

TUESDAY STAFF BRIEFINGS

September 13, 2016

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

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

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

Briefing Items

- | | |
|--|---|
| 1. Personal Property Tax Incentive
(30 minutes) | Leigh Seeger, Tom Silvers,
Jennifer Shloss |
| 2. Re-appropriation of Funds for Radio Equipment
(15 minutes) | Chief Dan Gard |
| 3. 2017 Head Start Grant
(15 minutes) | Lynn Johnson, Gayle Perryman |
| 4. Farm Credit Council Services, Inc. Contract
Extension (15 minutes) | Mary O'Neil, Scott Holzer |
| 5. Jeffco Public Shooting Range (JPSR) Update
(15 minutes) | Amy Ito |
| 6. Traffic Paint Contract
(15 minutes) | Jeanie Rossillon |
| 7. Airport Advisory Board Survey
(30 minutes) | Jeanie Rossillon, Bryan Johnson |
| 8. Sale of 4105 Youngfield - Dog Pound Pit
(15 minutes) | Kate Newman |

County Commissioners' Report

- Metro Area County Commissioners (MACC) - Commissioner Tighe
(15 minutes)

County Manager's Report

County Attorney's Report

Executive Session

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

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

TUESDAY STAFF BRIEFINGS

September 13, 2016

Briefing Items			Total Estimated Time: 2 hours 30 minutes
Begin	End	Agenda No.	Title
9:30	10:00	1.	Personal Property Tax Incentive
10:00	10:15	2.	Re-appropriation of Funds for Radio Equipment
10:15	10:30	3.	2017 Head Start Grant
10:30	10:45	4.	Farm Credit Council Services, Inc. Contract Extension
10:45	11:00	5.	Jeffco Public Shooting Range (JPSR) Update
11:00	11:15	6.	Traffic Paint Contract
11:15	11:45	7.	Airport Advisory Board Survey
11:45	12:00	8.	Sale of 4105 Youngfield - Dog Pound Pit
Commissioners Report			Total Estimated Time: 15 minutes
Begin	End	Agenda No.	Title
12:00	12:15	9.	Metro Area County Commissioners (MACC)
County Manager Report			Total Estimated Time: 5 minutes
Begin	End		Title
12:15	12:20		
County Attorney Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
12:20	12:25		
Executive Session			Total Estimated Time: 15 minutes
Begin	End		Title
12:25	12:40		Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)

BOARD OF COUNTY COMMISSIONERS' (BCC) SCHEDULE

Time*

Topic*

Monday, September 12, 2016

NO TOPICS SCHEDULED TO DATE

Tuesday, September 13, 2016

8:00 a.m.

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

Immediately following
Public Hearings

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

Immediately following
Staff Briefings

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

2:00 p.m.

US Department of Commerce, Economic Development
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Wednesday, September 14, 2016

7:00 a.m.

Jefferson County Transportation, Action & Advocacy Group (JEFFTAAG)
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, Lookout Mountain Room

2:00 p.m.

2017 Budget: Non-Profit Presentations
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

4:00 p.m.

Joint Meeting w/Sustainability Commissioner
Jefferson County Courts & Administration Building
100 Jefferson County Parkway, BCC Board Room

Thursday, September 15, 2016

NO TOPICS SCHEDULED TO DATE

Friday, September 16, 2016

7:30 a.m.

Metro Denver's EDC's Annual Site Selection Panel Discussion
Grand Hyatt Denver
1750 Welton Street, Denver

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



Ball Corporation

10 Longs Peak Drive, Broomfield, CO 80021-2510 (303) 469-5511 Fax (303) 460-5149
Reply to: P.O. Box 5000, Broomfield, CO 80038-5000

August 11, 2016

Mr. Ralph Schell
Jefferson County Manager
100 Jefferson County Parkway, #5538
Golden, CO 80419

Re: Jefferson County Personal Property Tax Rebate Application

Dear Mr. Schell:

I would like to take this opportunity to introduce you to Ball Aerospace & Technologies Corp. ("BATC") and, in the process, put forth our request for economic incentives regarding our interest in expanding our operations in unincorporated Jefferson County.

BATC provides aerospace and other technologies and services to governmental and commercial customers within our aerospace and technologies segment. The company operates a light industrial manufacturing facility at 9675 W. 108th Circle, Westminster, Colorado.

We are committed to invest approximately \$82 million in real property investment and approximately \$50 million in personal property with the installation of new manufacturing equipment for our operations of an approximately 185,722 square foot of existing space plus an additional 261,400 square foot expansion for a total of 447,122 square foot facility.

We will employ 442 additional employees by the end of the 2026 with an average salary of \$91,436 plus benefits equivalent to 30 percent of the individual's salary.

We respectfully request a corporate personal property tax rebate of 100 percent per year for fifteen years, beginning in 2018. We are asking this request be presented to the Jefferson County Commissioners as soon as possible. This will allow BATC to move forward with our growth planning processes.

Thank you for your assistance in this endeavor.

Sincerely,

A handwritten signature in black ink that reads "John H. Wells".

John H. Wells
Vice President

cc: Leigh Seeger, Jefferson County Economic Development Corporation



JEFFERSON COUNTY, COLORADO
 Business Incentive Questionnaire-10 Yr
CONFIDENTIAL

COMPANY INFORMATION

Company name: Ball Aerospace & Technologies Corp. Year established: 1995

Product/service description:

Our aerospace business is a leader in the design, development and manufacture of innovative aerospace systems for civil, commercial and national security aerospace markets. It produces spacecraft, instruments and sensors, radio frequency systems and components, data exploitation solutions and a variety of advanced aerospace technologies and products that enable deep space missions.

Industry: Aerospace Systems

Present location(s): Alabama, Colorado, New Mexico, Ohio, Virginia

PROJECT INFORMATION

Project description:

The expansion project is necessary to support continuing growth of the company's antenna and electronics business. A significant piece of this business is testing which requires very large anechoic ranges as well as electronics assembly areas and manufacturing lines.

Total project

cost \$ 132,671,834
 (land, building, personal property)

Is project an:

expansion X
 relocation _____
 new facility _____

Are you looking at a(n):

existing bldg X
 build-to-suit _____

Facility size:

Original 185,722 Sq.ft.
 Expansion Estimate 261,400 Sq.ft.
 Total 447,122 Sq.ft.

Will you:

lease _____
 purchase _____

Jefferson County site(s) being considered:

9675 W. 108th Circle

If leasing

average annual lease pymt \$ _____
 market value of property \$ _____

Other competitive site(s) being considered:

Broomfield, CO; Boulder, CO
Albuquerque, NM
Dayton, OH

If purchasing

cost of new facility \$ _____
 tenant improvements costs \$ _____

If doing a build-to-suit

Project timeframe (projected dates):
 Begin construction: _____ 2016 land purchase \$ _____
 Begin company operations: _____ 2016* construction material costs \$ _____
 % of goods/services exported outside _____ construction soft costs \$ _____
 of the County: 100% construction labor costs \$ _____

* Company will continue to operate in existing space during construction.

FINANCIAL INFORMATION

Estimated gross and net revenues:

	Gross	Net		Gross	Net
Year 1	\$288,123,805	\$34,557,867	Year 6	\$498,092,184	\$63,526,819
Year 2	\$316,269,489	\$40,148,405	Year 7	\$556,569,537	\$70,468,283
Year 3	\$355,039,891	\$43,535,702	Year 8	\$585,174,594	\$78,968,407
Year 4	\$383,542,251	\$47,717,736	Year 9	\$612,838,969	\$82,286,497
Year 5	\$442,748,294	\$56,960,130	Year 10	\$643,099,918	\$85,583,803

CAPITAL INVESTMENT INFORMATION

REAL property investment at new facility:
 (land and building only) \$82,640,407

* To be completed in 2023

Corporate **PERSONAL** property (cpp) investment:
 (Starting in year 2017)

EXISTING cpp at move-in:

\$1,895,469	Furniture/fixtures
\$5,486,681	Computer equipment
\$27,168,736	Mfg equipment
\$34,550,886	TOTAL

NEW cpp investment over the next 10 years:

(purchased for the new facility)

Year 1		Year 7
	Furniture/fixtures	
	Computer equipment	
\$2,398,852	Mfg equipment	\$4,000,000
\$2,398,852	TOTAL	\$4,000,000
Year 2		Year 8
\$1,784,080	Furniture/fixtures	\$
	Computer equipment	\$
\$8,262,712	Mfg equipment	\$
\$10,046,792	TOTAL	\$
Year 3		Year 9
	Furniture/fixtures	\$
	Computer equipment	\$
\$4,000,000	Mfg equipment	\$
\$4,000,000	TOTAL	\$
Year 4		Year 10
	Furniture/fixtures	\$
	Computer equipment	\$
\$14,304,000	Mfg equipment	\$
\$14,304,000	TOTAL	\$

EMPLOYMENT INFORMATION

Number of **CURRENT** employees that will work at the new facility: 388

* Includes temporary employees

Total of **ADDITIONAL** employees to be hired at the new facility over 10 years:

Year 1	0	Year 8	98
Year 2	11	Year 9	70
Year 3	43	Year 10	62
Year 4	0		
Year 5	38		
Year 6	21		
Year 7	99		

Average wage: \$91,436
 (excluding top executives, but includes management)

Average wage by position and salary range:
 (Please include number of employees in each position)

Num.	Position title	Avg. salary
171	Production/Manufacturing	60,335
217	Development/Engineering	100,363
58	Defense Home Labor/Management	104,090

Annual benefits package for employees:
 (\$ value/employee) \$27,294

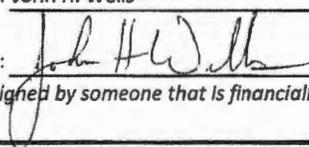
Year 5			Estimated average annual payroll:			
\$2,865,784	Furniture/fixtures		Year 1	\$35,477,286	Year 8	\$61,053,993
	Computer equipment		Year 2	\$35,667,008	Year 9	\$67,912,216
\$8,416,000	Mfg equipment		Year 3	\$39,585,045	Year 10	\$73,139,458
\$11,281,784	TOTAL		Year 4	\$39,585,045		
Year 6			Year 5	\$42,353,754		
	Furniture/fixtures		Year 6	\$43,455,785		
	Computer equipment		Year 7	\$52,299,425		
\$4,000,000	Mfg equipment					
\$4,000,000	TOTAL					

The information in this application has been represented in good faith.

Company name: Ball Aerospace & Technologies Corp.

Name: John H. Wells

Title: Vice President

Signature: 

Date: 7/22/2016

(Must be signed by someone that is financially responsible for the company)

Jefferson County Economic Development Corporation
 1667 Cole Boulevard, Suite 400, Golden, CO 80401
 p 303.202.2965 • f 303.202.2967 • www.jeffcoedc.org

Project Summary – Ball Aerospace & Technologies Corp.

Product: Ball Aerospace & Technologies Corp. (BATC) is a leader in the design, development and manufacture of innovative aerospace systems for civil, commercial and national security aerospace markets. The company produces spacecraft, instruments and sensors, radio frequency systems and components, data exploitation solutions and a variety of advanced aerospace technologies and products that enable deep space mission.

Project Background: The proposed expansion project is necessary to support continued growth with the company's antenna and electronics business. A significant piece of this business is testing which requires very large anechoic ranges as well as electronics assembly areas and manufacturing lines.

Project Type: Expansion of existing facility

Current Location: 9675 W. 108th Circle, Westminster 80021

Competing Locations: BATC is considering its existing facilities in Albuquerque, New Mexico and Dayton, Ohio.

Project Size: Expand existing 185,722 SF facility by adding 261,400 SF to total 447,122 SF

Employees: 442 net new jobs (*current employment at facility = 346*)
Average annual salary: \$91,436

Project

Investment: Personal Property Investment: \$50,031,428
Real Property Investment: \$82,640,407
Total Project Investment: \$132,671,834

Rebate

Recommendation: 100% rebate on new qualifying personal property for 15 years.

County Rebate*:	Year 1: \$16,843	Year 6: \$323,209	Year 11: \$351,295
	Year 2: \$87,387	Year 7: \$351,295	Year 12: \$351,295
	Year 3: \$115,473	Year 8: \$351,295	Year 13: \$351,295
	Year 4: \$215,908	Year 9: \$351,295	Year 14: \$351,295
	Year 5: \$295,123	Year 10: \$351,295	Year 15: \$351,295

15-year total = \$4,215,595 (*Estimate does not include depreciation of assets*)

Twenty-Year Economic Impact:

- Net economic & fiscal benefit to the county: \$795.7 million with a payback of .11 years.
- Net public revenue to the county: \$9.5 million with a payback period of 11.52 years.

Definitions:

- Net Economic Benefit = total economic benefit (*minus*) total public costs
- Net Fiscal Benefit: Total public revenues (*minus*) total public costs
- Economic Benefits: Economic benefits occur when dollars are transferred from one entity to another, and include the public revenues associated with a project's on-going operations, as well as the direct/indirect dollars circulated throughout private enterprises due the project's on-going spending pattern.
- Public Revenues: Public revenues include revenue received by the local government from residents, businesses, and/or employees associated with the project, and include real and personal property taxes, sales/use taxes, impact and other fees, and any visitor-related taxes.
- Public Costs: Public costs include the cost of providing local governmental services to residents, businesses, and/or employees associated with the project, including the value of tax credits or other incentives granted to the project.
- Payback Period: The number of years needed to recover the investment

**No previous personal property is included in estimates because this is an existing Jefferson County company undergoing a potential expansion. Only new personal property directly attributable to the expansion was included in the rebate estimate. Numbers do not reflect depreciation. **

Summary of Project Returns

Menu

Ball Aerospace & Technologies Corp.

Total Local Government Incentives and Project Costs		\$0	Construction
		\$3,864,303	Business Operations
		<u>\$3,864,303</u>	Total incentives and project costs over ten years
<i>Net Economic & Fiscal Benefits to Local Gov't</i>		\$795,655,039	Net benefit/(cost) over twenty years
<i>Net Public Revenue to Local Government</i>		\$9,500,664	Net benefit/(cost) over twenty years
Payback Period for Public Cost of:		\$4,215,595	
<i>Net Economic & Fiscal Benefits to Local Gov't</i>		0.11 years	
<i>Net Public Revenue to Local Government</i>		11.52 years	

Return on Investment			
<i>Total Economic & Fiscal Benefits to Local Government</i>			
Year One		\$141.03	Benefit received for each public dollar spent
Years One through Twenty		\$65.31	Cumulative benefit for each public dollar spent over twenty years
<i>Total Public Revenue to Local Government</i>			
Year One		\$2.04	Public revenue received for each public dollar spent
Years One through Twenty		\$1.77	Cumulative public revenue for each public dollar spent over twenty years

Net Present Value (NPV) Analysis			
		Net Economic & Fiscal Benefits (Costs)	Net Fiscal Benefits (Costs)
	<u>Discount Rate</u>	<u>NPV</u>	<u>NPV</u>
Safe Rate of Return	2.2%	\$626,619,478	\$7,301,949
	0.2%	\$781,182,978	\$9,310,659
	1.2%	\$698,203,334	\$8,227,299
	3.2%	\$564,652,418	\$6,508,856
	4.2%	\$510,826,343	\$5,826,796

Jefferson County Business Personal Property Tax Rebate

Ball Aerospace Technologies Corp.

	Year 1	Year 2	Year 3	Year 4	Year 5	
	2018	2019	2020	2021	2022	
Existing BPP*/Prior Year's BPP	\$0	\$2,398,852	\$12,445,644	\$16,445,644	\$30,749,644	
New BPP	\$2,398,852	\$10,046,792	\$4,000,000	\$14,304,000	\$11,281,784	
Accumulative BPP	\$2,398,852	\$12,445,644	\$16,445,644	\$30,749,644	\$42,031,428	
Assessment	0.29	0.29	0.29	0.29	0.29	
Mill Levy	0.024212	0.024212	0.024212	0.024212	0.024212	
Property Tax Revenue	\$16,843	\$87,387	\$115,473	\$215,908	\$295,123	
County Rebate at 100%	\$16,843	\$87,387	\$115,473	\$215,908	\$295,123	
	Year 6	Year 7	Year 8	Year 9	Year 10	
	2023	2024	2025	2026	2027	
Prior Year's BPP	\$42,031,428	\$46,031,428	\$50,031,428	\$50,031,428	\$50,031,428	
New BPP	\$4,000,000	\$4,000,000	\$0	\$0	\$0	
Accumulative BPP	\$46,031,428	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428	
Assessment	0.29	0.29	0.29	0.29	0.29	
Mill Levy	0.024212	0.024212	0.024212	0.024212	0.024212	
Property Tax Revenue	\$323,209	\$351,295	\$351,295	\$351,295	\$351,295	
County Rebate at 100%	\$323,209	\$351,295	\$351,295	\$351,295	\$351,295	
	Year 11	Year 12	Year 13	Year 14	Year 15	TOTAL
	2028	2029	2030	2031	2032	
Prior Year's BPP	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428	
New BPP	\$0	\$0	\$0	\$0	\$0	
Accumulative BPP	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428	\$50,031,428
Assessment	0.29	0.29	0.29	0.29	0.29	
Mill Levy	0.024212	0.024212	0.024212	0.024212	0.024212	
Property Tax Revenue	\$351,295	\$351,295	\$351,295	\$351,295	\$351,295	\$4,215,595
County Rebate at 100%	\$351,295	\$351,295	\$351,295	\$351,295	\$351,295	\$4,215,595

15-Year County Rebate Estimate Total: \$4,215,595

*Estimate does not include depreciated values on assets and does not constitute an Agreement.

*No previous personal property is included in this estimate because this is an existing Jeffco business undergoing a potential expansion.

*Only net new personal property directly attributable to the expansion is included in estimate.

Incentive Recommendation

Jeffco EDC is respectfully recommending the Board of County Commissioners approve a 100% personal property tax rebate for 15 years for **Ball Aerospace & Technologies Corp. (BATC)**.

Jeffco EDC's recommendation is based on the total project impact, with emphasis on job creation. The potential expansion would be one of the largest primary job creation projects the Jefferson County has seen in years, with a very high average salary. BATC plans to expand its existing facility to 447,122 square feet, making it one of the largest industrial facilities in the county, and creating net new real estate inventory. The project's economic and fiscal impact to the county is significant at nearly \$800 million.

BATC is a subsidiary of Ball Corporation, which is one of the county's largest primary employers. The company is in the aerospace industry, which is a Jeffco EDC's target industry, and one of the highest paying industries. The county's aerospace industry is the largest in the metro Denver area, accounting for 30% of the region's total employment. The potential expansion project would further position Jefferson County as a leader in the aerospace industry.

Additionally, Jeffco EDC also took into consideration the 18 active projects with personal property tax rebate agreements, and used them as benchmarks to measure the impact/size of this project to help formulate the recommendation. This project would be one of the largest among the existing agreements, as it relates to job creation, personal property investment, and economic impact to Jefferson County.

Project Type:	Expansion of existing business	
Job creation:	442 new jobs (currently employment = 388, more than doubling employment)	
Average salary:	\$91,436 (nearly double the county's average wage)	
Project Investment:	Personal property:	\$50,031,428
	Real property:	\$82,640,407
	Total investment:	\$132,671,834
Real Estate:	Existing facility:	184,722 sq. ft.
	Expansion:	261,400 sq. ft.
	Total:	447,122 sq. ft.
Total Impact:	Economic and fiscal benefit to the county: \$795.7 million over twenty years	

Janice Fredricksen

From: Leigh Seeger [lseeger@jeffcoedc.org]
Sent: Thursday, September 01, 2016 1:22 PM
To: Janice Fredricksen
Cc: Holly Bjorklund; Doris Allen; Tom Livingston
Subject: RE: Briefing Date for BATC

Thank you Janice.

I will be presenting from Jeffco EDC, and from Ball Aerospace will be:

- Tom Silvers, Director of Corporate Real Estate
- Jennifer Shloss, Manager, State & Local Tax Administration

Thanks,
Leigh

From: Janice Fredricksen [mailto:jfredric@co.jefferson.co.us]
Sent: Thursday, September 01, 2016 11:36 AM
To: Leigh Seeger <lseeger@jeffcoedc.org>
Cc: Holly Bjorklund <hbjorklu@co.jefferson.co.us>; Doris Allen <daallen@co.jefferson.co.us>; Tom Livingston <tlivingston@jeffcoedc.org>
Subject: RE: Briefing Date for BATC

Leigh,
I can give a better estimate next Thursday but 10-12 pm is pretty good for now.

Thanks,
Janice

From: Leigh Seeger [mailto:lseeger@jeffcoedc.org]
Sent: Thursday, September 01, 2016 10:11 AM
To: Janice Fredricksen
Cc: Holly Bjorklund; Doris Allen; Tom Livingston
Subject: RE: Briefing Date for BATC

Hi Janice,

I talked to Ball, and they would like to confirm being on the Sept. 13th agenda. They are aware that there are land use items that could run 2-4 hours. Will the land use items be at the hearing? Should we plan to be up around 10-12?

I am waiting to confirm who will be attending from the company.

Thank you,
Leigh

From: Janice Fredricksen [mailto:jfredric@co.jefferson.co.us]
Sent: Friday, August 19, 2016 2:43 PM
To: Leigh Seeger <lseeger@jeffcoedc.org>
Cc: Holly Bjorklund <hbjorklu@co.jefferson.co.us>; Doris Allen <daallen@co.jefferson.co.us>; Tom Livingston

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Request for Re-appropriation of Funds for Radio Equipment

September 13, 2016

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

Issue: The objective of this request is to re-appropriate a portion of the approved Jefferson County Sheriff's Office (JCSO) funding in the amount of \$50,598 for the purchase of a fingerprint reader for the Detentions Facility to the purchase of radio equipment.

Background: JCSO deputies use radios for critical communication across the county in support of public safety. The Motorola mobile radios being used in the Patrol and Investigation's vehicles last were shipped by the vendor in 2006 and have not been supported since 2011. With this money, we would like to purchase 17 units as replacement for a model that has a high failure rate in the field. These units are vital to maintaining officer safety. Each unit is approximately \$2,976 each for a total of \$50,592. Additional money for radios is still needed throughout the Sheriff's Department. As such, a capital case for the 2017 budget has been submitted for the purchase of additional radios.

Fiscal Impact: On August 30, 2016, the BCC approved \$123,000 in funding for the purchase of a biometric fingerprint reader for the Detention Facility. Subsequently, JCSO pursued and was awarded grant funds in the amount of \$74,402 through the Byrne JAG program to purchase the fingerprint reader. JCSO requests that the amount of remaining funding that will no longer be used because of the grant award, which is equal to \$50,598, be spent on the replacement of radio equipment. Long-term, this will reduce the amount that will inevitably be needed for necessary upgrades to radio equipment for JCSO.

Staff Recommendation: The Jefferson County Board of Commissioners (BCC) approve the reallocation of \$50,598 in funding appropriated for purchase of a fingerprint matcher to the purchase of replacement mobile public safety radios.

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

Contacts for Additional Information: Scott Hunter, Director of Information Technology (IT), Sheriff's Office, 303-271-5590

BOARD OF COUNTY COMMISSIONERS BRIEFING

September 13, 2016

EXECUTIVE SUMMARY

HUMAN SERVICES DEPARTMENT

Head Start Division

FOR APPROVAL

1. ISSUE:

Jefferson County Head Start (JCHS) is seeking approval to apply for renewed funding for the Jefferson County Head Start program for 2017 through the Department of Health and Human Services, Office of Head Start, Region VIII.

RECOMMENDATION:

That the Board of County Commissioners approves the submission of the 2017 Jefferson County Head Start renewal grant and the non-federal share requirement.

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

September 13, 2016

For Information

For Discussion

For Approval

ISSUE:

Jefferson County Head Start (JCHS) is seeking approval to apply for renewed funding for the Jefferson County Head Start program for 2017 through the Department of Health and Human Services, Office of Head Start, Region VIII.

BACKGROUND:

JCHS is submitting an application for renewed funding for the fourth year of a five year grant cycle. The projected award amount for the fiscal year beginning in January of 2017 is \$3,028,310 which includes \$38,402 for training and technical assistance. The non-federal share amount is \$757,078 for a total award of \$3,785,388. These funds will allow JCHS to enroll and serve at least 366 eligible children and their families. Eligible families living at or below the federal poverty level must live within the Jefferson County area, with the exception of the city of Lakewood.

DISCUSSION:

JCHS will operate 18 half-day classes out of two sites located in Arvada and Wheat Ridge. Four full-day classrooms, operated out of the Arvada and Wheat Ridge sites, will be partially funded through the Colorado Preschool Program, Child Care Assistance Program (CCAP) and TANF funds. Bus service will be offered to families within the areas of south Jefferson County, Edgewater, Wheat Ridge, Westminster, Golden and Arvada. JCHS program services will help prepare children for kindergarten as well as support and encourage families toward self sufficiency. Content specialists work with parents and children on an on-going basis to meet both essential needs and designated goals in the following areas: early childhood education, parent education, family support, children's mental health and disabilities, children's medical, dental, health and safety needs and nutrition. Continuous quality improvement procedures ensure program compliance in the areas of county, state and federal guidelines. Fiscal and program reporting is presented on a monthly basis to the Policy Council, Board of County Commissioners and staff.

FISCAL IMPACT:

The non-federal share required is \$757,078, however we are requesting only \$743,861 as the remainder will be covered through in-kind contributions.

RECOMMENDATION:

That the Board of County Commissioners approves the submission of the 2017 Jefferson County Head Start renewal grant and the non-federal share requirement.

ORIGINATOR:

Lynn Johnson, Human Services Department Director (4065)

CONTACT:

Gayle Perryman, Head Start Director (7901)



Board of County Commissioners

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

September 27, 2016

Mr. Mark Heinert, Program Specialist
Department of Health and Human Services
Office of Head Start, Region VIII
999 – 18th Street, Suite 499
Denver, CO 80202

To Whom it May Concern:

The 2017 Jefferson County Head Start Continuation Grant was presented to the Jefferson County Board of County Commissioners September 13, 2016. It was reviewed and approved for submission on September 27, 2016 by the Jefferson County Board of County Commissioners.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Libby Szabo, Chairman

c: Commissioner Rosier
Commissioner Tighe
Ralph Schell, County Manager

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input style="width:100%;" type="text"/> * Other (Specify): <input style="width:100%;" type="text"/>	
* 3. Date Received: <input style="width:100%;" type="text"/>	4. Applicant Identifier: <input style="width:100%; border: 1px solid black;" type="text" value="08CH1121"/>		
5a. Federal Entity Identifier: <input style="width:100%; border: 1px solid black;" type="text" value="N/A"/>		5b. Federal Award Identifier: <input style="width:100%; border: 1px solid black;" type="text" value="08CH1121"/>	
State Use Only:			
6. Date Received by State: <input style="width:100%;" type="text"/>		7. State Application Identifier: <input style="width:100%;" type="text"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input style="width:100%; border: 1px solid black;" type="text" value="JEFFERSON, COUNTY OF"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input style="width:100%; border: 1px solid black;" type="text" value="846000774"/>		* c. Organizational DUNS: <input style="width:100%; border: 1px solid black;" type="text" value="137405259"/>	
d. Address:			
* Street1:	<input style="width:100%; border: 1px solid black;" type="text" value="5150 Allison St"/>		
Street2:	<input style="width:100%; border: 1px solid black;" type="text"/>		
* City:	<input style="width:100%; border: 1px solid black;" type="text" value="Arvada"/>		
County/Parish:	<input style="width:100%; border: 1px solid black;" type="text" value="Jefferson County"/>		
* State:	<input style="width:100%; border: 1px solid black;" type="text" value="CO: Colorado"/>		
Province:	<input style="width:100%; border: 1px solid black;" type="text"/>		
* Country:	<input style="width:100%; border: 1px solid black;" type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code:	<input style="width:100%; border: 1px solid black;" type="text" value="80002-4316"/>		
e. Organizational Unit:			
Department Name: <input style="width:100%; border: 1px solid black;" type="text"/>		Division Name: <input style="width:100%; border: 1px solid black;" type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:	<input style="width:100%; border: 1px solid black;" type="text" value="Ms ."/>	* First Name:	<input style="width:100%; border: 1px solid black;" type="text" value="Gayle"/>
Middle Name:	<input style="width:100%; border: 1px solid black;" type="text"/>		
* Last Name:	<input style="width:100%; border: 1px solid black;" type="text" value="Perryman"/>		
Suffix:	<input style="width:100%; border: 1px solid black;" type="text"/>		
Title:	<input style="width:100%; border: 1px solid black;" type="text" value="Director"/>		
Organizational Affiliation: <input style="width:100%; border: 1px solid black;" type="text"/>			
* Telephone Number: <input style="width:100%; border: 1px solid black;" type="text" value="(720) 497-7901"/>		Fax Number: <input style="width:100%; border: 1px solid black;" type="text" value="(720) 898-0664"/>	
* Email: <input style="width:100%; border: 1px solid black;" type="text" value="gperryma@co.jefferson.co.us"/>			

Application for Federal Assistance SF-424

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

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ACF-Head Start

11. Catalog of Federal Domestic Assistance Number:

93.600

CFDA Title:

Head Start

*** 12. Funding Opportunity Number:**

eGrants-N/A

* Title:

N/A

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

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

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

Head Start

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,028,310"/>
* b. Applicant	<input type="text" value="757,078"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="3,785,388"/>

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

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

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**U.S. DEPARTMENT OF HEALTH AND HUMAN
SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

Office of Head Start

Updated July 29, 2014

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF
REQUIRED CERTIFICATIONS AND ASSURANCE**

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

SF424B Assurances – Non-Construction Programs

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Regarding Compliance with Compensation Cap (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code)
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Submission Statement

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

** I AGREE

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

Authorized Representative:

Prefix:	<input type="text"/>	* First Name:	<input type="text"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text"/>		
Suffix:	<input type="text"/>		
* Title:	<input type="text"/>		
* Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>
* Email:	<input type="text"/>		
* Signature of Authorized Representative:	<input type="text"/>	* Date Signed:	<input type="text"/>
* Submitted by:	<input type="text"/>	Date Submitted:	<input type="text"/>

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Farm Credit Council Services, Inc. Contract Extension

September 13, 2016

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

Issue: The county's contract with Farm Credit Council Services, Inc. (FCC), our Workers' Compensation Third Party Administrator (TPA) expires on September 15, 2016. Risk Management would like to extend the current contract through December 31, 2016 in an effort to move renewal dates to 1/1 to parallel with the budget year.

Background: Jefferson County's Workers' Compensation Self Insurance Permit requires the county to obtain the services of a third party administrator. The county currently contracts with the third party Administrator, FCC Services. The current contract with FCC Services expires on September 15, 2016.

Discussion: Risk Management recommends extending the contract to the end of 2016. This will align future contract renewals with the budget year. For reference purposes, a copy of the original contract, signed in 2012, is attached and a copy of the contract extension is attached.

Fiscal Impact: The cost of the extension of the Third Party Administrator contract to the end of 2016 is \$27,000.

Recommendation: Approve the extension of the Third Party Administrator contract.

Originator:

Scott Holzer, Risk Manager

Contacts for Additional Information:Mary O'Neil, Director Budget and Risk Management
Joanne Kortendick, Assistance County Attorney

REVIVAL AND AMENDMENT TO AGREEMENT

THIS REVIVAL AND AMENDMENT TO AGREEMENT (this “Amendment”), dated for reference purposes only this 18th day of August, 2016, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **FARM CREDIT COUNCIL SERVICES, INC.** (hereinafter “FCC”).

RECITALS

- A. The parties entered into a contract dated June 1, 2012, as previously amended, for third party claims administration of Workers' Compensation claims (collectively, the “Agreement”).
- B. The parties desire to revive and amend the Agreement as set forth herein.
- C. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AGREEMENT

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

- 1. The term of the Agreement is extended for a period commencing September 15, 2016, and continuing through and including December 31, 2016 as if it had not lapsed (the “Extended Period”).
- 2. The parties agree to amend the Pricing Section of Exhibit A: Statement of Work to provide:

Flat Fee (Year 5) – Extended Period: \$27,000.00

- 3. Except as amended herein, the Agreement, the terms and conditions of which are incorporated herein by this reference, shall remain in full force and effect.

[Signatures on following page.]

The parties hereto have caused this Amendment to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

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

APPROVED AS TO FORM:

By _____
Joanne L. Kortendick
Deputy County Attorney

FARM CREDIT COUNCIL SERVICES, INC.

By 
J. Lawrence Lawson, Sr. Vice President
Date _____

Commissioner Odom moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC12-328

RE: Administrative Services - Risk Management - Agreement - Farm Credit Council Services, Inc. (FCC Services) for Third Party Claims Administration Services for Workers' Compensation Claims (Agreement Amount \$85,000.00 with Change Order Authority Not to Exceed \$93,500.00)

Resolved that the Board of County Commissioners hereby approves the agreement between Jefferson County and Farm Credit Council Services, Inc. (FCC Services) in the amount of \$85,000.00 for third party claims administration services for workers' compensation claims. Further approve payment of various workers' compensation claims by FCC Services on behalf of Jefferson County through an escrow account maintaining a monthly balance of \$175,000.00. The County's authorized representative is Kelly Knauer, or other person as may be designated by the Administrative Services Director or County Administrator. The authorized representative may approve any change order, provided that no combination of change orders shall increase the total price payable under this agreement by more than 10% or an amount greater than \$93,500.00.

The term of this agreement is September 16, 2012 through September 15, 2013.

Commissioner Griffin seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner John Odom	Aye
Commissioner Faye Griffin	Aye
Commissioner Donald Rosier, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

Dated: September 11, 2012

AGREEMENT

THIS AGREEMENT, dated for reference purpose only this 1st day of June, 2012, by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (hereinafter, "County"), and **FARM CREDIT COUNCIL SERVICES, INC.** (hereinafter, "FCC").

WITNESSETH:

WHEREAS, the County is desirous of obtaining third party claims administration services for Workers' Compensation claims; and

WHEREAS, FCC has agreed to perform all services required pursuant to this Agreement in the time and manner hereinafter set forth.

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 FCC agree as follows:

1. **SERVICES.**

A. FCC shall perform the services specified in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference. The references in Exhibit A to Summit Point Consulting or Summit Point are hereby revised to refer to Farm Credit Council Services, Inc. or FCC. The Agreement is not to be construed as a promise on behalf of the County to provide FCC with any minimum level of services. FCC will manage and administer all claims referred by the Client that occur during the period of this Agreement. All claim payments and Allocated Claims Expenses shall be made with County funds. FCC will act on behalf of the County in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims. FCC is

12-328

responsible for complying with all applicable State and Federal laws and ensuring County compliance with same in managing and administering claims including but not limited to compliance with Medicare, Medicaid and the SCHIP Extension Act of 2007.

B. FCC will provide managed care services through mc mc LLC, FCC's managed care partner. The County reserves the right to require FCC to utilize a managed care partner other than mc mc LLC by providing 30 days written notice of same to FCC.

C. The following is a description of allocated claims expenses payable with County funds ("Allocated Claims Expenses"):

Allocated Claim Expenses. FCC will pay all Allocated Claim Expenses with County Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms other than FCC and which are eligible claim expenses under the County program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement, or defense of County claims, even if such expenses are incurred by FCC. Allocated Claim Expenses will include charges for:

- 1) Independent medical examinations of claimants;
- 2) Managed care expenses, which include the services provided by mcmc, LLC FCC's managed care partner. Examples of managed care expenses include but are not limited to PPO networks, utilization review, nurse case management, medical bill audits and medical bill review;
- 3) Fraud detection expenses, such as surveillance and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Deposition, court reporters and recorded statements;
- 7) Index bureau and OFAC (Office of Foreign Assets Control) charges;
- 8) Electronic Data Interchanges, EDI, charges if required by State law;
- 9) FCC personnel, at their customary rate or charge, but only with respect to claims outside the State of Colorado and only if such customary rate is communicated to the County prior to incurring such cost:
- 10) Actual reasonable expenses incurred by FCC employees outside the State of Colorado for meals, travel, and lodging in conjunction with claim management;
- 11) Police, weather and fire report charges that are related to claims being administered under the County program;
- 12) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 13) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under the County's program;
- 14) Charges associated with Medicare Set-Aside Allocations; and
- 15) Other expenses normally recognized as an Associated Loss Adjustment Expense (ALAE) by industry standards.

Allocated Claims Expenses shall be billed at the rates set forth in Exhibit "A" for Managed Care fees and filings. Only Allocated Claims Expenses for which FCC has followed the procedures and obtained the required approvals set forth in Exhibit "A" shall

be payable hereunder. Only the Allocated Claims Expenses itemized above or included in the Fee Schedule in Exhibit "A" as Managed Care fees and filings shall be payable hereunder. All other expenses shall be deemed to be covered by the compensation payable to FCC as described in paragraph 5 unless agreed to by the County in writing in advance of incurring those expenses. FCC shall provide reports in a form and at intervals requested by the County setting forth claims payments and Allocated Claims Expenses paid as described in paragraph 11 herein.

D. As part of the services, FCC shall provide the County with two CS Stars licenses for no additional fee. Said license shall continue through the term of this Contract. Data conversion services to migrate the County's historical data into FCC's database shall be provided by FCC at no cost to the County. FCC shall also provide training services for the County employees in the use of CS Stars for no additional fee. FCC warrants that the CS Stars product is duly licensed from CS Stars and shall not infringe upon nor violate any U.S. or Canadian patents, copyrights, trade secrets or other proprietary rights of any other party and that FCC through its license with CS Stars has the right to provide for the use of those licenses by the County hereunder.

2. **CLAIMS FUNDING.** FCC will pay claims from the claim payment escrow account established at a bank acceptable to the County and held by FCC for the benefit of the County. The Escrow Account will be funded by the County. FCC will manage the Escrow Account in a fiscally responsible ethical manner according to all applicable requirements of local, state and federal law and the instructions given from time to time by the County or the County Treasurer. All escrow funding requests from FCC will include a check register reconciling the funding requests to all claim payments

made in the previous payment period. Those reports will be delivered in an electronic format.

3. **APPROVAL AND ACCEPTANCE OF THE SERVICES.** The County's Authorized Representative shall be the sole judge of the acceptability of the services by FCC and the sufficiency of the supporting data submitted by FCC. If, at the sole discretion of the County conferences with FCC are necessary or desirable to explain or correct work that has been done, FCC shall make no additional charge for time or costs for personal attendance at such conferences or for making the required explanations or corrections.

4. **COMPENSATION.** County agrees to pay FCC for its Services hereunder, and FCC agrees to accept from County fees in accordance with the schedule included in Exhibit "A". Payment for the services related to Worker's Compensation Claims shall be made on a quarterly basis for a quarter of the total amounts specified in Exhibit "A". Invoices shall include such details as are requested by the County's Authorized Representative. All expenses that are not Allocated Claim Expenses described in Section 1 incurred by FCC shall be the sole responsibility of FCC.

5. **TERM, TERMINATION AND DAMAGES.**

A. This Agreement shall commence on September 16, 2012 and shall continue to and including September 15, 2013.

B. The County may terminate this Agreement at any time, upon the giving of thirty (30) days written notice to FCC. Such termination shall take effect on the thirty-first (31st) day after the giving of such notice. If FCC fails or refuses to begin or complete the Services in a timely manner or perform in a satisfactory manner, the County

may terminate this Contract forthwith and FCC's right to proceed hereunder. Upon termination, FCC shall be entitled to fees for Services actually performed and approved by the County as of the effective date of such termination, less any costs or expenses incurred by the County with respect to such termination. Upon termination the County will provide notice detailing fees that have been earned and what costs and expenses have been incurred by the County related to the termination. FCC shall pay to the County any prepaid fees in excess of the amount set forth in the notice upon receipt of the notice, and

C. The County reserves the right to renew this Contract for three (3) additional one-year periods by giving notice of its intent to renew prior to the end of the then current term. This Contract term represents Year Two for purposes of the fees set forth in Exhibit "A". If the County exercises any of these options, the annual payments for services shall be in accordance with the amounts set forth in Exhibit "A".

D. If FCC fails to comply with any material provision of this Agreement the FCC shall be liable for any and all damages, including without limitation, the cost of procuring similar services and all other costs and expenses incurred by the County because of such failure.

All time limits stated in this Agreement are of the essence. FCC's failure substantially to complete the Services in conformance with this Agreement shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expense incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing FCC under this Agreement. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

The limitation of liability set forth in the Customer License Agreement between FCC and the County for the CS Stars license referenced in Section 1 of this Agreement shall not serve as a limitation to any claim by the County against FCC arising hereunder.

6. **NOTICES.** Notices pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Notice to the County shall be delivered or mailed to:

Director of Risk Management
Jefferson County
100 Jefferson County Parkway
Golden, CO 80419-5500

and

Jefferson County Attorney's Office
100 Jefferson County Parkway
Golden, CO 80419-5500

or to such address or addresses as the County may from time to time designate by notice to FCC.

Notice to FCC shall be delivered or mailed to:

Farm Credit Council Services, Inc.
7951 E. Maplewood Avenue, Suite 225
Greenwood Village, CO 80111

or to such address or addresses as FCC may from time to time designate by notice to the County.

7. **COUNTY'S AUTHORIZED REPRESENTATIVE.** The County hereby designates the Director of Risk Management, or her designee, as the County's

Authorized Representative to work with FCC. FCC will be notified of any change by the County in its Authorized Representative.

FCC designates Bill Rush as its Authorized Representative to work with the County. FCC agrees not to replace its Authorized Representative unless requested by the County or unless his employment is terminated or for other exigent circumstances. The County must approve any substitution and in the event no substitute is acceptable, may terminate this Agreement.

8. **INDEPENDENT CONTRACTOR STATUS, TAXES AND INSURANCE.**

A. **Independent Contractor. In performing this Agreement, FCC acts as an independent contractor and is not acting as an agent, servant or employee of County. No person employed by FCC shall become an agent, servant or employee of County because of this Agreement. FCC is solely responsible for necessary and adequate workers' compensation insurance. FCC shall be responsible for withholding and paying all Federal and State taxes and FCC and FCC's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by FCC or some other entity.**

B. **Insurance.** FCC shall procure and maintain insurance as itemized in Exhibit "B" which is attached hereto and incorporated herein during the life of this Agreement. FCC shall comply with all the terms and conditions set forth in Exhibit "B".

9. **INDEMNIFICATION.** FCC shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, injuries and expenses, including attorneys' fees, arising out of or resulting from FCC's performance of, or failure to perform, the Services under this Agreement, including but not limited to demands for payment for the use of any patented or

copyrighted material, process, design, article or device that may enter into the work or Services being performed by FCC under this Agreement. This provision shall survive the completion of Services and termination of this Agreement.

10. **COUNTY'S OWNERSHIP OF DOCUMENTS.** Any data, documents or other things or information provided by the County to FCC during the performance of the Services and any reports, drawings or other writings produced by FCC shall be and remain the sole property of the County at all times. FCC shall return or provide to the County all such data, reports, drawings, documents or other things upon request of the County Authorized Representative at any time and before termination of this Agreement upon expiration of the term or earlier as provided herein. All data, documents or other information provided to FCC and results or conclusions of the Services shall be deemed confidential and shall not be disclosed by FCC to any person or entity not a party to this Agreement without the prior written consent of the County.

11. **RECORDS AND REPORTS.**

A. FCC shall be responsible for filing and maintaining all claim information relating specifically to the County which is necessary for the performance of FCC's obligations under this Agreement (the "Records") for a period of five (5) years subsequent to the termination of this Agreement (longer if required by law). Records shall be maintained in a manner necessary to satisfy all federal, state, County and local requirements for the services performed hereunder. The Records shall remain the sole property of the County.

- B. FCC shall provide the reports specified in Exhibit "A" at the intervals set forth in Exhibit "A". FCC shall provide the County with an annual Stewardship Report and a monthly Payment Transaction Report. In addition, FCC shall provide such additional reports showing the status of the services in such form and at such intervals as are requested by the County's Authorized Representative.
- C. FCC shall make the Records available for inspection by duly authorized representatives of the County, or any governmental or regulatory authority having jurisdiction over FCC or the County.

12. **SUBCONTRACTORS.** FCC shall not employ consultants or subcontractors without the prior written approval of the County's Authorized Representative. FCC shall be responsible for the acts and omissions of its agents, employees, consultants and subcontractors. FCC shall be responsible for coordination of all work required to complete the Services, including all work performed by its consultants and subcontractors. FCC shall bind such consultants and subcontractors to the terms of this Agreement. This Agreement is voidable by the County if subcontracted by FCC without the express written consent of the County.

13. **LAWS, PERMITS AND LICENSES.** FCC agrees to abide by all the applicable laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Jefferson, and of any other political subdivision, securing all necessary licenses and permits in connection with implementing this Agreement.

14. **NONDISCRIMINATION AND ILLEGAL ALIENS.** FCC agrees not to discharge, refuse to hire, 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.

If FCC has any employees or subcontractors, FCC shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, FCC certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that FCC will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. FCC shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (ii) Enter into a contract with a subcontractor that fails to certify to FCC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. FCC has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.

C. FCC shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If FCC obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, FCC shall:

- (i) Notify the subcontractor and the County within three days that FCC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that FCC shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. FCC shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If FCC violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, FCC shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if FCC violates this provision of this Agreement and the County terminates the Agreement for such breach.

15. **ASSIGNMENTS**. This Agreement is voidable by the County if assigned by FCC without the prior written consent of the County.

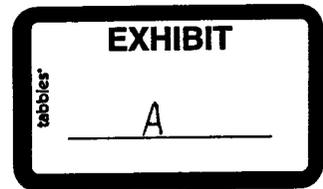
16. **VENUE.** Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

17. **AMENDMENT.** Except as otherwise provided herein, this Agreement may not be modified or amended except by an agreement in writing signed by the parties.

18. **NON-APPROPRIATION.** The payment of County obligations hereunder in fiscal years subsequent to the current year are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the County may terminate this Agreement upon written notice to FCC. The County's fiscal year is currently the calendar year.

19. **CONFLICT.** FCC will not knowingly perform any act that would conflict in any manner with the performance of Services required to be performed hereunder. By execution of this Contract, FCC certifies that it is engaged in no current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business which might result in a conflict of interest in the performance of Services under this Agreement.

20. **SURVIVAL.** Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement 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 Agreement.



STATEMENT OF WORK

THIRD PARTY CLAIMS ADMINISTRATION FOR THE WORKERS' COMPENSATION PROGRAM

FCC Services

Background:

Jefferson County is self insured in Workers' Compensation with an excess insurance policy above the self-insured retention. Since August 2009 Jefferson County has contracted with a third party administrator to administer the Workers' Compensation claims per the State of Colorado, Division of Workers' Compensation Act. FCC Services will provide services to administer the Workers' Compensation claims on behalf of the County.

Scope of Work:

- **Claim Administration/Handling**
 - Centralized claims and incident-only via phone, fax and email
 - Distribution of and adherence to the Quality Service Plan which is attached hereto and incorporated herein by this reference
 - Reporting and settlement authority level established by Jefferson County
 - Allow transfer of claim file at Jefferson County's request
 - No defense counsel assigned without prior approval
 - County Attorney/Workers' Comp. counsel designated by the County
 - Evidence of complete, objective, and proactive file supervision, including action plan
 - Service fee invoicing quarterly
 - Allocated expenses controlled and clearly identified with billings
 - Phone calls and e-mails made to Claims Administrator by Jefferson County representative to be returned within 24 hours of receipt
 - Designated adjusters as approved by the County
 - Contact made with Jefferson County Risk Management personnel and claimant within 48 hours of claims being entered into Stars
 - Aggressive pursuit of subrogation, which involves notification to the Division of Workers' Compensation, Claimant and Risk Management Personnel at Jefferson County.
 - Quarterly Claim Reviews with Jefferson County Risk Management personnel
 - Losses identified and sorted by location code
 - For Workers' Compensation – three-point contact within 48 hours of claims being entered into Stars
 - Active case management, vocational rehabilitation as required
 - Effective coordination of Jefferson County's Return-to-Work program between doctor, location and Jefferson County Risk Management personnel
 - Ensure Jefferson County is in compliance with HB1176
 - All required documents/forms to the Division of Workers' Compensation will be completed by FCC Services.
 - Ensure Jefferson County is in compliance with MMSEA, SCHIP
 - Mileage reimbursement will be forwarded to Risk Management personnel at Jefferson County prior to payment for approval
 - Deposits into the Jefferson County Imprest Account will be done by FCC Services

- FCC Services Claims Adjusters will participate in trainings regarding Workers' Compensation at Jefferson County
- FCC Services will calculate the Average Weekly Wage from pay reports provided by Jefferson County Personnel
- **Assistance/Problem Resolution**
 - One designated account manager with authority to resolve problems/issues within any office.
- **Claim Data and Information System**
 - Paper and electronic (Excel) loss runs, provided monthly at no additional cost.
 - On-Line access to claim notes, financial & reports
 - Data conversion from self administered program
- **Administrative Guidelines**
 - Reporting requirements to Jefferson County by FCC Services.
 - Initial report for all new reserves over \$10,000
 - Subsequent reports over \$10,000, every 60 days thereafter
 - Immediate notification of all initial reserves over \$10,000 prior to input
 - Immediate notification of all reserve changes over \$10,000 prior to input
 - All settlement offers will be discussed with the Director of Risk Management in advance prior to offer
 - Any payment greater than \$100,000 prior to issuance of payment
 - Jefferson County is notified when injured worker is released to return to work in any capacity, including when an employee does not show up for an appointment or an appointment is rescheduled.
 - Non-compliance with return to work program
 - Employee reports his or her own Workers' Compensation claim to Jefferson County, Risk Management.
 - Discussion with Jefferson County prior to assignment on the following:
 - Surveillance or activity checks
 - Defense counsel
 - Retention of experts
 - Assignment of nurse case manager
 - Assignment of independent adjusters
 - Jefferson County will be advised and authorization obtained on the following:
 - All settlement conferences and hearings
 - Subrogation potential (Jefferson County must be notified prior to subrogation)
 - Claim that results in denial of benefits to injured worker
 - Prior to issuing reservation of rights letter and/or declination of coverage
 - Questionable claims
 - Jefferson County will be copied on the following:
 - Copied on all legal correspondence
 - Copied on all correspondence to the Division
 - Copied on all denials
 - Copied on reports to Excess Carrier
 - Telephone calls and e-mails returned within 24 business hours of contact
 - Quarterly claim reviews
 - Periodic meetings, as needed, on high exposure claims
 - Location coding for all claims

- Newly acquired locations coded and added to the program within 5 business days
 - Take over the management of all maintenance medical files action plans to be developed with Jefferson County's input and included on initial and subsequent reports on all files
 - Litigation plans developed and approved on all files that are litigated
 - Prior to settlement – detailed presentation of case to insured including settlement range, defensibility, and settlement percentage
 - TPA will assume the responsibility for all Excess carrier reporting and updates to Excess Carriers
- **Reporting to Jefferson County by Summit**
 - Summary Claims Loss Run Analysis
 - Total Paid, Total Reserved & Total Incurred by location
 - Open claims report
 - New claims report
 - Total claims report
 - Loss time reports
 - Sample billing including breakout of claim service charges and claim payments by location
 - Fee scheduling savings report

Team Structure & Account Management:

- Jefferson County's claims will initially be handled by FCC Services current team with the eventual addition of one new medical-only adjuster.
- All claims will be managed either from FCC Services Greenwood Village, Northglenn, or Jefferson County offices.
- FCC Services will have an on-site adjuster housed at Jefferson County's Risk Management office one day per week with slight variations from time-to-time due to individual work schedules.

Medical Case Management:

PPO Network/Medical Bill Review/Enhanced Bill Review

Jefferson County agrees to utilize the current recommendation of mcmc, LLC, for the County's Workers' Compensation program; however, the County will have the option of selecting a different PPO Network at any time during the course of this contract.

Nurse Case Management Services

Jefferson County will select the nurse case management service provider.

Pharmacy Benefits Management

Jefferson County has the option of selecting pharmacy benefits provider during the course of this contract.

Independent Medical Examinations

FCC Services will work with the County to determine when Independent Medical Examinations (IME) are needed. For purposes of this description, IMEs will include functional capacity exams, records review, commission exams, second surgical opinions, and independent medical examinations.

County's Proposed Case Loads:

The County accepts the current caseload of FCC Services adjusters of 115 (lost-time) and 155 (medical only).

PRICING:

Workers' Compensation Claims Administration services with the following pricing structure:

Flat Annual Fee, billed quarterly with a 1 year contract, with optional renewals for 4 additional years includes:

- Contract services
- Cost for RMIS system (2 Users)
- Cost of data transfer
- Take over of all open, reopened and closed claims where maintenance medical is being paid
- Bill Review and Managed Care Services
- Flat Annual Fee is inclusive of all claims of any type including but not limited to Record-Only claims

Annual Flat Fee:

<u>Flat Fee (Year One):</u>	\$70,000 – new claims \$15,000 – tail claims
<u>Flat Fee (Year Two):</u>	\$70,000 – new claims \$15,000 – tail claims
<u>Flat Fee (Year Three):</u>	\$72,000
<u>Flat Fee (Year Four):</u>	\$75,000
<u>Flat Fee (Year Five):</u>	\$75,000

The above pricing includes the management of all open, reopened and closed claims where maintenance medical is being paid.

The pricing is based on the County inputting all accidents directly into the web-based FCC Services CSStars System.

- Annual General Administration Fee: \$0
- Annual MMSEA CSStars Maintenance Fee: \$0
- RMIS System: There is **no** cost for 2 CSStars licenses to access the claims management system.

- Data Transfer: There is **no** cost to the County for the data conversion as long as the conversion only includes closed claims with payments on them over the past seven years in addition to all open claims.

Managed Care Fees & Filings (Billed off the Claim Files):

- Fee Scheduling:

The per line fee will be \$1.25 per line with a two line header charge.

- PPO Application/Specialty Review:

The fee for PPO and specialty reviews is 29% of savings.

The savings agreements vary between FCC Services and the managed care providers. However, in general, the agreements are typically 25% of savings retained by the provider and 4% of the savings retained by FCC Services.

- Medical Case Management services:

\$89.00 per hour (to be agreed-upon by the County prior to assignment).

Typically, managed care services and claim management fees will be paid off of the claim files through the CSStars system upon receipt of an invoice or the set-up of a new claim. All bill review and re-pricing will be allocated expenses per NAIC guidelines. The managed care services are billed as an allocated expense on the claim files and paid monthly.

- Filing Fees:

There will be a \$1.95 charge for each electronic filing made with the DOWC (FROIs, SROIs, Notice of Contest, etc.). For each "Claim Search" FCC Services will run for compliance with OFAC, state Child Support statutes and prior claim history there is a \$7.85 charge. These charges will be passed onto the County and paid off the claim file as Allocated Loss Adjustment Expense (ALAE).

There will be a \$12.50 MMSEA filing fee on each claim for Medicare reporting paid off of the claim file as Allocated Loss Adjustment Expense (ALAE).

- Banking Fees:

The banking fees and any check stock fees will be billed to the County through regular invoicing.

- Subrogation:

Note that all subrogation services are included in the pricing outlined herein.

CONTRACT REFERENCE

This Statement of Work is an attachment to Contract _____ executed by the parties on _____, and is governed by the terms and conditions therein. No work shall begin in relation to this SOW until the contract has been executed; including receipt and approval by the County of required documents.

Name	Kelly Knauer
Title	Director, Risk Management
Phone	303-271-8447
Email	kknauer@jeffco.us

	INSURANCE REQUIREMENTS --	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 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.	\$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles. (If autos are used in the performance of work under this agreement.) Combined single limit for bodily injury and property damage.	\$1M CSL per accident
	Professional Liability/Errors and Omissions limits	\$1M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	Certificates of insurance on all policies to the county shall provide written notice of not less than 30 days prior to cancellation or non-renewal of coverage	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- and/or 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
IV	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
V	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Jeffco Public Shooting Range (JPSR) Update
September 13, 2016**

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

ISSUE:

Locating and developing an outdoor public shooting range that is safe, addresses environmental considerations and is welcoming to a full range of recreational shooters from novice to expert.

BACKGROUND:

In July of this year the Blunn/Pioneer site in Arvada was withdrawn from consideration as a possible JPSR location. The JPSR - Blunn/Pioneer community meetings held in May and July 2016 reinforced the need and desire for an outdoor public shooting range in or near Jefferson County at a suitable location. Staff continues to study multiple locations for such a facility in four primary areas in the vicinity of: 1) Rocky Flats National Wildlife Refuge, 2) I-70 and C-470, 3) the Pike National Forest and 4) quarries.

DISCUSSION:

Attached are maps of potential sites that staff continues to study. These maps will be reviewed at the Briefing. In addition, staff is currently preparing a summary of all planning activities, information gathered and lessons learned so all information is easily accessible in one document. This document will be sent to the Board when it is completed later this month.

FISCAL IMPACT:

Conservation Trust Funds (Colorado Lottery proceeds) have been budgeted in 2016 for a noise study and concept plan in the amount of \$48,700. Also in 2016 and 2017 \$500,000 for each year has been allocated for capital construction which is envisioned to occur with a public-private partnership to build and operate this facility.

RECOMMENDATIONS:

Continue to document all JPSR activities and pursue multiple site locations and partnerships.

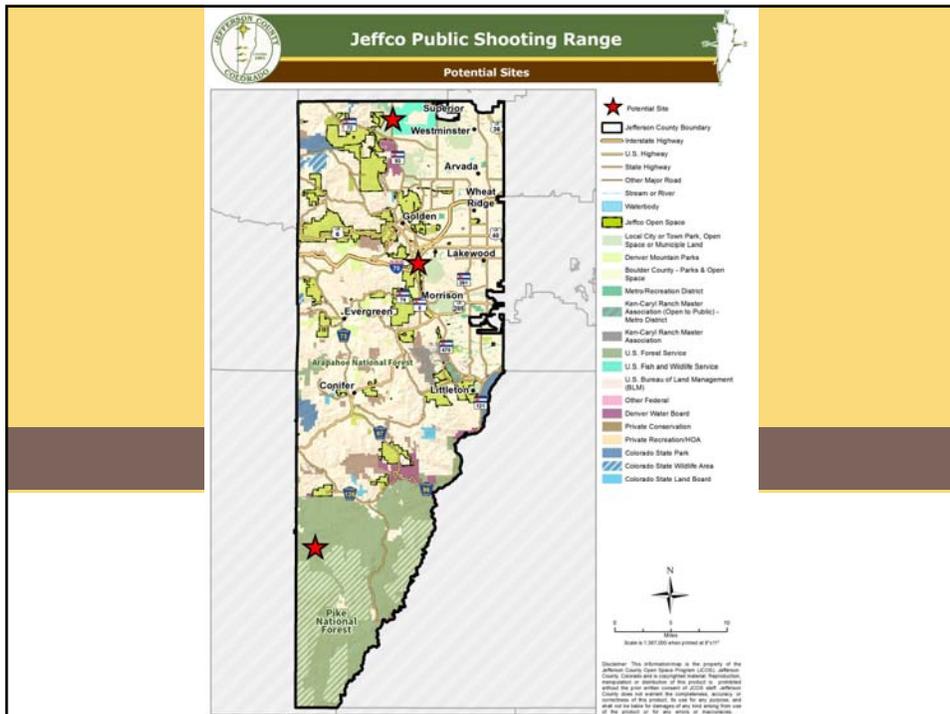
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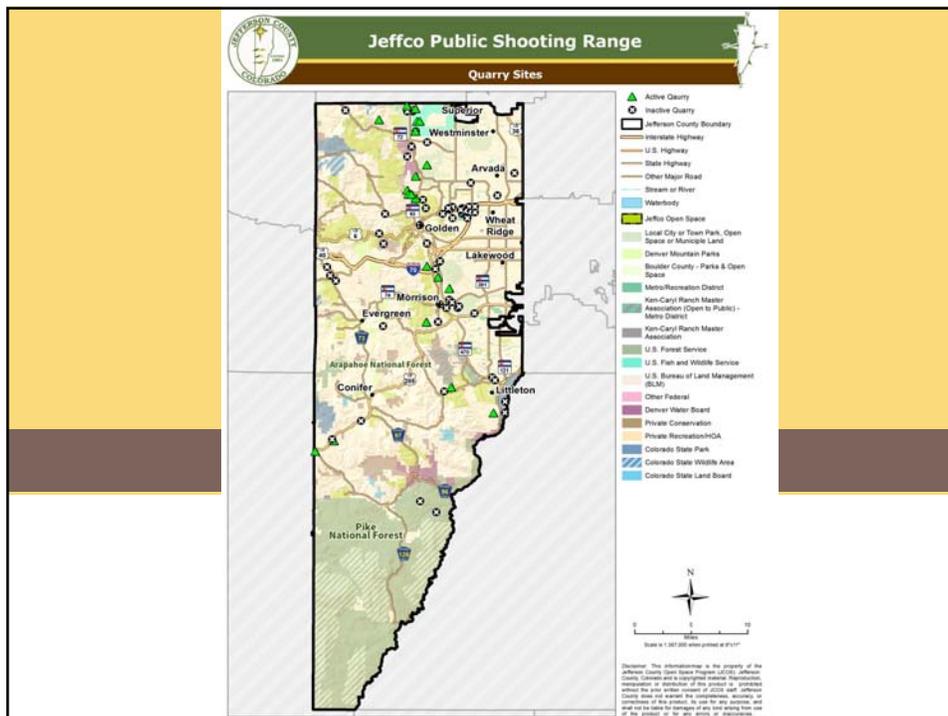
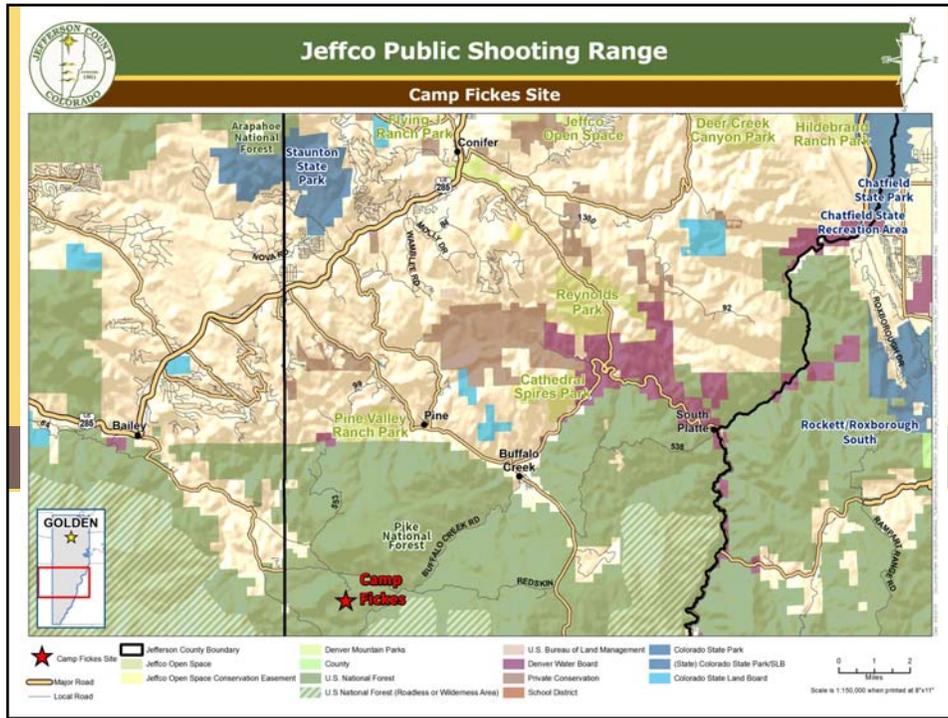
Tom Hoby, Director of Open Space and Parks

CONTACTS FOR ADDITIONAL INFORMATION:

Amy P. Ito, Planning Manager

Open Space Briefing September 13, 2016





BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Jeffco Public Shooting Range (JPSR) Update September 13, 2016



For Information



For Discussion/Approval
Prior to Future Hearing



For Action

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ORIGINATOR:

Tom Hoby, Director of Open Space and Parks

CONTACTS FOR ADDITIONAL INFORMATION:

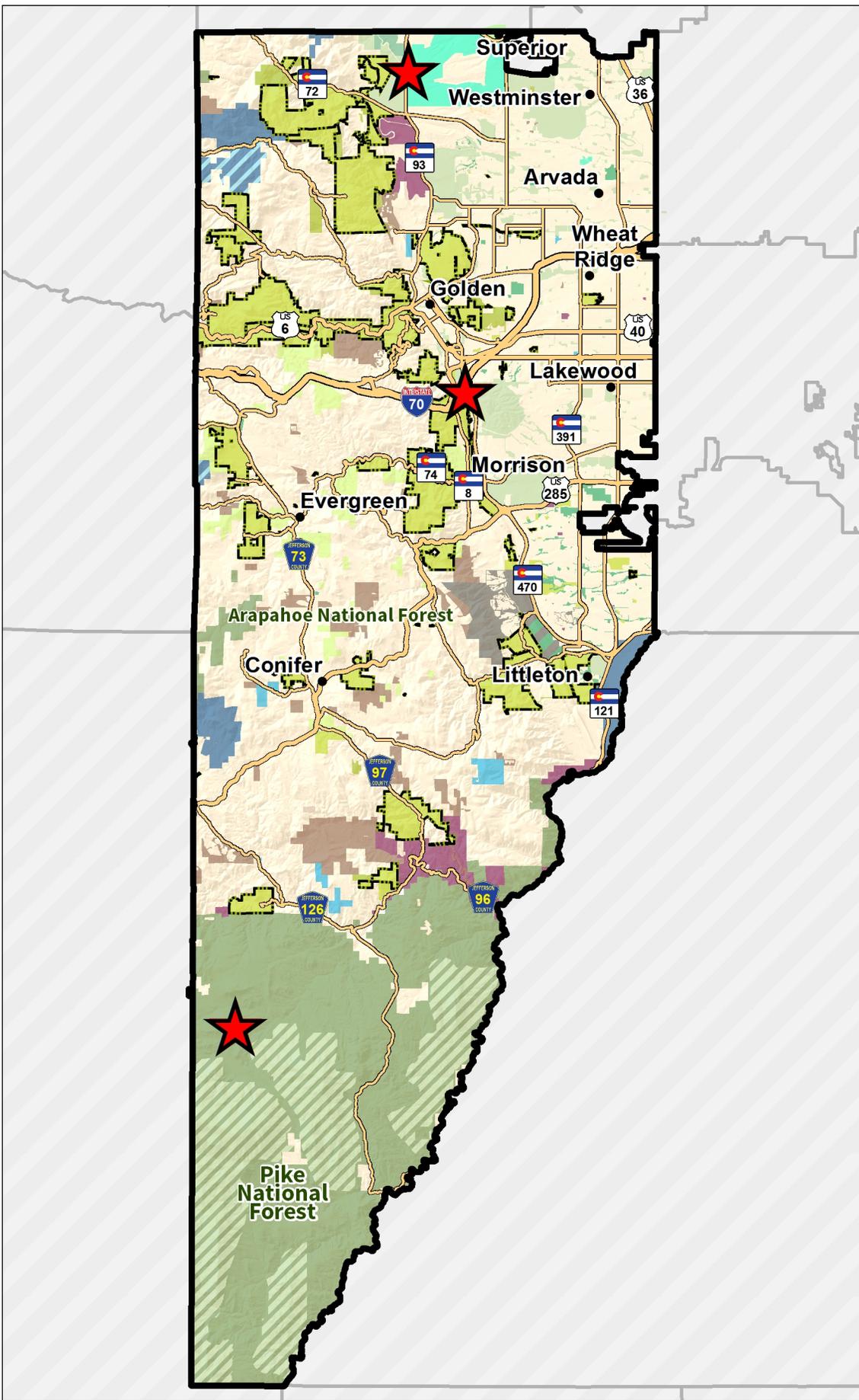
Amy P. Ito, Planning Manager



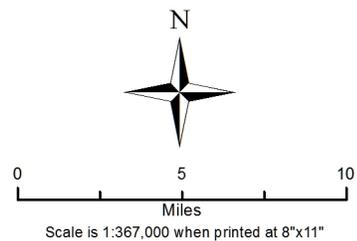
Jeffco Public Shooting Range



Potential Sites



- Potential Site
- Jefferson County Boundary
- Interstate Highway
- U.S. Highway
- State Highway
- Other Major Road
- Stream or River
- Waterbody
- Jeffco Open Space
- Local City or Town Park, Open Space or Muncipale Land
- Denver Mountain Parks
- Boulder County - Parks & Open Space
- Metro/Recreation District
- Ken-Caryl Ranch Master Association (Open to Public) - Metro District
- Ken-Caryl Ranch Master Association
- U.S. Forest Service
- U.S. Fish and Wildlife Service
- U.S. Bureau of Land Management (BLM)
- Other Federal
- Denver Water Board
- Private Conservation
- Private Recreation/HOA
- Colorado State Park
- Colorado State Wildlife Area
- Colorado State Land Board

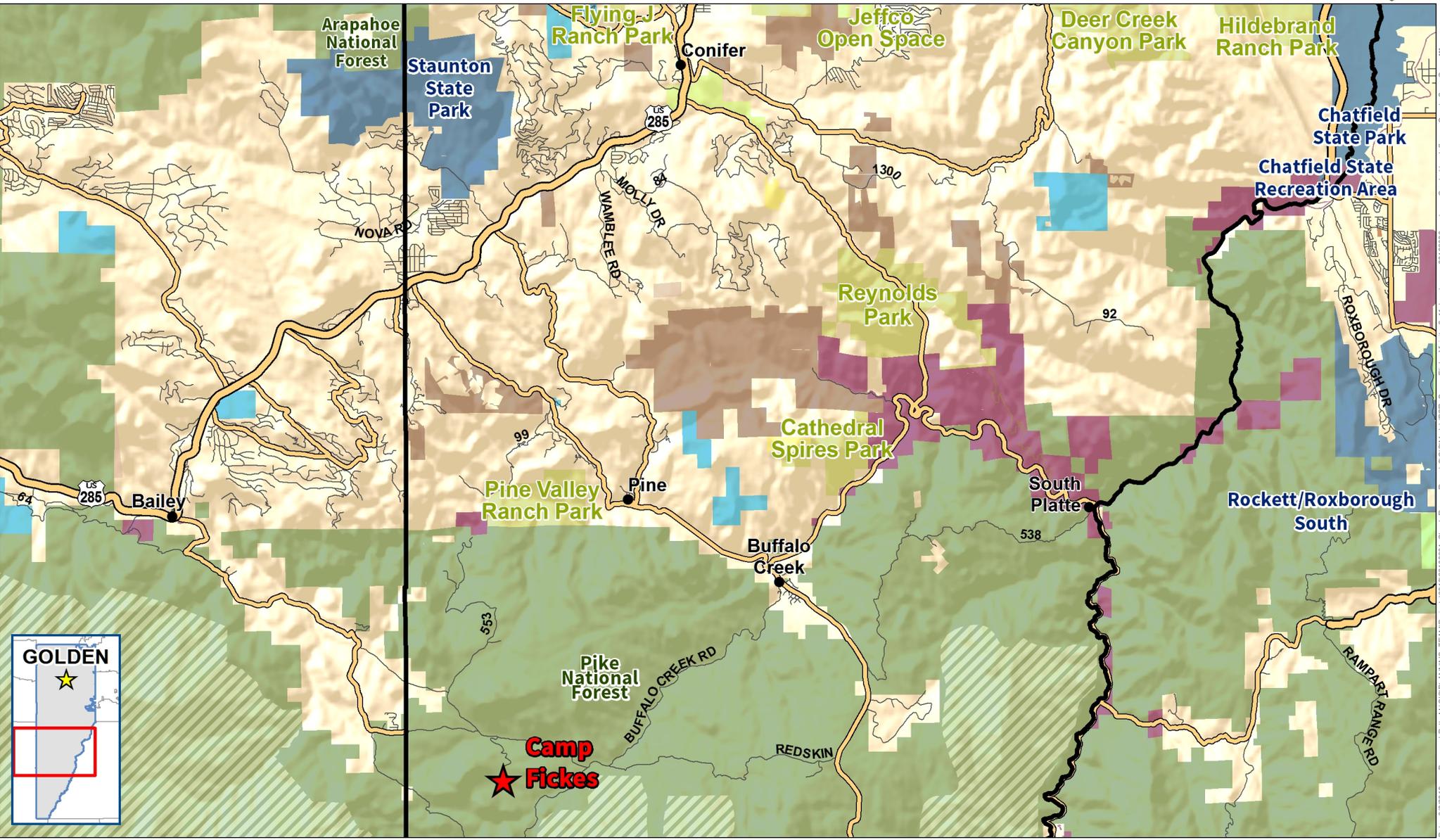


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Jeffco Public Shooting Range

Camp Fickes Site



Camp Fickes Site	Jefferson County Boundary	Denver Mountain Parks	U.S. Bureau of Land Management	Colorado State Park
Jeffco Open Space	Jeffco Open Space Conservation Easement	County	Denver Water Board	(State) Colorado State Park/SLB
Major Road	U.S. National Forest	U.S. National Forest (Roadless or Wilderness Area)	Private Conservation	Colorado State Land Board
Local Road			School District	



Scale is 1:150,000 when printed at 8"x11"

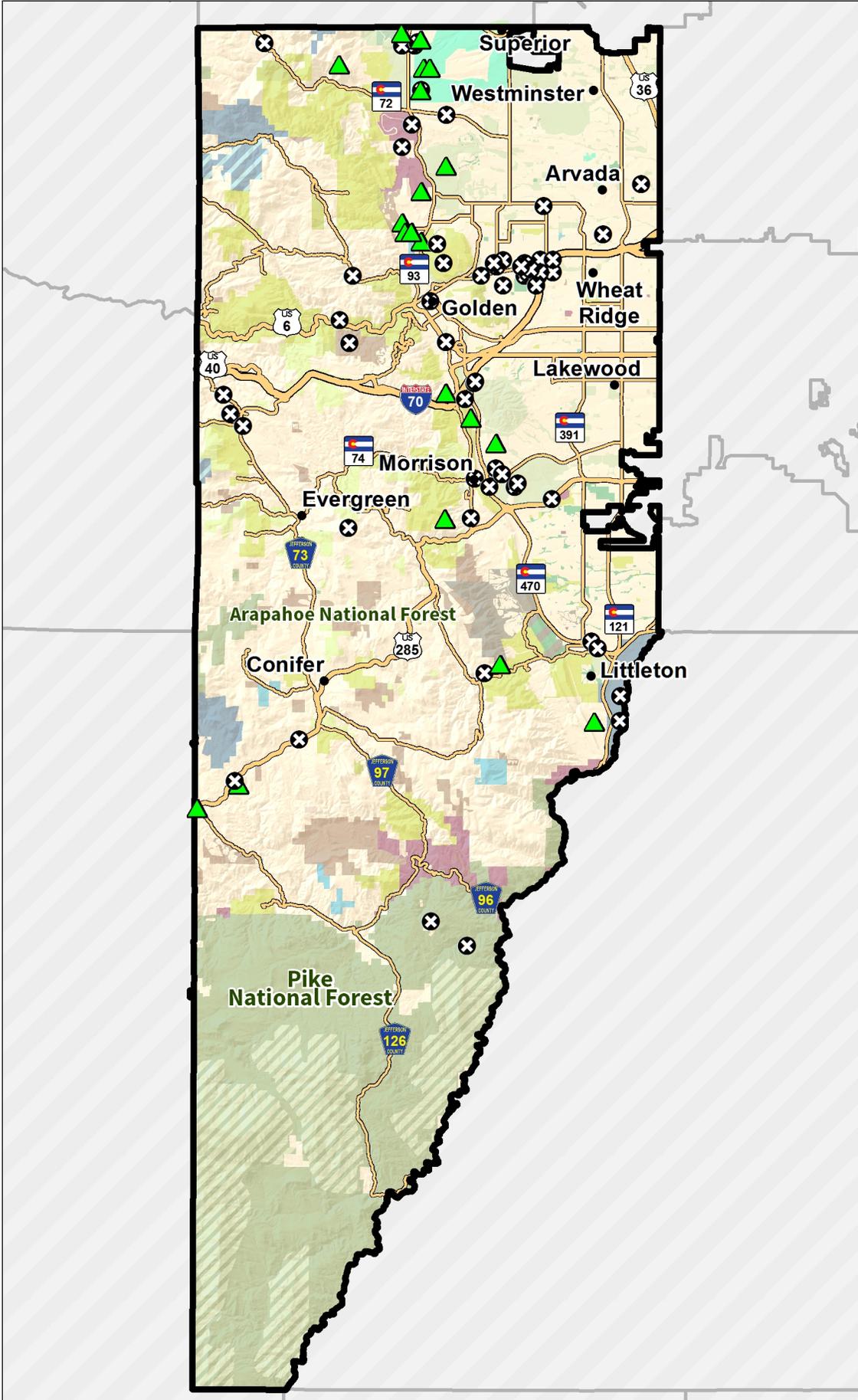
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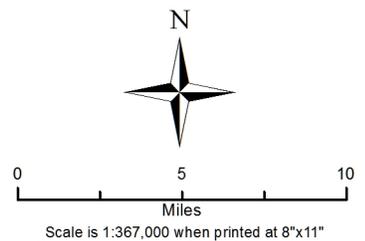
Jeffco Public Shooting Range



Quarry Sites



- Active Quarry
- Inactive Quarry
- Jefferson County Boundary
- Interstate Highway
- U.S. Highway
- State Highway
- Other Major Road
- Stream or River
- Waterbody
- Jeffco Open Space
- Local City or Town Park, Open Space or Municipal Land
- Denver Mountain Parks
- Boulder County - Parks & Open Space
- Metro/Recreation District
- Ken-Caryl Ranch Master Association (Open to Public) - Metro District
- Ken-Caryl Ranch Master Association
- U.S. Forest Service
- U.S. Fish and Wildlife Service
- U.S. Bureau of Land Management (BLM)
- Other Federal
- Denver Water Board
- Private Conservation
- Private Recreation/HOA
- Colorado State Park
- Colorado State Wildlife Area
- Colorado State Land Board



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BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Traffic Paint Contract
September 13, 2016**

For Information

For Discussion/Approval
Prior to Future Hearing

For Action

ISSUE: A portion of the Transportation and Engineering Division's (T&E) annual paint operations is conducted thorough a contract for services.

BACKGROUND: For many years, T&E has hired an outside contractor to apply higher quality paint products to the county's highest volume roadways. These products include epoxy lane striping paint and thermoplastic pavement markings. These products are more durable under high traffic conditions to our standard water-based lane striping paint and adhesive-only pavement markings that are applied by T&E staff.

DISCUSSION: Arterial street segments and intersections have been selected for this year's contract. The majority of proposed work is to reapply faded crosswalk and stop bars at many arterial intersections. There is also lane striping proposed on CR73 and other arterials.

FISCAL IMPACT: Proposed \$120,000 contract funded roughly \$80,000 from T&E operating budget and roughly \$40,000 from Road & Bridge maintenance budget for painting of repaved arterials.

RECOMMENDATIONS: Approve upcoming contract once bid process is complete.

ORIGINATOR: Derek Schuler, Transportation & Engineering, x8497

CONTACT FOR ADDITIONAL INFORMATION: Steve Durian, x8498

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**Airport Advisory Board-Survey
September 13, 2016** For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE: Staff and consultant are in attendance today to present results from airport tenant outreach regarding the formation of an Airport Advisory Board.

BACKGROUND: On August 2nd, Airport staff and consultant met with the Board of County Commissioners (BCC) to discuss the potential of appointing an airport advisory board (AAB). The process involves the following Tasks with each phase contingent on Board approval:

Task 1 – Data collection and development of options for Board structure

Task 2 – Tenant input and identification of preferred alternative (today's presentation)

Task 3 – Implementation and appointment of an Advisory Board

Task 4 – Advisory Board organization and retreat

During the briefing, discussion ensued regarding potential governance models, goals, structure, costs and responsibilities. The Board indicated a preference for the AAB to work with the Airport Director and report directly to the BCC on an ongoing basis.

Proposed goals for the AAB included:

- Create opportunities to engage the public
- Build awareness of the Airport and its role in the economic health of the region
- Establish a feedback mechanism regarding the Airport
- Educate users/tenants/neighbors about operating guidelines
- Ensure "good neighbor" practices by the Airport
- Develop Airport advocates

The BCC reviewed a list of potential items that would be within the purview of the AAB and stated a preference for the AAB's scope to include the following items

- Master Plans
- All relevant planning documents
- Airport goals
- Reports from Airport and ad hoc committees
- Major capital projects
- Design Guidelines
- Community Updates

At the conclusion of the study session, the BCC directed that Task 2, tenant outreach, be undertaken with airport users and tenants for feedback regarding the proposed AAB.

DISCUSSION: An online tenant survey was developed and released on August 25th to gather input. Tenants were notified by email, social media, posters distributed around the airport. Additionally, a tenant meeting was held on August 25th to discuss the potential of an AAB. Approximately 18 tenants were in attendance and indicated strong support for the appointment of the board as well as agreement with the goals and scope identified above. Additional comments received at the tenant meeting and following two key items were noted:

1. Increase the number of board members from 5 to 7 to ensure broader representation and participation.
2. Increase the number of tenant based representatives from 1 to 2 given the magnitude of tenant based revenues to the Airport.

Meeting attendees also assisted in promoting participation in the survey. The online survey closed on September 5th and 58 completed responses were received. The survey report is attached for your reference. Key responses are summarized as follows:

AAB Goals in highest order of priority:

1. Establish a feedback mechanism regarding the Airport
2. Build awareness of the Airport and its role in the economic health of the region
3. Develop Airport advocates
4. Educate users/tenants/neighbors about operating guidelines
5. Create opportunities to engage the public
6. Ensure good neighbor practices by the Airport

Numerous suggestions were received for additional goals to be evaluated with many focused on enhanced communication and strengthening the role of the airport in the community.

AAB Scope in order of highest number of responses:

1. Airport goals
2. Community updates
3. Master Plan
4. Relevant planning documents/Major capital project schedules
5. Design Guidelines
6. Reports from Airport ad hoc committees

Ad Hoc Committees

The respondents were supportive of the ad hoc committees with the Safety Management System being of most interest. Additional suggestions regarding fueling and outreach were received as well.

Overall

The Airport staff received very favorable customer service ratings from the tenants and several areas for future focus were identified. The survey results and accompanying comments will be a useful tool of the AAB to establish priorities moving forward. It is clear that continuing to improve tenant communication, input and collaboration will be of benefit to both airport management and the tenants.

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

RECOMMENDATIONS: Airport staff recommends that the BCC pursue the appointment of a 7 members AAB that will report directly to the BCC on a regular basis and that the membership on the AAB include the following representation:

- 1 airport business owner
- 1 adjacent business owner
- 2 aircraft owners
- 1 citizen-at-large
- 1 adjacent property owner
- 1 neighboring jurisdiction

Terms and appointment process should be consistent with other Jefferson County citizen advisory boards.

ORIGINATOR: Bryan Johnson, Airport Director, ext. 4851

CONTACTS FOR ADDITIONAL INFORMATION:

Jeanie Rossillon, Director of Transportation & Development, ext. 8575



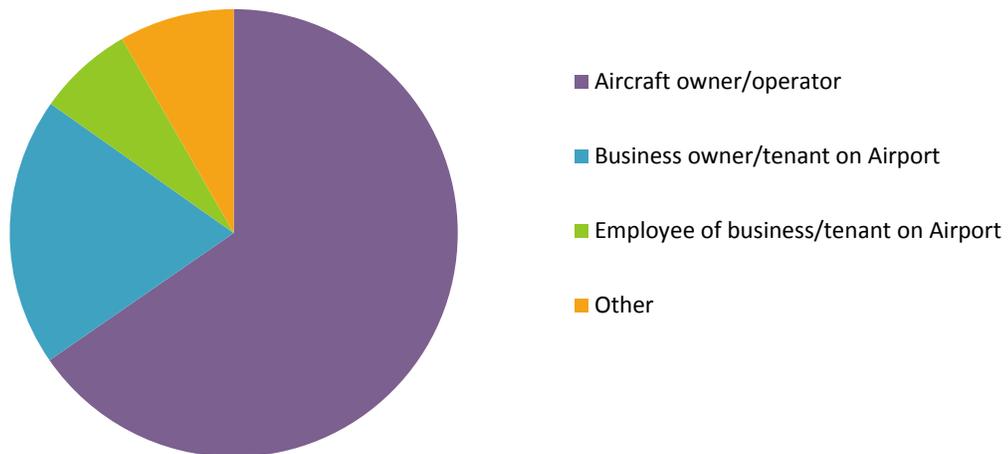
2016 Rocky Mountain Metropolitan Airport - User Survey

Total Survey Responses

	Count	Percent
Complete	58	69.9
Partial	25	30.1
Disqualified	0	0
Total	83	

*As of September 6, 2016

1. Please indicate your affiliation with the Airport:



Value	Percent	Count
Aircraft owner/operator	65.3%	47
Business owner/tenant on Airport	19.4%	14
Employee of business/tenant on Airport	6.9%	5
Other	8.3%	6
	Total	72



Question 1 - "Other" Responses	Count
Airport User	1
Flight instructor, renter pilot, AOPA-appointed Airport Support Network Volunteer for BJC	1
Jeffco Squadron Civil Air Patrol	1
Member of Flying Club	1
Student at flight school	1
pilot and plan to tech CFI there	1
Total	6

2. Please rank the following Advisory Board goals in order of priority (1 being the highest priority):

Overall Rank	Item	Score	Total Respondents
1	Establish a feedback mechanism regarding the Airport	245	59
2	Build awareness of the Airport and its role in the economic health of the region	239	55
3	Develop Airport advocates	205	58
4	Educate users/tenants/neighbors about operating guidelines	182	55
5	Create opportunities to engage the public	171	55
6	Ensure "good neighbor" practices by the Airport	160	53

3. Please add any goals you believe are missing:

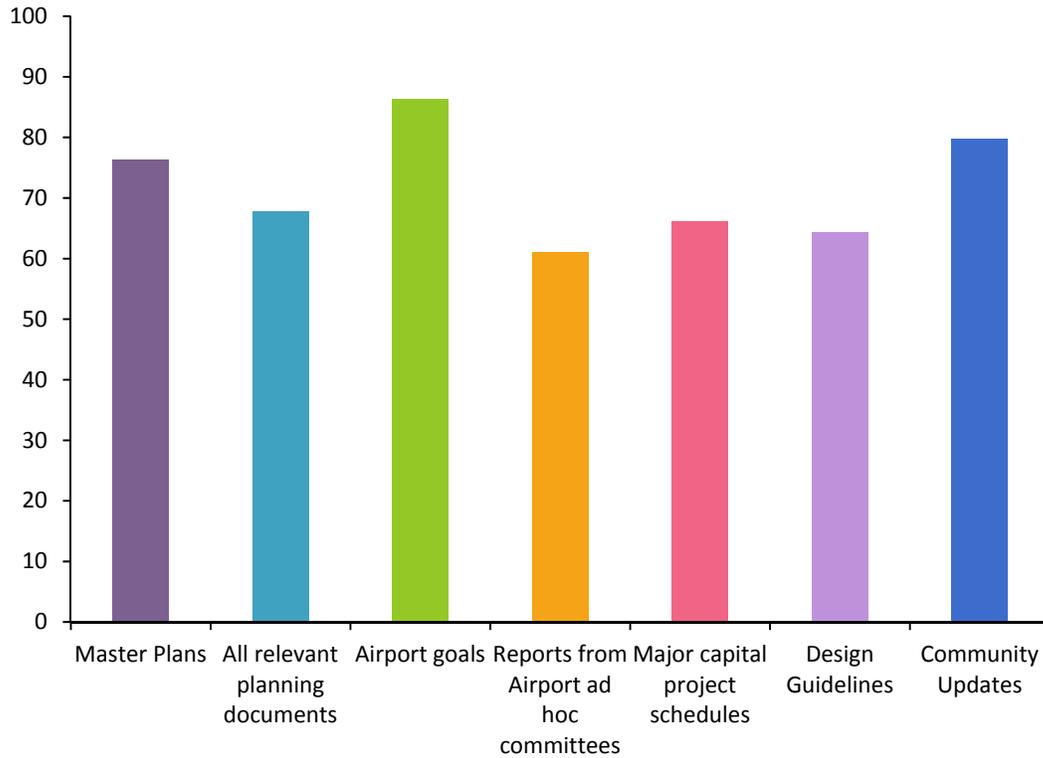
Missing Goals
#1 should be: provide suitable airport for its diverse users: business/ commercial; private/sport pilot; flight school/student. #2 should be: maintain excellent working relationship with the FAA and ATCF.
All the previous goals are good and it is difficult to choose just one.
An additional FBO for competition re costs to users.
Building community with all tenants would create a " we are all in this together" mentality



Missing Goals
Develop official channel of Airport User/Tenant input to airport and BCC. User/Tenant official and efficient involvement and inclusion in airport planning, operations, development, use. Transparency in airport operations, planning, development, agreements, use. User/Tenant oversight and accountability. "3 Legs of the Stool" philosophy: BCC, Airport, and User/Tenant/Advisory/Authority Board - each is there to help enhance the other and to also hold each other accountable.
Economic viability Transparent budgeting/fiscal accounting Build hangars/hail shelters Marketing and PR/community relations
Educate the commissioners about the airport, the issues, the economic benefits. Provide a forum for issues to be discussed openly and fully before decisions are made.
Give guidance to politicians that generally have no idea about airports or aviation
Group should involve itself in anything that is not FAA function of airport.
Have board members representing users of the airport. ie corporate aviation, flight schools, charter, maintenance, and recreational pilots.
I work two jobs and am around a lot of aviation enthusiasts and know they all are excited when events come to BJC - *I* take as many FAA classes and Heli-Ops information meetings as I possibly can given the demands of two jobs and testing toward my CFI
I would have clicked '1' on all. COMMUNICATION!!! A way for the people to know what the airport goals are so we don't end up with situations like the monopoly on fuel that we now have. Also over sight on projects like the huge wall that failed. What happened to the money from that? Did we squander monies that could have been used for other projects?
Improve the airports position and attractiveness within the region
Include input from supporting organizations (i.e. Not Tenants, not citizen neighbors) like Fire Dept, Sheriff, Civil Air Patrol, Tower operators, etc.
Promote the growth of the airport by providing a favorable atmosphere for building new GA and commercial hangars.
Provide the airport management with an advisory group that is invested in the airport and community, knowledgeable of impacts of consolidating FBOs, closing runways and can best provide good guidance to airport management.
Remove fences to let little kids look at airplanes
Safety promotion through lessons learned
The feedback mechanism must include user/tenant input and timely consideration thereof.
To help the airport better serve all of it's direct users.
Utilization of airport land for additional hangars for small planes.



4. Please indicate the items that should be within the purview of the Advisory Board’s role to review, comment and recommend (check all that apply):



Value	Percent	Count
Master Plans	76.3%	45
All relevant planning documents	67.8%	40
Airport goals	86.4%	51
Reports from Airport ad hoc committees	61.0%	36
Major capital project schedules	66.1%	39
Design Guidelines	64.4%	38
Community Updates	79.7%	47



5. Please list any other areas of interest that you would like the Advisory Board to consider:

Question 5 - Responses
Activities to promote general aviation to increase the number of pilots. Without a vital pilot population there is no reasons for airports.
Airport tenant evaluation, tenant selection, and tenant planning coordination to ensure only appropriate types are selected and that fair competition practices are followed.
All areas of operation, development and planning for airport
Hangar space needs and ground lease policies
I think the above is a standard advisory operation ... in previous questions we talked about events ... these events do not necessarily have to be a fully production air-show as much as even bringing in vendors ... a few years back I even got my second employer (Best Buy) to attend. This created a lot of awareness fall-out for several months
Land lease/hangar lease charges and assessed values of private hangars and business properties.
Safety trends
Second FBO? Economic realities. Quarterly fuel flow #s? FBO and corp. Leases and sub-leases
Significant leases and proposed changes of ownership. Partnering with local and regional economic development councils to create plans that would be of mutual benefit.
Support of volunteer organizations.
Tenant activities and opportunities
Why would you limit communications? is this the goal of the commissioners to set this board up so it is impotent? Why was an authority board not even considered? I think this is a bit telling.
maintenance schedules (such as hangar non-movement areas, some of which are in bad need of an overlay, such as the area in front of T155
what recourse is there for all of the above that go against comments and recommendations? what accountability is there that the Advisory Board will have any say whatsoever? If there is no authority in the Advisory Board's role I'm not sure what the benefit of the role is other than another layer of bureaucracy.



6. Current ad hoc committees have been established by Airport Management. Please indicate those of importance to you in order of priority (1 being the highest priority):

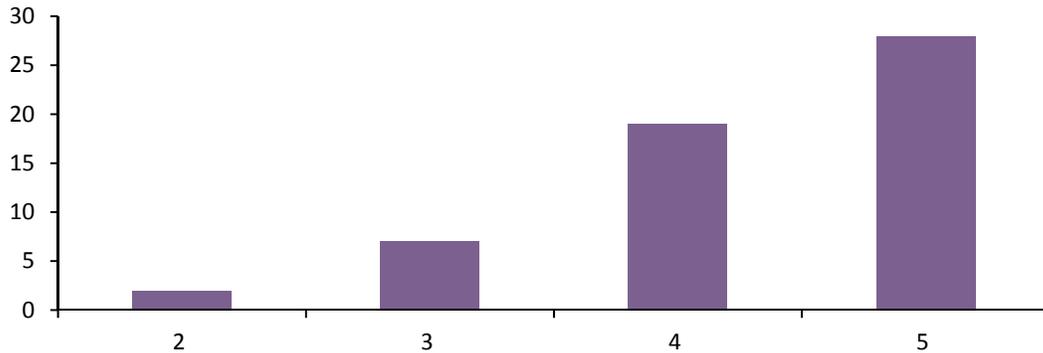
Overall Rank	Item	Score	Total Respondents
1	Safety Management Systems	191	53
2	Airport Planning and Zoning	187	50
3	Airport Security	167	52
4	Unmanned Aircraft Systems	125	53
5	National Business Aviation Association	116	49

7. Please list any other ad hoc committee that should be considered:

Question 7 - Responses
Committee to check out and make recommendation on Recreational Aviation Foundation. (RAF) provides camping and toilet/shower facilities at GA airports.
Fiscal Fuel issues, corp fueling? self-serve?
I can't think of other committees as much as comments on above - NBAA will bring more money and activity since the other FBO by the rotating beacon left and items like security are always invisible *that* is a subcommittee that works and trains all the time. Revitalization comes from apparent fun and activity not visible restrictions
I'm not even aware of the NBAA meeting(s). We are not notified. We should be included in those. Those should be open meetings. Any user/tenants should be available to at the least sit in and listen to any of these meetings.
Out-reach (to tenants, users and to develop new business). communications bod recruitment & education tenant issue resolution (of all kinds) brainstorming connections/user, tenant get togethers
Those representing the probable majority of pilots using the airport, i.e. sport/recreational pilots. Could use representatives from local Experimental Aircraft (EAA) chapter and AOPA for this purpose.



8. Please rate your customer service/interaction with Airport staff (1 poor, 5 excellent):



Count	Response
2	2
7	3
19	4
28	5

9. Are there any issues/concerns you would like addressed by Airport Management?

Question 9 - Responses
Access gates seem to stay open for excessive long times. CAP personnel are instructed to wait for the gate to close before proceeding and to report "tail gathers" to operations. Perhaps there could be designated "truck" gates with slightly longer open times?
Better hanger maintenance
CURRENTLY ... I am hearing good things and get good service (like fueling) as a patron. Looking forward as an instructor I would like to see the public clamoring toward events like small open houses and business that 'my students' can look at (eg NBAA)
Communications with Management and County.
Could you PLEASE look into placing a port-a-potty near the self serve fuel?! We have them in various locations around the field, but the one place where most pilots go when they fly, there's no place "to go"!
Fire extinguisher inspections.
Fuel availability to general aviation aircraft. The current availability feels very limited in the self-service availability.



Question 9 - Responses
Hangar scarcity and very long wait lists for county owned hangars. Also in the same vein, the continued occupation of hangars by non-aircraft owners (I don't know of any specific examples, but have been told that it continues to be an issue).
Hangars - aren't enough of them. Communications - - while tenants are important, so are the users who aren't tenants but spend money & time at the airport. Marketing - raising the profile of the airport and all it has to offer to the community.
I am wondering why we are losing so many of our long term employees. What is going on to cause this to happen. It seems that the overall moral is at an all time low.
Last winter there was one case where the snow removal was horrible.
Lease reviews Hangar wait list
Major airport issues, planning status, capital projects status, and other airport changes should at least be published periodically on the airport website for operator tenant and public information.
None
Not at this time
Only one FBO and fuel provider and the inherent lack of competition. Unreasonable fees on transit pilots. (I.e. \$40 handling fee?)
Runway and instrument approach health/plans that keep the tenant aviation companies flying and training. Investment needs and goals.
Single fuel supplier that has a monopoly.
T-hangars are in need of servicing/repair. Doors/rollers, etc. are breaking from fatigued plastic wheels etc. and are hard to open/close.
The long wait times to get into a county hangar. I was two years on the list.
The only issue I have is the maintenance of the non-movement area outside our hangar. When I flagged it the response was to either power wash or blow the loose FOD which filled up the tracks to our door. I understand that there is a budget and order to fixing things, but it needs to be better communicated. Otherwise, I'm very satisfied with the airport staff and management
There could be improvement on communicating who to go to with certain questions, concerns, protocols, etc. especially in times of turnover and an awareness that our needs are being responded to in a timely fashion.
Why are skydivers being denied demonstration flights?
Wish the operations patrol was more friendly and social
Would like an airshow to come back
high turnover rates with airport personnel



10. Additional comments:

Question 10 - Responses
<p>Advisory board membership: since the primary purpose of an airport is to serve aircraft and their diverse purposes, three types of airport users should be on the board: commercial, private/sport pilots, and flight instruction/aircraft rental. These users are all very diverse in purpose and focus. It would be very difficult to have only one board member who could represent all of these types of users. This would put the board member number at seven, based on the proposed 5-member board, and also much easier to have a quorum at all meetings. Thank you for the opportunity to comment!!!</p>
<p>Current staff has always been helpful, courteous and prompt with answers and help.</p>
<p>I am very pleased with Airport operations, as they are who we, CAP, interact most with. Those guys are top notch!</p>
<p>I believe that any board should be composed of a strong majority of actual airport tenants and advocates. The percentage make up of board member types should be based on the actual numbers of types of tenants/users, and not the number of dollars spent by individuals or businesses, nor should there be any "anti-airport" types represented. We all know that airports are good, and we need strong advocates to champion our cause, eventually reaching the ears of the Commissioners through our airport managers. I think a board, if truly needed at all, should be probably be composed of perhaps 7 members, again, with a majority being actual pilots/users. I am a little concerned that this may do nothing but add an additional layer of bureaucracy, as long as the people we have running the airport do their jobs... I think we have people doing a good job now. Any advisory board should report to those people to help them do their jobs, and not directly to the Board of County Commissioners.</p>
<p>I hope that this board will report directly to the commissioners, not the airport management. In the meeting last week, which the commissioners rudely did not even acknowledge the six airport tenants that were present, much less ask their opinions, they indicated that they wanted this, i believe it was number four on the list of options. I also think that the board should meet at least every other month and a commissioner should be in attendance, a different commissioner each meeting. I believe that the selection of the board members should be an open forum, not just picked by the commissioners. This should be done like an annual meeting, where folks that want to be bod members stand up and tell the group why they want to be a bod member, and what their qualifications and interests/goals would be. Other people present should be able to elect or present potential members that might not stand up but would take the position if elected. I also think that there should be at least a seven</p>
<p>My impression is that the airport management isn't listening to the tenants or thinking holistically about it's economic and physical presence in the community and county.</p>
<p>None</p>
<p>Not at this time</p>



Question 10 - Responses
<p>Rocky Mountain Metro have a lot to be proud of in an airport environment. The airport staff, the Air Traffic Controllers, and many of the tenants are always helpful and are looking out for the best interest of all users.</p>
<p>Seven is a better number for the Board with 4-5 related to the airport (attorney, biz, training, maintenance, avionics, corp, and ops, for example.) According to BJC tower chief, "about 60-70% of our ops are training traffic." Those numbers translate into \$ for matching funds. Broomfield, Westminster and Superior might make up community input and education.</p>
<p>Thanks for the survey seeking feedback</p>
<p>The Airport Advisory Board should require 2 or more current pilots as members.</p>
<p>The tenant and information meeting have been very informative and frequent. Keep up the good work.</p>
<p>Very friendly and helpful staff</p>
<p>airport tenants, pilots and other users of the airport should have majority representation</p>
<p>it seems as though the user/tenants would have had and should have had a say in this survey development itself. the questions themselves are irrelevant in many ways to the concerns of the user/tenant groups. 2nd FBO, getting more aviation-specific businesses here, fuel prices, etc. are all much more relevant and nothing was even asked about those. users/tenants should be considered nearly equally in weight of consideration of opinion and input. users are the ones that buy fuel, pay the businesses, etc. here. the Advisory Board should be made up of predominantly user/tenant group members with a majority being from the user/tenant group. the proof of the concern of lack of accountability and transparency is this survey itself. there was no user/tenant input on the creation of the survey itself to help determine the very questions themselves about what was important to the user/tenant group. there's no accountability, transparency or oversight as to the counting or follow up</p>
<p>what I have said through this ... I attend what I can with the EAA meetings there on the field - Heli-Ops events and FAA seminars but know that (even) over the last 5 years that have been struggles and changes from the turnover of the restaurant to the changes in the 'jet center' FBO. Since I have spent time at Centennial I have also heard why some groups pull out and through group like NBAA or AOPA we could really help our airport flourish and stand out in the Denver Metro area.</p>

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“Agreement”) is made effective as of the 27th day of September, 2016 (the “Effective Date”), by and between EVERGREEN DEVCO, INC., a California corporation (the “Buyer”), and COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the “County”).

RECITALS

A. The County is the current owner of approximately 33 acres of vacant land located south of Highway 58 and West of I-70 in the City of Wheat Ridge, Colorado (the “City”). The land consists of approximately 26 acres of undevelopable land and 7 acres of developable land as more particularly described on Exhibit A attached hereto and incorporated by this reference (the “Land”).

B. The Buyer is currently under contract to purchase approximately 75 acres of land directly south of the County’s Land from Cabela’s Wholesale, Inc., a Nebraska corporation (“Cabela’s”), for the development of a mixed use project called Clear Creek Crossing (the “Project” or “Clear Creek Crossing”).

C. The Buyer desires to purchase the Land from the County, and the County desires to sell such Land to the Buyer pursuant to the terms and conditions set forth in this Agreement.

D. As more particularly set forth below, the sale contemplated by this Agreement is expressly contingent upon Buyer procuring from the City satisfactory entitlements for both the Land and the Project.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and the County agree as follows:

Article 1 Definitions.

The following terms shall have the meanings set forth below:

1.1 Agreement. This Agreement, including the following schedule and exhibits attached hereto and hereby made a part hereof:

- Exhibit A: Legal Description of Land
- Exhibit B: Form of Commissioner’s Deed
- Exhibit C: Quitclaim Deed – Southerly 20’ of Property
- Exhibit D: Quitclaim Deed – Access Easement Agreement Release

1.2 City. The City of Wheat Ridge, State of Colorado.

1.3 Closing. Concurrently, the transfer of title to the Property to the Buyer, the payment to the County of the Purchase Price, and the performance by each party of the other obligations on its part then to be performed, all in accordance with Article 6.

1.4 Closing Date. The Closing shall occur within 10 days of the satisfaction or waiver of the Closing Conditions (as defined below) by Buyer, but no later than June 16, 2017 or as extended pursuant to Section 5.2.1 below. Such Closing Date shall be mutually agreed upon by Buyer and the County. The Closing shall be held at 10:00 a.m. on the Closing Date at the offices of Title Company or at such other place, date and time as the Buyer and the County may agree. The Closing Date shall occur no later than the Outside Closing Date.

1.5 Commitment. The title insurance commitment with respect to the Property described in Section 7.1, below.

1.6 County's Knowledge. To the County's Knowledge or similar wording shall mean to the actual knowledge of Ralph Schell or Kate Newman.

1.7 Earnest Money. The earnest money deposit, together with any interest earned thereon made by the Buyer and held by the Title Company as described in Article 3 below.

1.8 Improvements. All utility lines, wells, fixtures, manholes, and pavement located on the Land.

1.9 Inspection Period. The time period commencing on the Effective Date and ending on the date which is 180 days after the Effective Date.

1.10 Land. Approximately 33 acres of real property in the County of Jefferson, State of Colorado as more particularly described on Exhibit A, together with all appurtenances thereto, and together with all of the County's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such real property, and together with any and all minerals and mineral rights, aggregate and aggregate rights, water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, appropriated or unappropriated, permitted or unpermitted), wells, well rights and well permits, water and sewer taps (including any water service agreements which shall be assigned to Buyer) or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the real property.

1.11 Outside Closing Date. December 15, 2017.

1.12 Permitted Exceptions. Matters of record affecting the Property, applicable governmental restrictions, rights of way, easements and encroachments that are accepted by the Buyer pursuant to Section 7.2 of this Agreement.

1.13 Personal Property. No personal property is included in this transaction.

1.14 Property. The Land and those Improvements, collectively.

1.15 Purchase Price. The purchase price for the Property described in Article 3.

1.16 Title Company. Land Title Guarantee Company.

1.17 Title Evidence. The title commitment and copies of exceptions with respect to the Property described in Section 7.1, below.

1.18 Title Policy. The Owner's Policy of Title Insurance to be issued pursuant to the Title Commitment, obtained as part of the Title Evidence.

Article 2 Purchase and Sale.

The County hereby agrees to sell, and the Buyer hereby agrees to purchase the Property upon and subject to the terms and conditions hereinafter set forth.

Article 3 Purchase Price.

3.1 Amount. The Buyer shall pay to the County as and for the Purchase Price for the Property the sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Purchase Price").

3.2 Manner of Payment. The Purchase Price shall be payable as follows:

3.2.1 Eighty Thousand Dollars (\$80,000.00) as Earnest Money, to be deposited by the Buyer in escrow with the Title Company within two days of the mutual execution and delivery of this Agreement and held and disbursed pursuant to the terms of this Agreement. The Earnest Money shall be non-refundable to the Buyer except as otherwise provided herein, including, without limitation, in those Sections entitled "Conditions Precedent to Closing," "Unsatisfied Conditions Precedent," "Title Examination," "Inspection Period," and "Default." The Earnest Money shall be paid by the Title Company to the County at Closing, or upon termination of this Agreement except as provided otherwise in this Agreement. The Earnest Money will be credited against the Purchase Price at Closing. In the event that the sale of the Property is not consummated for any reason, then the Earnest Money shall be disbursed in accordance with the terms of this Agreement.

3.2.2 The balance of the Purchase Price in cash or by certified or cashier's check or wire transfer of immediately available funds on the Closing Date.

Article 4 Representations and Warranties.

4.1 Buyer's Representations and Warranties.

4.1.1 Due Organization and Authority. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization and in good standing under the laws of the State of Colorado. In the event Buyer assigns this Agreement pursuant to the provisions of Section 15.4, Buyer and such assignee represent and warrant that such entity is duly organized, validly existing and in good standing under the laws of the State of its organization

and in good standing under the laws of the State of Colorado. Buyer has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement and its obligations hereunder. The individuals executing this Agreement and the instruments referenced herein on behalf of the Buyer have the legal power, right and actual authority to bind the Buyer to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed and delivered by the Buyer in connection with this Agreement shall be, duly authorized, executed and delivered by the Buyer and shall be valid, binding and enforceable obligations of the Buyer (except as enforcement may be limited by bankruptcy, insolvency or similar laws) and do not, and as of the Closing Date will not, violate any provisions of any agreement or judicial order to which the Buyer is a party or to which the Buyer is subject.

4.1.2 No Proceedings. Buyer has no knowledge of any currently pending or threatened litigation or other proceeding against Buyer which would affect its ability to perform its obligations hereunder.

4.2 County's Representations and Warranties.

4.2.1 County's Authority; Validity of Agreements. The County has full right, power and authority which will permit the County to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder. The individuals executing this Agreement and the instruments referenced herein on behalf of the County have the legal power, right and actual authority to bind the County to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed and delivered by the County in connection with this Agreement shall be, duly authorized, executed and delivered by the County and shall be valid, binding and enforceable obligations of the County (except as enforcement may be limited by bankruptcy, insolvency or similar laws) and do not, and as of the Closing Date will not, violate any provisions of any agreement or judicial order to which the County is a party or to which the County or the Property is subject.

4.2.2 Contracts. To the County's Knowledge, there are no service, maintenance, repair, management, supply or other contracts or leases affecting the Property which would be binding on Buyer subsequent to the Closing, except for the Lease Agreement with the City of Wheat Ridge dated July 31, 2013, relating to gold panning (the "Lease") or as otherwise disclosed prior to Closing.

4.2.3 Violations of Laws. To the County's Knowledge, there are no uncured violations of any laws, ordinances, orders or requirements of any governmental authority, agency or officer having jurisdiction against or affecting any or all of the Property.

4.2.4 Possession of Property. To the County's Knowledge, the County is in complete possession of the property and, except as disclosed on the Title Evidence and except for the Lease described above, the Property is not subject to any leases, licenses or other unrecorded agreements that would permit the use of the Property by any other party.

4.2.5 Litigation and Condemnation. There is no litigation or other proceeding pending or, to the County's Knowledge, threatened against or relating to the Property. To the County's Knowledge, there are no pending or threatened proceedings for condemnation by any authority having that right or power, nor are there any pending or threatened eminent domain proceedings against the Property.

4.2.6 Hazardous Substances. Except as disclosed in the Phase I Environmental Assessment 70 Acre Everist Parcel, Jefferson County Parcels A, B, and C, the Slater Parcel, and the Richter Parcels dated December 23, 2004 by Kumar & Associates, Inc. and the Pre-Demolition Asbestos and Hazardous Materials Inspection for Table Mountain Animal Shelter inspection dates December 20 and 23, 2010 by Gobbell Hays Partners, Inc., to County's Knowledge, there are no Hazardous Substances located on the Property, and County has received no notice of any violation or claimed violation of any law, rule or regulation relating to the Hazardous Substances. As used herein, the term "Hazardous Substances" shall mean: (a) any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) any substance which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state or local statute, regulation or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et. seq.) and/or the Resource, Conservation and Recovery Act (42 U.S.C. § 6901, et. seq.); (c) any substance which is toxic, explosive, corrosive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Colorado or any political subdivision thereof; (d) any substance the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property or the presence of which on adjacent properties could constitute a trespass, including without limitation, substances containing gasoline, diesel fuel or other petroleum hydrocarbons; or (e) substances containing polychlorinated byphenals (PCBs), or asbestos or urea, or formaldehyde foam insulation.

In addition to any other remedies that Buyer may have hereunder, it shall be a condition precedent to Buyer's obligations hereunder that all of the foregoing representations and warranties are true and correct as of Closing and the foregoing representations shall be deemed to be repeated at and as of the Closing Date.

Article 5 Conditions Precedent to Closing.

5.1 Conditions Precedent to Closing. The following shall be Buyer's conditions precedent to Closing (the "Closing Conditions"):

5.1.1 Buyer's closing and acquisition of that certain real property under the Real Estate Purchase and Sale Agreement dated June 30, 2015, as amended, by and between Buyer (or its permitted successors and assigns) and Cabela's.

5.1.2 The County shall satisfy the requirements set forth in Schedule B-1 of the Commitment to the satisfaction of the County and the Title Company on or prior to Closing, and

the Title Company shall be prepared and irrevocably committed to issue to Buyer (with an effective date not earlier than the Closing Date), an ALTA extended coverage Title Policy in favor of Buyer for the Property (a) showing fee title to the Property vested in Buyer, (b) with liability coverage in an amount not less than the Purchase Price, and (c) containing no exceptions other than the Permitted Exceptions.

5.1.3 Except for the Lease, all occupants of the Property, if any, must have vacated the Property so that the sole and exclusive possession of the Property can be provided to Buyer following Closing.

5.2 Unsatisfied Conditions Precedent.

5.2.1 In the event that condition 5.1.1 in Section 5.1 is not satisfied to the reasonable satisfaction of the Buyer at least two days prior to the Closing Date, the County will grant the Buyer up to two- 90 day extensions of the Closing Date, provided that Buyer gives the County written notice no later than two days prior to the Closing Date (as it may have previously been extended) stating that said extension is to be exercised and provided the Buyer deposits an additional Twenty-Six Thousand Five Hundred Dollars (\$26,500) into escrow with the Title Company as an additional Earnest Money Deposit for each extension, which shall immediately be non-refundable to the Buyer.

5.2.2 In the event that condition 5.1.1 in Section 5.1 is not satisfied to the reasonable satisfaction of the Buyer at least two days prior to the Outside Closing Date, then the Buyer shall provide the County with written notice of such failure on or before such date and the Buyer may exercise any of the following options:

5.2.2.1 Complete the transaction notwithstanding the defect(s) or failure(s); or

5.2.2.2 Terminate this Agreement, in which event the Earnest Money, together with any interest thereon, shall be paid to the County and neither party shall thereafter have any further rights or obligations hereunder; or

5.2.2.3 Amend this Agreement to extend the date of Closing or modify such other terms as are mutually agreeable to both parties.

Failure by Buyer to give written notice within the time set forth shall be deemed a waiver of any condition precedent.

5.2.3 In the event that condition 5.1.2 or 5.1.3 in Section 5.1 are not satisfied to the reasonable satisfaction of the Buyer at least two days prior to the Closing Date (as such date may be extended pursuant to Section 5.2.1) or the Outside Closing Date as a result of the action or inaction of the County, then the Buyer shall provide the County with written notice of such defect or failure on or before such date. If such condition is within the reasonable control of the County and the County has not corrected the defect or failure, within 10 days of the notice of such defect, the Buyer may exercise any of the following options:

5.2.3.1 Complete the transaction notwithstanding the defect(s) or failure(s); or

5.2.3.2 Terminate this Agreement, in which event the Earnest Money, together with any interest thereon, shall be returned to the Buyer and neither party shall thereafter have any further rights or obligations hereunder; or

5.2.3.3 Amend this Agreement to extend the date of Closing or modify such other terms as are mutually agreeable to both parties.

Failure by Buyer to give written notice within the time set forth shall be deemed a waiver of any condition precedent.

Article 6 Closing. Provided that all of the contingencies and conditions precedent of this Agreement have been fulfilled or waived prior to or on the Closing Date:

6.1 County's Closing Deliveries. At Closing, subject to delivery by the Buyer of the Purchase Price and performance of its other obligations under this Agreement, the County shall execute, acknowledge (where appropriate), and deliver to the Buyer the following, each dated as of the Closing Date:

6.1.1 A Commissioner's Deed conveying to the Buyer the Property, subject only to the Permitted Exceptions in substantially the form attached hereto as Exhibit B (the "Deed").

6.1.2 A quitclaim deed conveying to the Buyer any interest the County may have in the southerly 20' of the Property which is recorded in Book 337 at Page 277 in substantially the form attached hereto as Exhibit C.

6.1.3 A quitclaim deed releasing the access easement recorded under Reception No. 2007103485 in substantially the form attached hereto as Exhibit D.

6.1.4 A transferor's certification stating that the County is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

6.1.5 All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by the County, which (a) the Buyer or Title Company may reasonably determine are necessary to transfer the Property to the Buyer subject only to the Permitted Exceptions, (b) the Buyer or Title Company may reasonably determine are necessary to evidence the authority of the County to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the County pursuant to this Agreement, (c) Title Company may require as a condition to issuing the Title Policy, (d) are required by the terms of this Agreement, and (e) may be required of the County under applicable law.

6.1.6 A settlement statement consistent with this Agreement executed by the County.

6.2 Buyer's Closing Deliveries. At Closing, the Buyer shall cause the following to be delivered to the County:

6.2.1 The balance of the Purchase Price, as adjusted pursuant to Section 6.4, by cashier's check or by wire transfer of immediately available funds.

6.2.2 All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by the Buyer, which (a) the County or Title Company may reasonably determine are necessary to evidence the authority of the Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by the Buyer pursuant to this Agreement, or (b) may be required of the Buyer under applicable law.

6.2.3 A settlement statement consistent with this Agreement executed by the Buyer.

6.3 Closing Escrow. The Buyer or the County at their option may deposit the respective Closing deliveries described in Sections 6.1 and 6.2 with Title Company with appropriate instructions for recording and disbursement consistent with this Agreement.

6.4 Closing Adjustments. The following adjustments shall be made at Closing:

6.4.1 To the extent applicable, any real property taxes for the Property shall be prorated between the County and the Buyer as of the date of Closing using the most recent mill levy and most recent assessment, or such other method of computation as agreed to by the parties. The County is a tax-exempt entity and currently owes and will owe no real property taxes on the Property.

6.4.2 The County shall pay the cost of recording any documents necessary to place record title to the Property in the condition required pursuant to Section 7.3 and Sections 6.1.1, 6.1.2 and 6.1.3. The Buyer will pay the cost of recording all other documents, including the Deed.

6.4.3 The Buyer will pay the premium for the Title Policy and any additional endorsements to the Title Policy.

6.4.4 The Buyer and the County shall each pay one half (1/2) of any escrow fee or Closing fee payable to Title Company with respect to the transaction contemplated by this Agreement.

6.4.5 The charges for any utility expenses, including water, gas, electricity, sewer, and other services furnished to or provided for the Property shall be prorated between the Buyer and the County on a daily basis as of the Closing Date, with the County paying those allocable to the period prior to the Closing Date and the Buyer being responsible for those allocable subsequent thereto. The County agrees to have all meters with respect to any such utilities read as of the Closing Date to the extent they exist.

Except as provided in Section 15.13, the County and the Buyer shall each pay their own attorneys' fees incurred in connection with this transaction. If any of the amounts allocated under this Section cannot be calculated with complete precision at Closing because the amount or amounts of one or more items included in such calculation are not then known, then such calculation shall be made on the basis of the best available information and shall be considered a final settlement.

6.5 Possession. The County shall deliver possession of the Property to the Buyer on the Closing Date, subject to the Permitted Exceptions.

Article 7 Title Examination.

7.1 Title Evidence. Within seven days after the mutual execution and delivery of this Agreement, the County shall furnish a current commitment for an ALTA extended coverage owner's policy of title insurance for the Property issued by Title Company, in an amount equal to the Purchase Price, together with copies of all documents, instruments and matters shown as exceptions which are recorded in the office of the clerk and recorder of the County in which the Property is located. In addition, the County shall furnish, if such item exists and is in the possession of the County as of the date of this Agreement, a survey of the Property, prepared and certified by a land surveyor licensed in the state in which the Property is located. In the event no survey of the Real Property exists, then the Buyer shall be responsible for obtaining a survey (at its sole cost and expense), if it desires such (the "Survey"). For purposes of clarity, the Buyer shall be responsible for removal of any survey exceptions on the Title Commitment and the final Title Policy to the extent such may be desired by the Buyer.

7.2 Buyer's Objections and Requirements. Buyer shall have the Inspection Period to review the Commitment and the Survey to determine whether the County's title to the Property is satisfactory to Buyer. During the Inspection Period, Buyer will have the right to negotiate with the Title Company or the surveyor who prepared the Survey in order to cause them to modify the Commitment or the Survey, as applicable, to reflect only those exceptions to title that are acceptable to Buyer. If by the last day of the Inspection Period (the "Inspection Deadline"), Buyer is not satisfied with the state of the County's title to the Property, as then reflected on the Commitment and Survey (including any endorsements or supplements of the Commitment or revisions of the Survey issued prior to such expiration), Buyer may terminate this Agreement by delivery of a termination notice to the County and the Title Company on or before the Inspection Deadline, and in such event, this Agreement shall terminate with no further action of the parties, the Earnest Money (together with any interest thereon) shall be returned to the Buyer, and neither party shall thereafter have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives termination. If Buyer does not so terminate this Agreement, then Buyer shall be deemed satisfied with the state of the County's title to the Property as reflected on the Title Commitment and Survey as of the expiration of the Inspection Period (including any endorsements or supplements of the Title Commitment or revisions of the Survey issued prior to such expiration) and will proceed to Closing.

7.3 Condition of Title at Closing. Upon the Closing, the County shall sell, transfer and convey to Buyer fee simple title to the Property by the duly executed and acknowledged Deed, subject only to the Permitted Exceptions to title reflected on the Commitment as of the expiration of the Inspection Deadline, and any other title exception associated with the Buyer's entitlements which may be recorded after the Inspection Deadline (if any).

Article 8 Inspection Period.

8.1 Property Documents. Within seven days after the mutual execution and delivery of this Agreement, the County, at its sole cost and expense, shall furnish to the Buyer true, correct, legible and complete copies of all of the following documents or written notice of the non-existence of any such documents (collectively, the "Property Documents"):

8.1.1 All plats, plans, specifications and drawings, if any, regarding the Property or any proposed improvements and modification to the Property.

8.1.2 All existing soil, geological, grading, drainage, hydrology, archeological, endangered species, biological and any other engineering reports, if any, with respect to the Property (including, without limitation, all engineering for any and all onsite and offsite infrastructure improvements).

8.1.3 A copy of any applications for the Property submitted by the County to any other governmental agencies, governmental approvals procured by the County for the Property, any agreements between governmental agencies and the County concerning the Property, the County's applications to utility companies for service at the Property, and any agreements between utility companies and the County for the benefit of the Property.

8.1.4 Any and all lease agreements for the Property or any of the Personal Property (including all amendments), if any.

8.1.5 Any service, management, maintenance, utility and operating contracts and warranties pertaining to the Property and any licenses and other agreements pertaining to or affecting the Property, including, without limitation, any currently existing equipment leases and related warranties, agreements for the construction of any improvements on the Property, utility contracts relating to the Property, and all related warranties.

8.1.6 To the extent any of the Property Documents were obtained by the County from third-party consultants paid by the County, the County shall cooperate with Buyer and assist in obtaining from each such preparer of such items a reliance letter confirming that the County has fully paid the preparer for such Property Documents.

8.2 Access to Property. During the pendency of this Agreement, the Buyer, personally or through its authorized agent or representative, shall be entitled upon reasonable advance notice to the County to enter upon the Property during normal business hours. During the Inspection Period, the Buyer may have reasonable access to the Property for purposes of its investigation of all matters relevant to its acquisition, development, usage, operation and

marketability, and any and all permits and approvals necessary for the Buyer's usage subject to the following limitations: (a) such access shall not violate any law or agreement to which the County is a party or expose the County to a material risk of liability, (b) the Buyer shall give the County reasonable prior notice (which may be oral or written) before conducting any inspections and a representative of the County shall have the right to be present when the Buyer or its representative conducts its investigations on the Property, and (c) Buyer shall promptly repair any damage to the Property or any portion thereof caused by Buyer or its agents. Such investigations shall be conducted at the Buyer's sole expense and may include studies or inspections (including environmental inspections) of the Property necessary in connection with the completion of a Phase I environmental assessment. The County shall reasonably cooperate with the Buyer's inspections during the Inspection Period. Notwithstanding anything to the contrary contained in this Agreement, the Buyer may not conduct any boring, drilling, sampling or other similar investigations of the Property without the prior written consent of the County, which consent will not be unreasonably withheld, conditioned or delayed. The Buyer shall not cause any mechanics liens to be filed against the Property and if any mechanics liens are filed, the Buyer shall promptly remove the same.

8.3 Resolution of Unsatisfactory Inspection; Buyer's Right to Terminate. If the Buyer, in its sole discretion, is not satisfied with the results of its review of the Property Documents and/or inspections of the Property, the Buyer may (a) deliver written notice thereof to the County on or before the Inspection Deadline, requesting correction of the items set forth in such notice; or (b) terminate this Agreement by delivering written notice thereof to the County, on or before the Inspection Deadline. If such notice is received by the County, as set forth in (a) above, and if the County and the Buyer have not agreed, in writing, to a settlement thereof on or before ten days after the Inspection Deadline ("Resolution Deadline"), this Agreement shall terminate three days following the Resolution Deadline; unless the County receives written notice from the Buyer waiving objection to any unsatisfactory condition prior to the Resolution Deadline. If written notice described in (a) and (b) above is not received on or before the date specified above, then this Agreement shall remain in full force and effect and the contingency as set forth in this section shall be deemed to be waived. If the Buyer terminates this Agreement pursuant to (b) above (or if this Agreement terminates because the parties do not reach a settlement prior to the Resolution Deadline described above), then the Earnest Money, together with interest earned thereon, shall be returned to the Buyer and the parties shall have no further obligations under this Agreement, other than pursuant to any provision hereof which expressly survives termination.

8.4 Inspection Indemnity. Buyer shall indemnify, hold harmless, and defend the County from any claim, liability, or cost, including reasonable attorney fees, which the County may incur or which may be asserted against the County or the Property by reason of the Buyer's inspections, tests, and investigations of the Property, or as a result of the Buyer's entrance onto the Property, including without limitation injury to persons or property and the assertion of any mechanic's liens or claims for payment. The provisions of this Section 8.4 shall not be construed to apply to the mere discovery or disclosure of pre-existing conditions. The provisions of this Section 8.4 shall not be construed to merge with the passage of title to the Property and shall survive Closing or other termination of this Agreement, and shall be in addition to any remedy set forth in Article 13, below.

Article 9 As-Is Sale.

9.1 The Buyer acknowledges that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that the Buyer is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property. The Buyer has conducted its own independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from the County, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for the Buyer's intended purposes (including but not limited to the environmental condition of the Property), and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

9.2 Except as otherwise set forth in Section 4.2 above or elsewhere explicitly in this Agreement, the Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the County or any of its respective agents and acknowledges that no such representations have been made. Except as otherwise set forth in Section 4.2 above or elsewhere explicitly in this Agreement, the Buyer assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by the Buyer's inspections and investigations. Except as otherwise set forth in Section 4.2 above or elsewhere explicitly in this Agreement, the Buyer accepts the Property "AS-IS, WHERE-IS" and "WITH ALL FAULTS." Except as otherwise set forth in Section 4.2 above or elsewhere explicitly in this Agreement, the County is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by any real estate broker, agent, employee, or other person. The Buyer has fully reviewed the terms contained in this Agreement with its counsel and understands the significance and effect thereof. The Buyer acknowledges and agrees that this Agreement is an integral part of the transaction between the County and the Buyer, and that the County would not have agreed to sell the Property to the Buyer without the execution of this Agreement. The Buyer hereby expressly releases, waives and relinquishes any and all rights and remedies the Buyer may now or hereafter have against the County, whether known or unknown, with respect to (i) the nature or condition of the Property, (ii) the Property's fitness for the Buyer's intended use, and (iii) any past, present or future presence or existence of Hazardous Substances on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Substances including, any and all rights the Buyer may now or hereafter have to seek contribution from the County under any environmental law and any and all claims the Buyer may now or hereafter have against the County, whether known or unknown, now or hereafter existing, based upon nuisance, trespass or any other common law or statutory provisions. The terms set forth in this Article shall expressly survive the Closing and shall not be merged with the Deed.

Article 10 Seller's Covenants. The County hereby covenants with Buyer as follows:

10.1 New Agreements. Subsequent to the Effective Date, the County will not enter into any new agreements which will survive Closing or otherwise affect the use, operation

or enjoyment of the Property after Closing, without Buyer's prior written consent, which consent will not be unreasonably withheld or delayed, and which consent will be deemed to have been given by Buyer if Buyer does not notify the County to the contrary within 10 business days after receipt of the County's request for such consent. The County will promptly provide Buyer with copies of any such agreements entered into by the County prior to the expiration of the Inspection Period.

10.2 Operation of Property Until Closing. Prior to Closing, the County will operate and manage the Property in a manner, consistent with present practices, maintaining present services, and will perform when due all of its obligations under any Leases, agreements and the Permitted Exceptions. The Buyer acknowledges that the Property is vacant land and the County does not actively manage the Property.

10.3 Miscellaneous Covenants. After the date of this Agreement and prior to Closing, the County agrees: (a) to make no change in the zoning classification of the Property, except as required pursuant to this Agreement; (b) to cause to be maintained all property and liability insurance historically carried in connection with the Property; (c) to promptly advise Buyer of the commencement of any litigation by the County pertaining to the Property; and (d) not to commence any legal action against any tenant or otherwise pertaining to the Property without giving Buyer written notice of such action.

Article 11 Buyer Covenants. Buyer hereby covenants with Seller that Buyer will not finalize and record any subdivision and/or any subdivision amendments prior to Closing. Following the Closing, Buyer and certain unaffiliated third parties will improve the undevelopable Land to create a regional wetlands water quality and detention pond facility that will serve Clear Creek Crossing as well as a portion of the Applewood basin and the subdivision documents that are approved by the City shall include such improvements.

Article 12 Brokers.

Each of the parties represents to the other that such party has not incurred any brokerage commission or finder's fee as a result of this transactions and each party agrees to hold the other harmless from all liabilities incurred by the other relating to such brokerage commission or finder's fee incurred as a result of the actions of such party. The provisions of this Article 12 shall survive Closing or termination of this Agreement.

Article 13 Default.

In the case of any default by the Buyer, the County's sole and exclusive remedy shall be termination of this Agreement and retention of the Earnest Money as liquidated damages and not as a penalty. In the case of any default by the County, the Buyer shall give the County written notice of such default, and thereafter the County shall have five days in which to commence a cure of such default, and shall have 15 days following the commencement of the cure in which to complete any such cure, or such additional time as may be needed to complete the cure. If the County fails to commence to cure any default or thereafter fails to complete such cure within the applicable time periods set forth in the preceding sentence, then upon the expiration of such time

or supplemented except in a writing executed by both the Buyer and the County. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

15.2 Survival; No Merger. The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged therein.

15.3 Assignment. The Buyer may assign this Agreement to any third party upon 10 days' prior written notice to the County, but in such event Buyer will remain obligated for all of Buyer's obligations set forth in this Agreement. Additionally, Buyer may assign the Agreement to any affiliate or subsidiary of Buyer upon 10 days' written notice to the County.

15.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Jefferson, State of Colorado.

15.5 No Benefits. No member of the County government or the Board of County Commissioners of the County shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom.

15.6 Tax Consequences. The Buyer, and not the County, is solely responsible for determining the tax consequences to the Buyer of the within purchase and sale transaction.

15.7 Next Business Day. In the event any date described herein for payment or performance falls on a Saturday, Sunday or County holiday, the time for such payment or performance shall be extended to the next business day.

15.8 Time of the Essence. Time is of the essence under this Agreement.

15.9 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either the Buyer or the County merely because of their respective efforts in preparing it.

15.10 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to", (ii) "term" shall mean "terms, provisions, duties, covenants, conditions, representations, warranties and indemnities", (iii) "any of the Property" shall mean "the Property or any part thereof or interest therein", as the case may be, (iv) "rights" shall mean "rights, duties and obligations", (v) "liabilities" shall mean "liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys' fees", (vi) "incurred by" shall mean "imposed upon or suffered or incurred or paid by or asserted against", (vii) "applicable law" shall mean "all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations", (viii) "about the Property" shall mean "in , on, under or about the Property", as the case may be, (ix) "operation" shall mean "use, non-use, possession, occupancy, condition,

operation, maintenance or management”, and (x) “this transaction” shall mean “the purchase, sale and related transactions contemplated by this Agreement”.

15.11 Waiver of Right to Jury Trial. THE BUYER AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, THE BUYER AND THE COUNTY HEREBY AGREE THAT ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

15.12 Attorney’s Fees. In the event of any dispute pertaining to, or litigation, mediation or arbitration arising from the enforcement or interpretation of this Agreement, the prevailing party of such action or arbitration shall, in addition to all other relief granted or awarded by the court or trier of fact, be awarded reasonable attorneys’ fees, court costs and any other fees, costs and expenses incurred in connection with such dispute, litigation, mediation or arbitration at both the trial and appellate levels. For the purposes of this paragraph, the term “prevailing party” shall mean, in the case of a claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of a defendant or respondent, one who is successful in having substantially all of the relief sought by the claimant denied.

15.13 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the Buyer and the County.

15.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.15 Parties in Interest. Nothing in this Agreement shall be construed to be for the benefit of any third party, nor is it intended that any provision herein shall be for the benefit of any third party.

[Signature Page Follows]

The Buyer and the County have caused this Agreement to be executed as of the Effective Date.

THE BUYER:

EVERGREEN DEVCO, INC., a California corporation

By: _____

Name: _____

Title: _____

ATTEST:

(Seal)

THE COUNTY:

County of Jefferson, State of Colorado

By: _____

Deputy Clerk and Recorder

By: _____

Libby Szabo, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

EXHIBIT A

Legal Description of Land

See attached.

EXHIBIT B

Form of Commissioner's Deed

THIS COMMISSIONER'S DEED, made this ____ day of _____, 2016, is between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado (the "County") and, _____ ("Grantee") whose legal address is _____.

WITNESSETH, that the County, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, the real property (the "Property") in the County of Jefferson, State of Colorado, described in **Exhibit 1** attached hereto, subject to the Permitted Exceptions described in **Exhibit 2** attached hereto.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the County, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of said County, either in law or equity subject to the matters set forth on **Exhibit 2**.

IN WITNESS WHEREOF, the County has executed this deed.

ATTEST:
(Seal)

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Deputy Clerk and Recorder

By: _____
_____, Chairman
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as Chairman of the Jefferson County Board of County Commissioners.

Notary Public
My Commission expires: _____

WITNESS my hand and official seal.

APPROVED AS TO FORM:

Assistant County Attorney

EXHIBIT 1 TO COMMISSIONER'S DEED

TITLE COMMITMENT LEGAL DESCRIPTION

EXHIBIT 2 TO COMMISSIONER'S DEED

PERMITTED EXCEPTIONS

EXHIBIT C

Quitclaim Deed – Southerly 20' of Property

THIS QUITCLAIM DEED, dated for reference purposes as of this ____ day of _____, 2011, is by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado (the "County"), and _____, whose address is _____ (the "Grantee").

In consideration of One Dollar (\$1.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged, the County does hereby remise, release, sell, and quitclaim unto the Grantee the following described parcel of real property located in Jefferson County, Colorado:

The strip of land 20 feet wide from the south side of the north one-quarter of Lots 21, 22, 23, and 24 being the north one-quarter of the SW1/4 of the SW1/4 of Section 20 which strip was to be used jointly for road purposes as indicated in the deed dated April 3, 1931 and recorded at Book 337 and Page 227 in the Jefferson County real property records.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of the County in law or equity for the use and benefit of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date set forth above.

ATTEST:
(seal)

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Quitclaim Deed was acknowledged before me this _____ day of _____, 201__, by _____, as Chairman of the Board of County Commissioners, County of Jefferson, State of Colorado.

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

Notary Public

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT D

Quitclaim Deed – Releasing Access Easement

THIS QUITCLAIM DEED, dated for reference purposes as of this ____ day of _____, 2011, is by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado (the “County”), and _____, whose address is _____ (the “Grantee”).

In consideration of One Dollar (\$1.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged, the County does hereby remise, release, sell, and quitclaim unto the Grantee the following described parcel of real property located in Jefferson County, Colorado:

The Access Easement Agreement by and between Cabela’s Retail, Inc. and the County recorded under Reception No. 2007103485 in the Jefferson County real property records.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of the County in law or equity for the use and benefit of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the County has executed this Quitclaim Deed as of the date set forth above.

ATTEST:
(seal)

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Quitclaim Deed was acknowledged before me this ____ day of _____, 201__, by _____, as Chairman of the Board of County Commissioners, County of Jefferson, State of Colorado.

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

Notary Public

APPROVED AS TO FORM:

By: _____
Assistant County Attorney