembly for the purpose of this IGA, and payments under this IGA are limited to the unpaid obligated balance of such

appropriations, on a State Fiscal Year basis. The maximum amount payable by the State under this IGA during each State Fiscal Year for FY17-FY26 is \$89,500.

- ii. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, payments under this IGA beyond the State's current Fiscal Year ~~is-are~~ contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions in §M. If federal funds are used to fund this IGA, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this IGA shall be made only from available funds encumbered for this IGA, and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this IGA, the State may terminate this IGA immediately, in whole or in part, without further liability in accordance with the provisions hereof.
3. **Erroneous Payments**

At the State's sole discretion, the State may recover payments made to the County or Sheriff in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by County or Sheriff.

#### H. TERM

1. The Parties' respective performances under this IGA shall commence on the later of either the Effective Date or January 1, 2017. This IGA shall terminate on **June 30, 2026** unless sooner terminated or further extended as specified elsewhere herein. This IGA shall automatically terminate upon the date CRS §24-33.5-1221 is repealed if repealed.
2. CPW, at its sole discretion and upon written notice to the County and DFPC, may unilaterally extend the term of this IGA for a period not to exceed two months if the Parties are negotiating a replacement IGA at or near the end of ~~any-the~~ initial term ~~or renewal term~~. The provisions of this IGA in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement IGA is approved and signed by the Colorado State Controller.

#### I. REMEDIES

If any Party fails to perform as required under this IGA, any other Party may send notice of such non-performance as provided in ~~§KL~~. Such notice shall describe the non-performance, the action or actions the non-performing Party needs to take to cure the non-performance, and the date by when such action or actions need to occur. If the non-performing Party fails to cure the non-performance, the other Party or Parties may avail themselves of remedies available by law.

#### J. DISPUTE RESOLUTION

In the event of disputes concerning performance hereunder or otherwise related to this IGA, the Parties shall attempt to resolve them at the lowest staff level practicable. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the Director of CPW, the Director of DFPC, the Sheriff, and a representative of the County's

Board of Commissioners shall meet and attempt resolution. If this fails, a Party may seek judicial relief.

## **K. NOTICES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

### **CPW**

Matt Schulz  
Division of Parks and Wildlife  
6060 Broadway  
Denver, CO 80216  
303-291-7152  
Matt.Schulz@state.co.us

### **DFPC**

Director Mike Morgan  
690 Kipling Street, Suite 2000  
Lakewood, CO 80215  
303-239-5865  
Mike.Morgan@state.co.us

### **COUNTY**

Name-Person and/or Postition  
Department Name  
Address  
City, State Zip  
Phone  
Email

### **SHERIFF**

Name-Person and/or Postition  
Department Name  
Address  
City, State Zip  
Phone  
Email

## **L. GENERAL PROVISIONS**

### **1. Assignment and Subcontracts**

Each Party's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by any Party are subject to all of the provisions hereof.

### **2. Binding Effect**

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **3. Captions**

The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **4. CORA Disclosure**

To the extent not prohibited by federal law, this IGA ~~and the performance measures and standards under CRS §24-103.5-101, if any, are~~ subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

### **5. Counterparts**

This IGA may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

**6. Jurisdiction and Venue**

All suits or actions related to this IGA shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**7. Entire Understanding**

This IGA represents the complete integration of all understandings related to CRS §24-33.5-1221 between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

**8. Modifications**

**i. By the Parties**

Except as specifically provided in this IGA, modifications of this IGA shall not be effective unless agreed to in writing by the Parties in an amendment to this IGA, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this IGA, other than contract amendments, shall conform with the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS

**ii. By Operation of Law**

This IGA is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this IGA on the effective date of such change, as if fully set forth herein

**9. Order of Precedence**

The provisions of this IGA shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this IGA and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The Colorado Special Provisions
- ii. The provisions of the main body of the IGA
- iii. **Exhibit A** (Reimbursement Request)

**10. Severability**

Provided this IGA can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this IGA in accordance with its intent.

**11. Survival of Certain IGA Terms**

Notwithstanding anything herein to the contrary, provisions of this IGA requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable if any Party fails to perform or comply as required

**12. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or

services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. The County shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing the County for such taxes.

**13. Third Party Beneficiaries**

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this IGA are incidental to the IGA, and do not create any rights for such third parties.

**14. Waiver**

Waiver of any breach under a term, provision, or requirement of this IGA, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement

**M. COLORADO SPECIAL PROVISIONS**

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

**A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This IGA shall not be valid until it has been approved by the Colorado State Controller or designee.

**B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. 3. GOVERNMENTAL IMMUNITY.**

No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**D. 4. County shall perform its duties independently and not as an employee of the State.**

Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. Unemployment insurance benefits will be available to County and its employees and agents only if such coverage is made available by County or a third party. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this IGA. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. County shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**E. 5. COMPLIANCE WITH LAW.**

County shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. 6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this IGA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this IGA, to the extent capable of execution.

**G. 7. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this IGA or incorporated herein by reference shall be null and void.

**H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this IGA shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. County hereby certifies and warrants that, during the term of this IGA and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at law or in equity or under this IGA, including, without limitation, immediate termination of this IGA and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this IGA. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

SPs Effective 1/1/09

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS IGA

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

**\*\*Signatory avers to the State Controller or delegate that County has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules**

<p align="center"><b>COUNTY</b></p> <p align="center">INSERT-Legal Name of County</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor (for) Robert Randall, Executive Director Department of Natural Resources Colorado Division of Parks and Wildlife</p> <hr/> <p align="center">Signature**</p> <p>By: _____</p> <p>Date: _____</p>
<p align="center"><b>COUNTY SHERIFF</b></p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor (for) Mike Morgan, Director Department of Public Safety, Division of Fire Prevention and Control</p> <hr/> <p align="center">Signature</p> <p>By: _____</p> <p>Date: _____</p>

#### ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">Maggie Van Cleef, DNR Purchasing Director</p> <p>Date: _____</p>
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## BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

### 2016 Budget 3<sup>rd</sup> Quarter & Year End Supplemental November 15, 2016

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

**ISSUE:** Departments are requesting adjustments to the 2016 Budget appropriation for various projects or operational budgets. Additionally, staff completed a year-end expenditure analysis of the 2016 budget by fund and department. Funds or departments that are anticipated to exceed the current amended appropriations require a final supplemental in order to balance the fund or department budget before year-end.

**BACKGROUND:** Departments have identified and briefed several projects and/or requests to adjust the operating budgets through the 3<sup>rd</sup> quarter of 2016 that were not identified during the budget process prior to adoption. The county must also adjust appropriations before year end in certain funds and departments in order to account for increases in expenditures. For fiscal year 2016 there are three funds that require year-end related adjustments and amended appropriations.

**DISCUSSION:** The attached supplemental appropriation request outlines the various funds requiring 3<sup>rd</sup> quarter and year-end appropriation, the amount of the expenditure adjustments, and any applicable revenues or use of fund balance.

**FISCAL IMPACT:** This supplemental request will increase 2016 appropriations in the various funds by a total of \$18,700,955, which includes \$17,561,214 for 3<sup>rd</sup> quarter adjustments and \$1,139,741 for year-end adjustments. This supplemental request identifies \$2,378,951 in intra-county transfers and other revenues, and \$16,322,004 in use of fund balance from the respective funds. This supplemental request will also increase the authorized personnel count by 3.00 FTE and 1.50 GFP.

**RECOMMENDATIONS:** It is recommended that the Board of County Commissioners authorize the increase in appropriations to the 2016 amended budget and authorized personnel for the following funds: General, Capital Expenditures, Community Development, Contingent, Developmentally Disabled, Fleet, Head Start, Health, Insurance, Meadow Ranch Public Improvement, Open Space, Open Space Land Acquisition/Conservation, Patrol, Road and Bridge, Social Services, and Worker's Compensation.

**ORIGINATOR:**

Daniel Conway, Budget Manager

**CONTACTS FOR ADDITIONAL INFORMATION:**

Mary O'Neil, Budget & Risk Management Director

Holly Björklund, Finance & IT Director

**Supplemental Appropriation**  
**Resolution No. CC16-425 and MR16-003**  
**For Adoption on December 6, 2016**  
**Briefing: November 15, 2016**



**Purpose of Resolution:**

A resolution to amend the 2016 Budget. Additional detailed information is attached for your review and consideration.

Fund	Department - Division	Expenditure Amount	Use of Fund Balance	Offsetting Revenues/ Transfers	FTE	GFP	LTE
<b>General Fund</b>							
	County Manager - FACM	\$ (393,000)	\$ (393,000)	\$ -	-	-	-
	Development & Transportation - Transportation & Engineering	\$ 11,000	\$ 11,000	\$ -	-	-	-
	Human Services - Head Start	\$ 75,000	\$ 75,000	\$ -	-	-	-
	Parks - CSU Extension	\$ 15,000	\$ 15,000	\$ -	-	-	-
	Sheriff	\$ 16,398	\$ -	\$ 16,398	-	-	-
	Sheriff	\$ 27,900	\$ -	\$ 27,900	-	-	-
	Sheriff	\$ 26,486	\$ -	\$ 26,486	-	-	-
	Sheriff	\$ 72,402	\$ -	\$ 72,402	-	-	-
	Sheriff	\$ 27,950	\$ -	\$ 27,950	-	-	-
	Sheriff	\$ 65,009	\$ -	\$ 65,009	-	-	-
	Sheriff	\$ 40,000	\$ -	\$ 40,000	-	-	-
	Non-Departmental - Human Services	\$ (184,500)	\$ (184,500)	\$ -	-	-	-
<b>Capital Expenditures Fund</b>							
	County Manager - Various	\$ 4,300,000	\$ 4,300,000	\$ -	-	-	-
<b>Community Development Fund</b>							
	Human Services	\$ 888,450	\$ -	\$ 888,450	-	-	-
<b>Contingent Fund</b>							
	Development & Transportation - Road & Bridge	\$ 2,799,284	\$ 2,799,284	\$ -	-	-	-
<b>Developmentally Disabled Fund</b>							
	Human Services	\$ 1,095,000	\$ 1,095,000	\$ -	-	-	-
<b>Fleet Fund</b>							
	Deputy County Manager - Fleet Services	\$ 230,000	\$ -	\$ 230,000	-	-	-
<b>Head Start Fund</b>							
	Human Services - Head Start	\$ 52,867	\$ -	\$ 52,867	-	-	-
	Human Services - Head Start	\$ 15,989	\$ -	\$ 15,989	-	-	-
	Human Services - Head Start	\$ 75,000	\$ -	\$ 75,000	-	-	-
<b>Health Fund</b>							
	Public Health	\$ -	\$ -	\$ -	-	1.50	-
	Public Health - FACM	\$ (605,671)	\$ (605,671)	\$ -	-	-	-
<b>Insurance Fund</b>							
	Finance & IT - Risk Mgmt	\$ 227,112	\$ 227,112	\$ -	-	-	-
<b>Meadow Ranch Public Improv. Fund</b>							
	Meadow Ranch	\$ 90,000	\$ 90,000	\$ -	-	-	-
<b>Open Space Fund</b>							
	Parks - Open Space	\$ 6,500,000	\$ 6,500,000	\$ -	-	-	-
	Parks - Open Space	\$ 1,222,000	\$ 1,222,000	\$ -	-	-	-
	Parks - Open Space	\$ 1,100,000	\$ 1,100,000	\$ -	-	-	-
	Parks - Open Space	\$ 38,000	\$ 38,000	\$ -	-	-	-
<b>Open Space Land Acq./Cons. Fund</b>							
	Parks - Open Space	\$ 8,600	\$ 8,600	\$ -	-	-	-
<b>Patrol Fund</b>							
	Sheriff	\$ 25,000	\$ -	\$ 25,000	-	-	-
<b>Road &amp; Bridge Fund</b>							
	Development & Transportation - Road & Bridge	\$ 1,000,000	\$ -	\$ 1,000,000	-	-	-
<b>Social Services Fund</b>							
	Human Services - Social Services	\$ -	\$ -	\$ -	3.00	-	-
	Human Services - FACM	\$ (184,500)	\$ -	\$ (184,500)	-	-	-
<b>Worker's Compensation Fund</b>							
	Finance & IT - Risk Mgmt	\$ 24,179	\$ 24,179	\$ -	-	-	-

Fund Summary	Expenditure Amount	Fund Balance	Offsetting Revenues	FTE	GFP	LTE
General Fund	\$ (200,355)	\$ (476,500)	\$ 276,145	-	-	-
Capital Expenditures Fund	\$ 4,300,000	\$ 4,300,000	\$ -	-	-	-
Community Development Fund	\$ 888,450	\$ -	\$ 888,450	-	-	-
Contingent Fund	\$ 2,799,284	\$ 2,799,284	\$ -	-	-	-
Developmentally Disabled Fund	\$ 1,095,000	\$ 1,095,000	\$ -	-	-	-
Fleet Fund	\$ 230,000	\$ -	\$ 230,000	-	-	-
Head Start Fund	\$ 143,856	\$ -	\$ 143,856	-	-	-
Health Fund	\$ (605,671)	\$ (605,671)	\$ -	-	1.50	-
Insurance Fund	\$ 227,112	\$ 227,112	\$ -	-	-	-
Meadow Ranch Public Improv. Fund	\$ 90,000	\$ 90,000	\$ -	-	-	-
Open Space Fund	\$ 8,860,000	\$ 8,860,000	\$ -	-	-	-
Open Space Land Acq./Cons. Fund	\$ 8,600	\$ 8,600	\$ -	-	-	-
Patrol Fund	\$ 25,000	\$ -	\$ 25,000	-	-	-
Road & Bridge Fund	\$ 1,000,000	\$ -	\$ 1,000,000	-	-	-
Social Services Fund	\$ (184,500)	\$ -	\$ (184,500)	3.00	-	-
Worker's Compensation Fund	\$ 24,179	\$ 24,179	\$ -	-	-	-
<b>Total Appropriation</b>	<b>\$ 18,700,955</b>	<b>\$ 16,322,004</b>	<b>\$ 2,378,951</b>	<b>3.00</b>	<b>1.50</b>	<b>-</b>

**Supplemental Appropriation - 2016 Budget Amendment - 3rd Quarter & Year End**  
**Resolution No. CC16-425 and MR16-003**  
**For Adoption on December 6, 2016**  
**Briefing: November 15, 2016**

DEPARTMENT - Division	Briefing Date	Requested Expenditure	Source of Funding	Use of Fund Balance	Offsetting Revenues/ Transfer	Description/Nature of Expenditure	FTE	GFP	LTE
<b>GENERAL FUND</b>									
County Manager - FACM	9/19/16	\$ (393,000)	Unrestricted Fund Balance	\$ (393,000)	\$ -	De-appropriate COP projects currently budgeted in the General Fund. Projects have moved to the Capital Expenditures Fund.			
Development & Transportation - Transportation & Engineering	6/21/16	\$ 11,000	Unrestricted Fund Balance	\$ 11,000	\$ -	Flood Hazard Area Delineation (FHAD) study	-	-	-
Human Services - Head Start	6/21/16	\$ 75,000	Unrestricted Fund Balance	\$ 75,000	\$ -	Transfer to Head Start Fund to support Security Upgrades at Arvada Head Start			
Parks - CSU Extension	NA	\$ 15,000	Unrestricted Fund Balance/CTF	\$ 15,000	\$ -	Expenditure authority for CTF projects. Revenue previously budgeted - Administrative Clean-up	-	-	-
Sheriff	8/30/16	\$ 16,398	State grant	\$ -	\$ 16,398	Impaired Driving OT Grant Q1 and Q2 '16 - CDOT awarded JCISO grant funding for overtime to enforce impaired driving laws for first and second quarter of 2016.	-	-	-
Sheriff	8/23/16	\$ 27,900	State grant	\$ -	\$ 27,900	Impaired driving OT grant Q3'16 - Q2'17 - CDOT awarded JCISO grant funding for overtime to enforce impaired driving laws from third quarter of 2016 through second quarter of 2017.	-	-	-
Sheriff	8/9/16	\$ 26,486	Federal grant	\$ -	\$ 26,486	JCSO received a Byrne JAG grant award to purchase an automated license plate reader for the patrol division	-	-	-
Sheriff	8/30/16	\$ 72,402	Federal grant	\$ -	\$ 72,402	Fingerprint matcher - JCISO received a Byrne JAG grant award to replace an unserviceable fingerprint system with a BioGuard biometric fingerprint matcher	-	-	-
Sheriff	9/22/15	\$ 27,950	Federal grant	\$ -	\$ 27,950	VOCA awarded JCISO a one-time grant to purchase software to track victim services activities	-	-	-
Sheriff	10/27/15	\$ 65,009	Federal grant	\$ -	\$ 65,009	Increase DNA lab capacity	-	-	-
Sheriff	11/15/16	\$ 40,000	Insurance	\$ -	\$ 40,000	To repair damages to JCISO fleet and facilities due to hail storm in FY16	-	-	-
Non-Departmental - Human Services	9/19/16	\$ (184,500)	Unrestricted Fund Balance	\$ (184,500)	\$ -	De-appropriate General Fund Transfer to Social Services Fund for COP eligible projects. Projects to be funded by the Capital Expenditures Fund			
<b>Total General Fund</b>		<b>\$ (200,355)</b>		<b>\$ (476,500)</b>	<b>\$ 276,145</b>		-	-	-
<b>CAPITAL EXPENDITURES FUND</b>									
County Manager - Various	9/19/16	\$ 4,300,000	Unrestricted Fund Balance - COPs	\$ 4,300,000	\$ -	Increase budget in the Capital Expenditures Fund for multiple COP eligible projects	-	-	-
<b>Total Capital Expenditures Fund</b>		<b>\$ 4,300,000</b>		<b>\$ 4,300,000</b>	<b>\$ -</b>		-	-	-
<b>COMMUNITY DEVELOPMENT FUND</b>									
Human Services	NA	\$ 888,450	Federal Funding/Program Income	\$ -	\$ 888,450	Increase budget to more closely reflect 2016 expenditures. Expenditures are not fully budgeted as projects are multi-year. Program Income and Federal Funding fully offset these expenditures.	-	-	-
<b>Total Community Development Fund</b>		<b>\$ 888,450</b>		<b>\$ -</b>	<b>\$ 888,450</b>		-	-	-

**Supplemental Appropriation - 2016 Budget Amendment - 3rd Quarter & Year End**  
**Resolution No. CC16-425 and MR16-003**  
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DEPARTMENT - Division	Briefing Date	Requested Expenditure	Source of Funding	Use of Fund Balance	Offsetting Revenues/ Transfer	Description/Nature of Expenditure	FTE	GFP	LTE
<b>CONTINGENT FUND</b>									
<i>Development &amp; Transportation - Road &amp; Bridge</i>	10/26/16	\$ 2,799,284	Unrestricted Fund Balance	\$ 2,799,284	\$ -	Retaining wall projects damaged in flooding for funding from the Contingent Fund.	-	-	-
<b>Total Contingent Fund</b>		<b>\$ 2,799,284</b>		<b>\$ 2,799,284</b>	<b>\$ -</b>		-	-	-
<b>DEVELOPMENTALLY DISABLED FUND</b>									
<i>Human Services</i>	1/19/16	\$ 1,095,000	Unrestricted Fund Balance	\$ 1,095,000	\$ -	Increase expenditure authority to allow for full payment to the DDRC. Due to the assessed value increase, revenue generated were significantly higher than expenditures in the 2016 Adopted Budget. DDRC requested use of the additional revenues for operations as opposed to revenues flowing to fund balance.	-	-	-
<b>Total Developmentally Disabled Fund</b>		<b>\$ 1,095,000</b>		<b>\$ 1,095,000</b>	<b>\$ -</b>		-	-	-
<b>FLEET FUND</b>									
<i>Deputy County Manager - Fleet Services</i>	11/15/16	\$ 230,000	Insurance	\$ -	\$ 230,000	To repair county vehicles damaged by hail storm	-	-	-
<b>Total Fleet Fund</b>		<b>\$ 230,000</b>		<b>\$ -</b>	<b>\$ 230,000</b>		-	-	-
<b>HEAD START FUND</b>									
<i>Human Services - Head Start</i>	5/31/16	\$ 52,867	Federal Grant	\$ -	\$ 52,867	Head Start Cost of Living Adjustment (COLA)	-	-	-
<i>Human Services - Head Start</i>	5/31/16	\$ 15,989	Federal Grant	\$ -	\$ 15,989	Arvada Head Start Playground Upgrades	-	-	-
<i>Human Services - Head Start</i>	6/21/16	\$ 75,000	Transfer from General Fund	\$ -	\$ 75,000	Arvada Head Start Security Upgrades	-	-	-
<b>Total Head Start Fund</b>		<b>\$ 143,856</b>		<b>\$ -</b>	<b>\$ 143,856</b>		-	-	-
<b>HEALTH FUND</b>									
<i>Public Health</i>	10/25/16	\$ -	State Grant	\$ -	\$ -	1.50 FTE-GFP to support "Communities That Care" grant.	-	1.50	-
<i>Public Health - FACM</i>	9/19/16	\$ (605,671)	Unrestricted Fund Balance	\$ (605,671)	\$ -	De-appropriate COP projects currently budgeted in the Health Fund. Projects have moved to the Capital Expenditures Fund.	-	-	-
<b>Total Health Fund</b>		<b>\$ (605,671)</b>		<b>\$ (605,671)</b>	<b>\$ -</b>		-	<b>1.50</b>	-
<b>INSURANCE FUND</b>									
<i>Finance &amp; IT - Risk Mgmt</i>	NA	\$ 227,112	Unrestricted Fund Balance	\$ 227,112	\$ -	General Liability and Crime Insurance. Unanticipated claims	-	-	-
<b>Total Insurance Fund</b>		<b>\$ 227,112</b>		<b>\$ 227,112</b>	<b>\$ -</b>		-	-	-
<b>MEADOW RANCH PUBLIC IMPROV. FUND</b>									
<i>Meadow Ranch</i>	8/10/16	\$ 90,000	Unrestricted Fund Balance	\$ 90,000	\$ -	Additional principal payment in FY16 to accelerate debt schedule from 5 years to 3 years	-	-	-
<b>Total Meadow Ranch Public Improv. Fund</b>		<b>\$ 90,000</b>		<b>\$ 90,000</b>	<b>\$ -</b>		-	-	-

**Supplemental Appropriation - 2016 Budget Amendment - 3rd Quarter & Year End**  
**Resolution No. CC16-425 and MR16-003**  
**For Adoption on December 6, 2016**  
**Briefing: November 15, 2016**

DEPARTMENT - Division	Briefing Date	Requested Expenditure	Source of Funding	Use of Fund Balance	Offsetting Revenues/ Transfer	Description/Nature of Expenditure	FTE	GFP	LTE
<b>OPEN SPACE FUND</b>									
<i>Parks - Open Space</i>	6/28/16	\$ 6,500,000	Unrestricted Fund Balance	\$ 6,500,000	\$ -	Land Acquisitions - Indigna, Delores/Wright, White Ranch Park, Douglas Mountain, South Table Mountain-Sedita, and Consolidated Mutual Agreements	-	-	-
<i>Parks - Open Space</i>	6/28/16	\$ 1,222,000	Unrestricted Fund Balance	\$ 1,222,000	\$ -	Land Acquisitions - Kohlin/Lamb	-	-	-
<i>Parks - Open Space</i>	6/28/16	\$ 1,100,000	Unrestricted Fund Balance	\$ 1,100,000	\$ -	Local grants/Applewood Golf Course	-	-	-
<i>Parks - Open Space</i>	6/28/16	\$ 38,000	Unrestricted Fund Balance	\$ 38,000	\$ -	Purchase of multi-purpose utility vehicle - Clear Creek Canyon Peaks to Plains trail	-	-	-
<b>Total Open Space Fund</b>		<b>\$ 8,860,000</b>		<b>\$ 8,860,000</b>	<b>\$ -</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>OPEN SPACE LAND ACQU./CONS. FUND</b>									
<i>Parks - Open Space</i>	NA	\$ 8,600	Unrestricted Fund Balance	\$ 8,600	\$ -	Funds to be expended/dispursed per IGA. Escrow fund will close on 12/31/2016	-	-	-
<b>Total Open Space Land Acqu./Cons. Fund</b>		<b>\$ 8,600</b>		<b>\$ 8,600</b>	<b>\$ -</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>PATROL FUND</b>									
<i>Sheriff</i>	11/15/16	\$ 25,000	Insurance	\$ -	\$ 25,000	To repair damages to JCSO fleet and facilities due to hail storm in FY16	-	-	-
<b>Total Patrol Fund</b>		<b>\$ 25,000</b>		<b>\$ -</b>	<b>\$ 25,000</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>ROAD AND BRIDGE FUND</b>									
<i>Development &amp; Transportation - Road &amp; Bridge</i>	9/19/16	\$ 1,000,000	Transfer from Capital Expenditures Fund	\$ -	\$ 1,000,000	Purchase of R&B Heavy Equipment - COPs	-	-	-
<b>Total Road And Bridge Fund</b>		<b>\$ 1,000,000</b>		<b>\$ -</b>	<b>\$ 1,000,000</b>		<b>-</b>	<b>-</b>	<b>-</b>
<b>SOCIAL SERVICES FUND</b>									
<i>Human Services - Social Services</i>	4/12/16	\$ -	N/A	\$ -	\$ -	FTEs dedicated to support mandatory reporting of abuse/neglect, mistreatment, and exploitation of at-risk adults with intellectual and developmental disabilities.	3.00	-	-
<i>Human Services - FACM</i>	9/19/16	\$ (184,500)	Transfer from General Fund	\$ -	\$ (184,500)	De-appropriate COP projects currently budgeted in the Social Services Fund, Projects have moved to the Capital Expenditures Fund.	-	-	-
<b>Total Social Services Fund</b>		<b>\$ (184,500)</b>		<b>\$ -</b>	<b>\$ (184,500)</b>		<b>3.00</b>	<b>-</b>	<b>-</b>
<b>WORKER'S COMPENSATION FUND</b>									
<i>Finance &amp; IT - Risk Mgmt</i>	11/15/16	\$ 24,179	Unrestricted Fund Balance	\$ 24,179	\$ -	Unanticipated Worker's Compensation self-insurance claims	-	-	-
<b>Total Worker'S Compensation Fund</b>		<b>\$ 24,179</b>		<b>\$ 24,179</b>	<b>\$ -</b>		<b>-</b>	<b>-</b>	<b>-</b>

**Supplemental Appropriation - 2016 Budget Amendment - 3rd Quarter & Year End**  
**Resolution No. CC16-425 and MR16-003**  
**For Adoption on December 6, 2016**  
**Briefing: November 15, 2016**

DEPARTMENT - Division	Briefing Date	Requested Expenditure	Source of Funding	Use of Fund Balance	Offsetting Revenues/ Transfer	Description/Nature of Expenditure	FTE	GFP	LTE
TOTAL ALL FUNDS		\$ 18,700,955		\$ 16,322,004	\$ 2,378,951		3.00	1.50	-

## BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

### First Amendment to Construction Contract with T-Bone Construction, Inc. Relating to the 15 Acre Infrastructure Development November 15, 2016

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** Consideration of a contract amendment to increase the contract price for the Construction Contract between the County and T-Bone Construction relating to infrastructure development on the vacant 15 acres located at the southwest corner of Wadsworth Parkway and Metro Airport Avenue.

**BACKGROUND:** On April 25, 2016, the County entered into a Construction Contract with T-Bone Construction Inc. to complete the development of infrastructure on a vacant 15 acre piece of land in order to fulfill the County's obligations under leases with 7-Eleven and Arby's. The contracted price for the work was \$595,200.66, which was the lowest bid.

**DISCUSSION:** Early in the project the County needed additional dirt work completed to prepare the entire 15 acre site to receive additional dirt because the full 15 acre development will still require importing large amount of fill. T-Bone's pricing for the dirt work was favorable, so the County elected to exercise the option to add the dirt work to the contract in the amount of \$49,250. In addition, several other additions need to be made to the contract which exceed the County Representative's change order authority. This includes an increase in the contract price for additional work which addresses changes from the Bid Set to the Permit Set plans which were still being approved by the City and County of Broomfield when the bidding process was completed and the increased costs due to changes in the sewer manhole cover specifications. The total value of the amended contract with T-Bone will be \$717,299, an increase of \$122,099 of which approximately \$50,000 is due to additional work being added to the contract.

**FISCAL IMPACT:** This will not change the total budgeted amount of the project this year. The budget will continue to be \$900,000.

**RECOMMENDATIONS:** Approve a first amendment to the construction contract between Jefferson County and T-Bone Construction, Inc. to increase the contract price by \$122,099. The item will be placed on the business consent agenda at a future public hearing.

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

**CONTACTS FOR ADDITIONAL INFORMATION:**

Kourtney Hartmann, County Attorney, ext 8964

Jeanie Rossillon, Director of Development and Transportation, ext 8575

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER****15 Acre Airport Parcel Infrastructure Construction Contract  
May 3, 2016** For Information For Discussion/Approval  
Prior to Future Hearing For Action

**ISSUE:** Approval of a construction contract to complete the infrastructure to develop the vacant 15 acre parcel located at the southwest corner of Wadsworth Parkway and Metro Airport Avenue.

**BACKGROUND:** This is the site of the existing 7-Eleven Lease Agreement. These infrastructure improvements are necessary to fulfill the County's obligations under the existing lease. In addition, this will provide improvements to the pending Arby's lease as well as an unleased third parcel. A briefing of the overall development was presented on April 5, 2016, with instructions to bring back individual contracts as they are completed.

**FISCAL IMPACT:** \$595,200.66 is the not-to-exceed amount bid by the contractor. On February 9, 2016, the Board of County Commissioners gave verbal approval of a 2016 budget supplemental of not to exceed \$700,000 to fund this project.

**RECOMMENDATIONS:** Approve the construction contract between Jefferson County and T-Bone Construction, Inc. for completion of infrastructure improvements to the 15 acre parcel at the Airport located at the southwest corner of Wadsworth Parkway and Metro Airport Avenue in an amount not to exceed \$595,200.66. The request will include standard change order authority as well.

**ORIGINATOR:** Jeanie Rossillon, Director of Development and Transportation

**CONTACTS FOR ADDITIONAL INFORMATION:** Kourtney Hartmann, County Attorneys' Office; Bryan Johnson, Airport Director

**CONSTRUCTION CONTRACT**  
(Airport 15-Acre Parcel Infrastructure)

**THIS CONSTRUCTION CONTRACT** (this “Contract”), dated for reference purposes only this 25th day of April, 2016, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **T-BONE CONSTRUCTION, INC.** (the “Contractor”).

**RECITALS**

A. The County distributed an invitation for bid number 6114H-JA for the services of a contractor to construct certain infrastructure improvements to support the development of a 15 acre vacant piece of land located at the Rocky Mountain Metropolitan Airport at the intersection of Wadsworth Parkway and Metro Airport Avenue all as more fully set forth in the bid package. The bid package and all addenda and attachments, including all plans and specifications shall be collectively referred to as the “Bid.”

B. The County has engaged Enertia Consulting Group, LLC (the “Engineer”) as a consultant to prepare the plans and specifications for the infrastructure improvements for the vacant 15-acre parcel of land (the “Project”) and otherwise determine that the Work has been completed in accordance with the plans. The “Project Plans and Specifications” shall include the Metropolitan Airport East Filing No. 1 Replat A Civil Construction Documents dated March 25, 2016, including the Additional Technical Conditions for Earthwork, Wet Utilities and Surface Improvements, the Geotechnical and Pavement Sections dated January 21, 2016 prepared by Ground Engineering, and the General Ecological Resources Survey prepared by Western Environment and Ecology, Inc. dated November 18, 2014, all as amended from time to time.

C. The Contractor submitted a bid for the Project which is advantageous to the County, considering price and other factors.

D. The County desires to award the work to the Contractor including the work identified in the Project Plans and Specifications as bid in the Base Bid and including Bid Alternates A and B only in accordance with the terms of this Contract.

**AGREEMENT**

**NOW, THEREFORE**, for and 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 Contractor agree as follows:

1. **CONTRACT DOCUMENTS**. The “Contract Documents” shall consist of the following:

(A) This Contract;

- (B) The Bid;
- (C) The Contractor's Bid dated April 14, 2016, attached hereto as Exhibit A;
- (D) The Project Plans and Specifications; and
- (E) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County's plans and specifications included in the Bid and the Contractor's Bid, the County's Bid documents shall control.

2. **STATEMENT OF WORK.**

(A) The Work. The Contractor shall furnish all the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Work"). The Contractor warrants that it is fully qualified to perform the Work in accordance with the professional standards of the industry and shall perform the Work in a first-class, workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Contract.

(C) Access. The County, the Engineer and their representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Contract and quality of workmanship and material. Portions of the site beyond areas on which the Work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations at all times during performance of the Work.

(D) Inspection. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The County Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing as more particularly set forth in Paragraph 13 below (Uncovering of Work). The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the County Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Contract, including, without limitation, the cost to replace any materials, to re-perform or to reconstruct as more particularly set forth in Paragraph 14 below (Correction of Work).

(E) Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus

material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the County may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

(F) Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the County.

(H) Coordination with Engineer. The County has a separate Contract with the Engineer to design the Project and to provide Contract administration services necessary to ensure that the Work conforms to the Contract Documents prepared by the Engineer. Both the Contractor and the Engineer shall be given direction by the County, or the County's designated and authorized representative(s) as more particularly described below. The relationship between the Contractor and the Engineer is intended to be cooperative and proactive, with both participating on the same team with the County. The Contractor covenants with the County to utilize the Contractor's best skills, efforts, and judgment and to fully cooperate with the Engineer in furthering the interest of the County regarding the Project. Further, the Contractor covenants to furnish comprehensive and efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in the best, most expeditious and most economical manner consistent with the interests of the County.

(I) Relationships. The Contract Documents shall not be deemed to create any contractual relationship between the Engineer and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the County, the Engineer or Contractor which does not otherwise exist without regard to the Contract Documents.

### 3. REVIEW AND INTERPRETATION.

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer and the County any error, inconsistency, or omission that may be discovered and shall obtain specific written instructions from the Engineer and the County before proceeding with the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved drawings, specifications, instructions, shop drawings, product data, or samples for such portion of the Work.

If the Contractor or any of its subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the Contractor shall promptly notify the Engineer and the County in writing, and any necessary changes shall be accomplished by appropriate Change Order (as defined in Section 20 below) or other means of resolution.

If the Contractor or any of its subcontractors of any tier perform any work with knowledge or reason to know that it is contrary to such laws, statute, building codes, ordinances, rules, or regulations, and does not notify the Engineer and the County as required in this Section, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable to such Work.

If labor, materials or equipment, although not described by the drawings or specifications, is required to successfully complete the Work and can reasonably be inferred by competent contractors by virtue of common knowledge or customary practice in the construction industry from the Contract Documents as being necessary to produce the intended result, the Contractor shall perform that work or provide the materials or equipment as if they were specified at no additional cost.

The Contractor, before commencing work, shall verify all governing dimensions, and shall examine all adjoining work on which its Work is in any way dependent. No disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless written notice of the same has been filed by the Contractor and agreed to in writing by the Engineer and the County Representative before the Contractor begins any part of the affected Work.

4. **AUTHORIZED REPRESENTATIVES.** The County designates the Bill Branyan with Surf Fore, LLC and Aubrey McGonigle as the "County Representative." The Contractor designates Joseph Opyd, Vice President as the "Contractor Representative." The Contractor Representative shall have the authority to bind the Contractor with respect to the Work and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County of the status of the Work and for assuring frequent and effective communication with the County, and agrees to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The Contractor shall not replace the Contractor Representative, the Contractor's Representative unless: (a) the County requests a replacement or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County Representative shall be the sole judge of the acceptability of the Work by the Contractor and the sufficiency of the supporting data submitted by the Contractor.

Failure of the Engineer or the County's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the County or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

5. **PERIOD OF PERFORMANCE.** The Contractor shall provide the County acceptable certificates of insurance and bonds, within ten (10) calendar days from the date of Contract execution. The Contractor shall begin the Work on or before the date set forth in the notice to proceed (the "Start Date") and shall fulfill all of its obligations within seventy (70) calendar days from the notice to proceed (the "Completion Date") (together, the "Contract Time").

All time limits are of the essence in this Contract. No Work shall be performed by the Contractor until a notice to proceed is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance and bonds.

6. **CONTRACTOR'S PROJECT SCHEDULE.**

(A) Prior to commencing the Work, the Contractor shall provide to the County Representative for approval, a bar chart schedule in MS Project format (the "Project Schedule") covering the duration of the Work, beginning with notice to proceed and concluding with Substantial Completion. The following guidelines must be met:

- (1) The bar chart shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work.
- (2) Each activity shall contain only the Work of a single trade or subcontractor.
- (3) Each activity shall be less than ten (10) working days in duration. Design, procurement and material delivery and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding ten (10) working days in duration shall be separated into two or more individual activities of less than eleven (11) working days by area, type of work, etc., to allow for effective monitoring of the Work.
- (4) Each activity shall include a description of the Work, original duration, contractor or subcontractor performing the Work (responsibility coding), cost of performing the Work, and the activity's relationship to other activities. Where the project has specific phases or milestone requirements, activities shall be coded to indicate phase or milestone. The sum of the cost loading for all activities shall equal the Contract Price as stated in this Contract.

(B) Schedule updating shall be done on a monthly basis. The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents.

(C) All costs associated with the development and maintenance of the schedule shall be borne by the Contractor.

(D) The Contractor shall submit a preliminary bar chart schedule within five (5) working days of the notice to proceed. The County shall review the preliminary bar chart and return comments to the Contractor within five (5) working days. The Contractor shall have five (5) working days to revise the schedule and return it to the County for review. The five (5)

working day revise and review cycles shall continue until an acceptable schedule is received by the County.

(E) The County's review of the Project Schedule is for compliance with this paragraph of the Contract and other contractual requirements. Acceptance by the County of the Contractor's Project Schedule does not relieve the Contractor of complete responsibility for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the period of performance requirements, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.

(F) The Project Schedule shall be reviewed by the County on a monthly basis throughout the term of the Contract and until Substantial Completion. The Contractor shall meet with the County each month at a Schedule Update meeting to review actual progress made through the date of the Schedule Update, including dates activities started and/or completed, and the percentage of Work completed on each activity started and/or completed.

(G) If, in the judgment of the County, the Contractor fails or refuses to provide a Project Schedule Update or revision as specified herein, the Contractor shall be deemed to have not provided the required estimates upon which progress updates or revisions may be made, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Schedule Update to the satisfaction of the County.

(H) Project Schedule Revision.

(1) Updating the Project Schedule to reflect actual progress made up to the date of a Schedule Update shall not be considered a revision to the Project Schedule.

(2) If, as a result of the monthly Schedule Update, it appears the Project Schedule no longer represents the actual prosecution and progress of the Work, the County will request, and the Contractor shall submit, a revision to the Project Schedule.

(3) The Contractor may also request reasonable revisions to the Project Schedule in the event the Contractor's planning for the Work is revised.

(I) The Project Schedule may be used as a tool in analyzing any requests for the extension of the Completion Date due to changes in the Work. Additional time will be added to the Contract Time only if the activities involved will affect the project's Contract Time because of the criticality of the activities changed or altered.

(J) On a weekly basis, the Contractor shall provide the County a two-week look ahead schedule (in a form approved by the County) to detail upcoming Work.

7. **UNUSUALLY SEVERE WEATHER CONDITIONS.**

(A) It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were "unusually severe," would not have been reasonably anticipated, and that such conditions adversely affected the Contractor's Work and thus required additional time to complete the Work.

(B) The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration ("NOAA") or similar data for the geographic location of the project.

**MONTHLY ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:**

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	=	<u>Total</u>
(7)	(4)	(4)	(4)	(6)	(3)	(4)	(2)	(3)	(3)	(4)	(5)		49 days

(C) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon the Start Date indicated in the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted) unless an approved construction schedule or written authorization from the County indicates otherwise. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

(D) An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the County Representative in writing if Work can not proceed on a given date, within two (2) calendar days of that date. The County will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

(E) At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a Change Order will be executed which increases the Contract Time.

(F) The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the County shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

8. **PRICE AND PROGRESS PAYMENTS.** The County shall pay the Contractor a sum not-to-exceed Five Hundred Ninety-Five Thousand, Two Hundred Dollars and Sixty-Six Cents (\$595,200.66) for the completion and performance of the Work approved and accepted by the County in accordance with the Contractor's Bid attached as Exhibit A (the "Contract Price") in accordance with the following schedule:

(A) if the Contractor is satisfactorily performing the Contract, and provided the required schedule updates have also been submitted and approved, the County shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.

(B) the County shall retain the Retained Amount until the Final Acceptance (as defined in Paragraph 9 below). If the Contractor has completed the Work in a manner finally acceptable to the County, the County may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the County and the Contractor, as applicable, shall comply with Paragraph 8 of this Contract.

(C) the Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the County to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the County Representative. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the County.

The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the County upon reasonable notice.

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between County and Contractor.

9. **FINAL INSPECTION; FINAL PAYMENT.**

(A) **Final Inspection.** The Contractor shall notify the County and the Engineer when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the County's receipt of the Letter of Completion, the County Representative and the Engineer shall make a final inspection to determine whether the Work has been completed in accordance with this Contract and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the County within ten (10) calendar days after receipt of the Punchlist. If any defects cannot be corrected within ten (10) working days, the Contractor shall correct such defects promptly and with due diligence. The Contractor shall also deliver to the County all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the County with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

(B) **Final Payment.** Upon satisfactory completion of the Work, including all Punchlist items, the County Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Final Payment, including the retained portion of any progress payments, shall not be made until the County Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The County shall condition publication and final settlement upon receipt of any duly executed Consent of Surety Letter(s). Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), Final Payment shall be made in full.

10. **TIME EXTENSIONS AND COMPENSATION FOR DELAY.**

(A) If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this paragraph.

(B) Evaluation of all time extension requests shall be based upon the bar chart schedule submitted to the County by the Contractor.

(C) The following words shall have the meaning set forth below:

- (1) "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.
- (2) "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the County or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
- (3) "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the County, its agents, employees or contractors, including the County's Representative.
- (4) "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

(D) An adjustment in the Completion Date for delay on a particular date shall be made under this paragraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay.

(E) An adjustment in Contract Price for delay on a particular date shall be made under this paragraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay.

(F) An adjustment in Contract Price shall be made under this paragraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the County be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.

(G) The Contractor shall notify the County as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the County not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after

the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

11. **COUNTY'S RIGHT TO STOP THE WORK.**

(A) If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the County, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. This right of the County to stop the Work, however, shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

(B) The County may order the Contractor in writing to suspend all or any part of the Work for such period of time as the County may determine to be appropriate for the County's convenience.

(C) Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.

(D) If the County pursuant to subparagraph (B) suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price pursuant to Paragraph 10 (Time Extensions and Compensation for Delay). No such adjustment shall be made if the County pursuant to subparagraph (A) suspends the performance of all or any part of the Work.

12. **COUNTY'S RIGHT TO CARRY OUT THE WORK.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for the County's consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

13. **UNCOVERING OF WORK.**

(A) If any portion of the Work should be covered contrary to the request of the County or contrary to requirements specifically expressed in the Contract Documents, it must, if required in writing by the County be uncovered for its observation and shall be replaced at the Contractor's expense.

(B) If any other portion of the Work has been covered, the County may request to see such Work and the Contractor shall uncover it. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the County by appropriate Change Order. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the County caused this condition, in which event the County shall be responsible for the payment of such costs.

#### 14. CORRECTION OF WORK.

(A) The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.

(B) The Contractor shall promptly correct all Work rejected by the County or the Engineer as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the County's additional services made necessary thereby. This obligation shall survive termination of the Contract. The County or the Engineer shall give such notice promptly after discovery of the condition.

(C) The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the County waives removal.

(D) If the Contractor fails to correct defective or non-conforming Work, the County may correct it in accordance with Paragraph 12 (County's Right to Carry Out the Work).

(E) If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the County, the County may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the County, upon ten additional days' written notice, may sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the County's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and

an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

(F) The Contractor shall bear the cost of making good all work of the County or separate contractors destroyed or damaged by such correction or removal, unless in the County's sole discretion, the County agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

15. **DEFAULT AND DAMAGES.** If the Contractor fails to comply with any provision of the Contract Documents, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the County because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the County may terminate this Contract and the Contractor's right to proceed hereunder. If the County terminates this Contract under this paragraph, the Contractor may, at the option of the County, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the County for services acceptable to the County from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

16. **LIQUIDATED DAMAGES.** Time is of the essence in completing the Work. In the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to delays in completion of the Work. However, the County has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, departmental and public inconvenience and additional contract administration costs. Therefore, for each and every day of delay past the Completion Date (including and, as adjusted by, time extensions) of this Contract, the Contractor will be liable to the County, as liquidated damages (and not as a penalty), in the amount of One Thousand Dollars and No/100 (\$1,000.00) for each and every calendar day the Contractor is at fault for the delay. The County reserves the right to deduct said liquidated damages from any amount due the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

17. **CONSTRUCTION DEFECT ACTION REFORM ACT.** The County and the Contractor agree that this Contract, the Work performed hereunder and the rights and remedies of each party shall be governed by the terms of this Contract, and shall not be subject to the Construction Defect Action Reform Act, C.R.S. §§ 13-20-801 et seq.

18. **KNOWLEDGE OF THE WORK.** Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any

misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents. The selection of materials and equipment for the Work shall be in accordance with the Contract Documents and the laws of Colorado.

19. **SAFETY.** The Contractor shall perform the Work in compliance with the requirements of the United States Occupational Safety and Health Act.

20. **CHANGES IN THE WORK.** The County Representative may from time to time, by written notice to the Contractor, extend the Start or Completion Date or make changes in the Work necessary or convenient to accomplish the purpose intended by this Contract. The County Representative shall have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process administrative change orders affecting the Contract Price or quantity of work to be performed. All other changes to this Contract must be made by contract amendments. The Contractor shall not commence any changed or increased work prior to receipt of a duly executed change order or contract amendment unless directed by the County as provided herein. Except as provided below, the County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the County requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the County an estimate of the cost for the additional compensable work, then the County shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Contract.

21. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services, unless specifically authorized by the County Representative, his delegate or the Board of County Commissioners.

22. **TERMINATION.** The County reserves the right to terminate this Contract, for its convenience or the convenience of others in whole or in part, with or without cause, by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to

termination and satisfactorily performed. The provisions of Paragraph 15 will apply in the event of termination by the County for default by the Contractor.

23. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the County Representative. Prior to commencing any Work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Contract. The Contractor shall be responsible for coordination of the Work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Contract so far as applicable. This Contract is voidable by the County if subcontracted by the Contractor without the express written consent of the County.

24. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

25. **INDEMNIFICATION, INSURANCE, BONDS AND GUARANTEES.**

(A) **Indemnification.** The Contractor agrees to and does indemnify and hold the County and its agents and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses, including attorney's fees, relating to or arising out of any act or omission of the Contractor and its employees, agents, subcontractors or consultants relating to the Work.

(B) **Insurance.** The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor shall provide certificates evidencing such coverage to the County Representative prior to commencing the Work and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County,

the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

(C) Performance and Payment Bonds. The Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the County. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the County prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

(D) Guarantee. The Contractor guarantees the Work against defects in workmanship and materials for a period of two (2) years commencing on the Substantial Completion (the "Guarantee Period"). The Contractor shall also assign to the County any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Guarantee Period in accordance with the Contract and without expense to the County. If the Contractor fails to proceed promptly in accordance with these guarantees, the County may have the work performed at the expense of the Contractor. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, drawings and other services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct errors, omissions, or other deficiencies that occur.

"Substantial Completion" of the Work or designated portion thereof shall mean the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

(E) Bonds and Certificates of Insurance. All bonds, certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor prior to commencement of the Work to:

Rocky Mountain Metropolitan Airport  
11755 Airport Way  
Broomfield, CO, 80021  
Attn: Aubrey McGonigle

Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance and bonds have been accepted by the County.

26. **EQUAL EMPLOYMENT OPPORTUNITY; USE OF COLORADO LABOR; ILLEGAL ALIENS.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by Contractor. The term “Colorado labor” means any person who is a resident of the State of Colorado at the time of employment. The Contractor shall not knowingly employ unauthorized or illegal aliens to perform any portion of the Work, and shall comply with the provisions of the Immigration Reform and Control Act of 1986.

27. **OFFICIALS NOT TO BENEFIT.** No elected or employed member of County government shall directly or indirectly be paid or receive any share or part of this Contract or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract.

28. **SALES TAX EXEMPTION.** The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

29. **APPROPRIATION.**

(A) As of the date of execution of this Contract, and for the express purpose of complying with the County’s financial obligations hereunder, the County has appropriated funds equal to or in excess of the Contract Price. The County will not issue a Change Order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(B) The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County’s fiscal year is currently the calendar year.

30. MISCELLANEOUS PROVISIONS.

(A) Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado and venue for any action shall be in the County of Jefferson, State of Colorado.

(B) Assignability. This Contract is voidable by the County if assigned by the Contractor without the prior written consent of the County.

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

(D) Notices.

(i) "Key Notices" under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (A) confirmed electronic transmission (as defined in subsection (ii) 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, (B) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (C) 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 30(D)(i)(B) or 30(D)(i)(C) 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:

The Contractor:

T-Bone Construction, Inc.  
1310 Ford Street  
Colorado Springs, Colorado 80915  
Tel: (719) 570-1456  
Email: joe.opyd@tboneconstruction.com

The Engineer:

Enertia Consulting Group, LLC  
Attn: Bonner Gilmore  
1529 Market Street, Suite 200,  
Denver CO 80202  
Tel: (720) 473-3131  
Email: bonner.gilmore@enertiagc.com

The County:  
11755 Airport Way  
Broomfield, CO, 80021  
Tel: (303) 271-4850  
Email: amcgonig@jeffco.us

and

Bill Branyan  
Surf Fore, LLC  
1529 Market Street, Suite 200,  
Denver CO 80202  
Tel: (303) 884-5115  
Email: wrb@urbanfrontier.com

with a copy to:  
Jefferson County Attorney  
100 Jefferson County Parkway, #5500  
Golden, Colorado 80419  
Tel: (303) 271-8900  
E-mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(ii) Electronic Transmissions. The parties agree that: (A) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (B) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (C) 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.

(E) Compliance with the Laws. The Contractor 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 or the conduct of the Work and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

(F) County's Ownership of Documents. Any data, reports, drawings, documents or other things or information provided by the County to the Contractor during the performance of the Work and any reports, drawings or other writings required under this Contract to be produced by the Contractor shall be and remain the sole property of the County at all times. The Contractor shall return or provide to the County all data, reports, drawings, documents or other things by the Completion Date and before payment of the Contract Price.

(G) Documents on Site. The Contractor shall maintain at the site for the County one (1) record copy of all drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record all changes made during construction. The reference record drawings will be reviewed monthly by the County for acceptability. If, in the judgment of the County, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

(H) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

(I) Waiver. No term or condition of this Contract 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.

(J) Counterparts. This Contract 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.

(K) Electronic Signatures. The parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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

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

**JEFFERSON COUNTY  
STATE OF COLORADO**

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

STATE OF COLORADO  
COUNTY OF JEFFERSON

This Construction Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Libby Szabo, Chairman of the Jefferson County Board of County Commissioners, State of Colorado.

Witness my hand and official seal.  
My Commission expires: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

**CONTRACTOR:**

**T-BONE CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Joseph Opyd, Vice President

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

This Construction Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph Opyd as Vice President of T-Bone Construction, Inc.

Witness my hand and official seal.

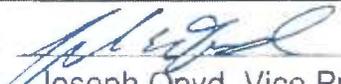
My Commission expires: \_\_\_\_\_

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

**EXHIBIT A**

**BID SHEET**

**Bidder Information**

Company Name: T-Bone Construction, inc. EIN: 84-1226775  
 Company Name as filed with the Secretary of State, if corporate entity: T-Bone Construction, Inc.  
 (Colorado Secretary of State Website, for reference purposes, is <http://www.sos.state.co.us/> )  
 Phone Number: 719.570-1456 Fax Number: 719-591-5217  
 Company Address: 1310 Ford Street  
Colorado Springs, CO 80915  
 Authorized Signature:   
 Printed Name and Title: Joseph Opyd, Vice President  
 E-mail Address: joe.opyd@tboneconstruction.com  
 Date: 4/14/16

**Base Bid**

Bidding \$ 592,580.66 Total amount not to exceed for all labor, equipment and materials required for the goods and/or services as specified herein.

**Bid Alternates**

Bid Alternates will be reviewed and accepted or rejected at the County's option. Coordinate related Work and modify surrounding Work as required.

- Bid Alternate A - Bidding \$ 1,400.00 additional added amount to the Base Bid Amount for **Sign Demolition.**
- Bid Alternate B - Bidding \$ 1,220.00 additional added amount to the Base Bid Amount for **Misc. Demolition-Culverts.**
- Bid Alternate C - Bidding \$ 49,250.00 additional added amount to the Base Bid Amount for **Spreading Soil from Stockpile.**

**Bid Schedule**

The attached Bid Schedule is intended to be the basis for payment of quantities actually installed an accepted in place on this project and must be completed and returned with the Bid Sheet.

**Authorized Representative**

Refer to page 4 of the sample contract

Indicate the name of the Authorized Representative who will be assigned to this project:

Joseph Opyd

**Performance Period**

Proposed performance period is number of calendar days Refer to page 4 of the sample contract.

Proposing: 70 calendar days

## BID SHEET

### Key Notices

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Refer to page 18 of the sample contract.

Indicate the name and title of the individual who will receive Key Notices Joseph Opyd

Company E-mail Address joe.opyd@tboneconstruction.com

Mailing Address 1310 Ford Street Colorado Springs, CO 80915

Telephone Number (719)570-1456

### Authorized Signatory for Contract

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Refer to page 22 of the sample contract.

Name and Title of Authorized Signatory: Joseph Opyd

The County accepts the signatures on contracts from the following individuals:

Limited Liability Company (LLC) - Manager or Member

Corporation (For-Profit or Non-Profit) <President or Vice President>

General Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Limited Liability Limited Partnership (LLLLP) - General Partner

### Basis of Award

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Any subsequent award will be made to the responsive and responsible bidder that offers the Best Value to the County based upon, but not limited to, any combination of the Base Bid amount, Unit Prices, and Bid Alternate, the proposed Performance Period, and information contained in the Qualifications Questionnaire.

### Price and Payment

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Refer to page 8 of the sample contract.

### Insurance and Risk Management

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The successful Contractor shall be required to furnish the County with certificates of insurance for the insurance types and limits as detailed on the attached insurance exhibit prior to performing any activity on this project. Jefferson County, Colorado shall be the **Certificate Holder** and shall be named as **Additional Insured**. All subcontractors must meet the same insurance requirements unless a deviation has been approved.

Indicate your ability to comply with the following requirements:

- a. Your firm agrees to meet all insurance requirements. **If no, provide details on Exceptions sheet.**

Yes  No

- b. The County shall be added as an Additional Insured to all liability policies:

Yes  No

- c. Your property and liability insurance company is licensed to do business in Colorado:

Yes  No

- d. Indicate the name of your property and liability insurance company here:

## BID SHEET

Name: Westfield Insurance

e. Your property and liability insurance company has an AM Best rating of not less than A- and/or VII:

Yes  No

### Provide a response to the following:

Has your firm filed for bankruptcy or corporate protection under applicable federal or state laws in the last seven (7) years?

Yes  No

### Cooperative Purchasing

Jefferson County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Please indicate if you agree to extend the prices and terms of the resulting award to other local government agencies in the event they would have need for your product/services:

Yes  No

### Submittal Checklist

The following documents are to be returned with your bid. **Nonresponsive or incomplete submittals may be deemed cause for rejection.**

Place a check (✓) against each document submitted.

1.  Submit **ONE (1)** original and **ONE (1)** additional copy of all information requested herein, including all attachments, unless otherwise indicated.
2.  This completed and signed Bid Sheet and the signed Unit Price Schedule
3.  The completed and signed Qualifications Questionnaire (QQ).
4.  Attachments for the following items referenced on the QQ:
  - #7. List of capital improvement projects for Jefferson County, if applicable
  - #8. List of capital improvement projects for Colorado Department of Transportation, if applicable
  - #9. List of capital improvement projects for Broomfield County, if applicable
  - #10. Project information
  - #12. Details on liquidated damages and/or disputes, if applicable
  - #14. List of subcontractors (if applicable).
  - #16. Details on lawsuits (if applicable)
  - #17. Details on charges filed (if applicable)
5.  Exceptions sheet, if applicable.

**BID SHEET**

- 6.  Proposal Guaranty (bid bond).
- 7.  Acknowledgement of Receipt of Addenda below, if applicable.

**Note:** Be advised that the successful firm, if a corporate entity, will be required to provide evidence of current good standing with the Colorado Secretary of State after acceptance of bid.

**Exceptions**

Are there any exceptions taken to any of the terms, conditions, or specifications of these bid documents or contract?

Yes  No

If there are exceptions taken to any of the terms, conditions, or specifications of these bid documents, they must be clearly stated on a **separate sheet of paper**, attached to this bid sheet, and returned to Jefferson County. (Reference **General Information Item 11.**)

**Acknowledgment of Receipt of Addenda**

Your acknowledgment of any addendum issued for this Invitation shall be noted by signing below. This will serve as your acknowledgement that these clarifications/revisions have been taken into consideration during the preparation of your bid.

Addendum Number: <u>1</u>	Date: <u>April 12, 2016</u>	Acknowledged by: <u><i>Michael Joseph Epyd</i></u>
Addendum Number: <u>      </u>	Date: <u>      </u>	Acknowledged by: <u>      </u>
Addendum Number: <u>      </u>	Date: <u>      </u>	Acknowledged by: <u>      </u>
Addendum Number: <u>      </u>	Date: <u>      </u>	Acknowledged by: <u>      </u>
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Addendum Number: <u>      </u>	Date: <u>      </u>	Acknowledged by: <u>      </u>



### Exceptions:

We have priced the two line items on the bid-sheet for cut/fill and spreading the dirt as the same costs as understand that this material will need to be mixed and compacted just the soils for the other 3 lots. If this is untrue, and we are only able to "spread" this material, then we can reduce this pricing to \$1.15/CY. Please let us know if you have any other questions on this.

METROPOLITAN AIRPORT EAST  
 FILING NO. 1 REPLAT A  
 MARCH 2016  
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

<b>EARTHWORK</b>				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
<b>SITE PREPARATION</b>				
TOPSOIL (STRIP TO PLACE/SPREAD UNCOMPACTED)	CY	3,578	\$1.20	\$4,293.60
<b>SUB-TOTAL SITE PREPARATION</b>				<b>\$4,293.60</b>
<b>GRADING AND CONST. ACCESS ROAD</b>				
CUT TO FILL (ONSITE, 0' TO 1200' HAUL, UNADJUSTED)	CY	5,000	\$1.97	\$9,850.00
ROADWAY SUBEX AND CONDITION (4' BELOW AGGREGATE BASE COURSE)	CY	4,187	\$1.95	\$8,164.65
<b>SUB-TOTAL GRADING AND CONST. ACCESS ROAD</b>				<b>\$18,014.65</b>
<b>EROSION &amp; SEDIMENT CONTROL</b>				
SILT FENCE	LF	1,397	\$0.95	\$1,327.15
TEMPORARY / PERMANANT SEEDING	AC	5.7	\$975.00	\$5,557.50
VEHICLE TRACKING PAD	EA	1	\$750.00	\$750.00
INLET PROTECTION	EA	10	\$175.00	\$1,750.00
OUTLET PROTECTION	EA	4	\$75.00	\$300.00
CONCRETE WASHOUT INSTALLATION	EA	1	\$1,300.00	\$1,300.00
EROSION & SEDIMENT CONTROL INSPECTION & MAINTENANCE	LS	1	\$1,600.00	\$1,600.00
STOCKPILE MANAGEMENT WITH PROTECTION	LS	1	\$2,500.00	\$2,500.00
STABILIZED STAGING AREA	EA	1	\$2,200.00	\$2,200.00
<b>SUB-TOTAL EROSION &amp; SEDIMENT CONTROL</b>				<b>\$17,284.65</b>
<b>TOTAL EARTHWORK</b>				<b>\$39,592.90</b>

METROPOLITAN AIRPORT EAST  
 FILING NO. 1 REPLAT A  
 MARCH 2016  
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

<b>WET UTILITIES</b>				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>STORM SEWER SYSTEM</b>				
12" R.C.P. CLASS III	LF	83	\$31.72	\$2,632.76
18" R.C.P. CLASS III	LF	192	38	\$7,296.00
24" R.C.P. CLASS III	LF	497	\$53.28	\$26,480.16
30" R.C.P. CLASS III	LF	124	\$67.53	\$8,373.72
12" FLARED END SECTION	EA	4	\$629.31	\$2,517.24
18" FLARED END SECTION	EA	4	\$812.31	\$3,249.24
24" FLARED END SECTION	EA	2	\$984.31	\$1,968.62
30" FLARED END SECTION	EA	1	\$1,229.31	\$1,229.31
6" DIA MH W/24" COVER	EA	1	\$3,422.31	\$3,422.31
POND OUTLET STRUCTURE (TYPE "D" INLET)	EA	1	\$3,486.31	\$3,486.31
TYPE L RIP RAP	TONS	154	\$32.10	\$4,943.40
TYPE M RIP RAP	TONS	155	\$32.60	\$5,053.00
TYPE "R" INLET (5')	EA	3	\$2,417.31	\$7,251.93
<b>SUB-TOTAL STORM SEWER SYSTEM</b>				<b>\$77,904.00</b>
<b>WATER DISTRIBUTION SYSTEM</b>				
12" P.V.C. WATERLINE W/BEDDING	LF	912	\$35.28	\$32,175.36
12" WATERLINE LOWERING (RESTRAINED - INCLUDES 4-43-DEG VERTICAL BENDS)	EA	1	\$1,934.08	\$1,934.08
CONNECT TO EXISTING	EA	2	\$1,004.75	\$2,009.50
12" MJ GATE VALVE W/BOX	EA	6	\$2,776.69	\$16,660.14
12"x12" MJ TEE	EA	3	\$762.73	\$2,288.19
12" MJ 11.25-DEG BEND	EA	1	\$508.42	\$508.42
12" MJ 22.5-DEG BEND	EA	2	\$528.62	\$1,057.24
12" MJ 45-DEG BEND	EA	2	\$548.02	\$1,096.04
12" PLUG WITH BLOWOFF (TEMP)	EA	1	\$2,123.05	\$2,123.05
FH ASSEMBLY (FH, 6" GATE VALVE, SWIVEL ADAPTOR, 12"X6" MJ TEE)	EA	3	\$4,724.19	\$14,172.57
6" FH D.I.P. POLYETHYLENE WRAPPED WATERLINE W/BEDDING	LF	39	\$17.86	\$696.54
1.5" WATER TAP & METER (SERVICE)	EA	3	\$2,647.64	\$7,942.92
1" IRRIGATION TAP & METER	EA	1	\$1,912.92	\$1,912.92
<b>SUB-TOTAL WATER DISTRIBUTION SYSTEM</b>				<b>\$84,576.97</b>
<b>SANITARY SEWER SYSTEM</b>				
8" PVC W/BEDDING	LF	936	\$36.42	\$34,089.12
4" PVC SERVICE	EA	5	\$583.80	\$2,919.00
4" DIA MH	EA	5	\$2,240.22	\$11,201.10
8" PLUG (TEMP)	EA	1	\$34.41	\$34.41
CONNECT TO EXISTING	EA	1	\$1,241.06	\$1,241.06
<b>SUB-TOTAL SANITARY SEWER SYSTEM</b>				<b>\$49,484.69</b>
<b>TOTAL WET UTILITIES</b>				<b>\$211,965.66</b>

METROPOLITAN AIRPORT EAST  
 FILING NO. 1 REPLAT A  
 MARCH 2016  
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

<b>SURFACE IMPROVEMENTS</b>				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>DEMOLITION</b>				
SAW CUT	LF	276	\$9.10	\$2,511.60
REMOVE PAVEMENT	SY	118	\$2.00	\$236.00
<b>SUB-TOTAL DEMOLITION</b>				<b>\$2,747.60</b>
<b>PAVEMENT</b>				
SUBGRADE PREP	SY	3140	\$2.80	\$8,792.00
HOT BITUMINOUS PAVEMENT (6.5")	SY	2071	\$33.10	\$68,550.10
AGGREGATE BASE COURSE (12")	SY	3140	\$17.60	\$55,264.00
<b>SUB-TOTAL PAVEMENT</b>				<b>\$132,606.10</b>
<b>CONCRETE</b>				
VERTICAL CURB AND GUTTER (2' CATCH)	LF	1660	\$16.80	\$27,888.00
VERTICAL CURB AND GUTTER (1' SPILL)	LF	16	\$13.20	\$211.20
8' CROSS PAN	EA	4	\$1,680.00	\$6,720.00
CURB RAMPS	EA	11	\$480.00	\$5,280.00
DETACHED SIDEWALK (5' WIDE, 6" THICK)	SF	9902	\$5.60	\$55,451.20
TRAIL (5' WIDE, 6" THICK)	SF	658	\$5.60	\$3,684.80
TRAIL (8' WIDE, 6" THICK)	SF	5047	\$5.60	\$28,263.20
<b>SUB-TOTAL CONCRETE</b>				<b>\$127,498.40</b>
<b>SIGNAGE &amp; STRIPING</b>				
STOP BARS	EA	3	\$232.00	\$696.00
SIGN PANELS (STREET & STOP SIGNS) MORE THAN ONE SIGN PER POST	EA	15	\$130.00	\$1,950.00
ROAD CLOSED TYPE 3 BARRICADE	EA	1	\$1,550.00	\$1,550.00
<b>SUB-TOTAL SIGNAGE &amp; STRIPING</b>				<b>\$4,196.00</b>
<b>TOTAL SURFACE IMPROVEMENTS</b>				<b>\$267,048.10</b>

<b>MISC.</b>				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION	LS	1	\$48,500.00	\$48,500.00
TRAFFIC CONTROL	LS	1	\$8,500.00	\$8,500.00
4" PVC SLEEVING FOR DRY UTILITIES AND IRRIGATION	LF	1450	\$3.12	\$4,524.00
SURVEY	LS	1	\$12,450.00	\$12,450.00
<b>TOTAL MISC.</b>				<b>\$73,974.00</b>

**BASE BID PROJECT TOTAL      \$592,580.66**

<b>BID ALTERNATIVES</b>				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>ALTERNATE</b>				
SIGN DEMOLITION - PROTECT AND RETURN SIGN PANELS TO AIRPORT	LS	1	\$1,400.00	\$1,400.00
MISC. DEMOLITION - CULVERTS	LS	1	\$1,220.00	\$1,220.00
SPREAD SOIL FROM STOCKPILE	CY	25,000	\$1.97	\$49,250.00
<b>TOTAL BID ALTERNATIVES</b>				<b>\$51,870.00</b>

**PROJECT TOTAL WITH ALTERNATES      \$644,450.66**

SIGNATURE Joseph Opyd 

DATE 15 April 16

	<b>EXHIBIT B - INSURANCE REQUIREMENTS –</b>	<b>GENERAL</b>
<b>I</b>	<b>Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.</b>	
<b>II</b>	<b>Certificate Holder must be Jefferson County, Colorado.</b>	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.  Employer's liability - \$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.  Products and completed operations aggregate	\$1M ea occurrence \$2M general aggregate  \$2M
	Commercial automobile liability insurance - including hired and non-owned vehicles, and statutory Colorado uninsured/under-insured motorist liability coverages. Combined single limit for bodily injury and property damage each accident. MCS 90 for vehicles carrying hazardous materials.	\$1M ea occurrence
	Excess/Umbrella Liability	\$2M each Occurrence and Aggregate
	<b>Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.</b>	Required
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
<b>IV</b>	<b>Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation</b>	<b>Required</b>

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**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**  
**Sale of County Aircraft Hangar and Execute a Ground Lease with JETTECH, Inc.**  
**November 15, 2016**

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

**ISSUE:** Consideration of the sale of an RMMA/County owned aircraft hangar and the execution of an airport ground lease.

**BACKGROUND:** The original hangar improvements were built in 1981 by Jefferson County to be used by the Jefferson County Sheriff Aviation Unit. Subsequent to the Sheriff's use, the hangar was utilized as a snow equipment storage facility by the Rocky Mountain Metropolitan Airport. The hangar was leased to the current tenant, JETTECH, in June 2008.

In June of 2010, JETTECH sought to purchase the hangar, but neither the Airport nor JETTECH could settle on a purchase price. JETTECH chose not to purchase but to continue to lease the hangar and renewed their lease in 2011.

In 2013, JETTECH added 1,721 SF of finished office space to the original 5,120 SF hangar. In 2015, JETTECH started construction on a new 6,791 SF hangar to be attached to the current hangar improvements with shared office space between the two hangars.

In 2015, JETTECH approached RMMA about purchasing the hangar. RMMA and staff have since concluded the negotiation process with both a proposed purchase agreement for the aircraft hangar and associated long-term ground lease.

**DISCUSSION:** County staff enlisted McCloud and Associates to perform a thorough review and analysis of the various appraisals submitted during the negotiation process, which would determine a credible purchase price consistent with standard hangar values and practices within the aircraft hangar industry. McCloud's expertise and experience dealing solely with hangar purchases ensures that both the property value as well as the airport value is consistent with exiting practices. It was further determine that both the Landlord (RMMA) and Lessee (JETTECH) would receive certain monetary credits due to previous or current obligations.

The sale price for the aircraft hangar is \$305,560 and the closing date is Thursday, December 1, 2016. Proceeds from the hangar sale are restricted for aviation (aeronautical) use only and will be placed in the appropriate business unit. Additionally, RMMA/County will receive payment for the unimproved rate during the construction of JETTECH's new hangar in the amount of \$14,440.

The ground lease between RMMA/County and JETTECH, Inc is for one 20-year term with two 10-year options which is consistent with the County's ground lease policy.

**FISCAL IMPACT:** \$305,560 and \$14,440 will be placed in the appropriate airport business unit and is considered 2016 revenue.

**RECOMMENDATIONS:** Staff recommends the approval and sale of the Airport/County owned hangar to JETTECH for \$305,560 with a closing date of Thursday, December 1, 2016. Approve the aviation commercial ground lease (approximately 44,431 SF with a \$.47 PSF, which will be effective December 1, 2016. Both items will be placed on the business consent agenda at a future public hearing.

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

**CONTACTS FOR ADDITIONAL INFORMATION:**

Jeanie Rossillon, Director of Development & Transportation, ext. 8575  
Kourtney Hartmann, County Attorney, ext 8964