



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
February 5, 2019
9:30 AM

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
- 5. PUBLIC COMMENT**

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of January 22-25, 2019
- B.** Minutes of the Commissioners' Proceedings from January 29, 2019
- C.** Adams County Public Trustee Operational Expense for the Quarter Ending December 2018
- D.** Resolution Approving Development Agreement between Adams County and The Gilliland Family Partners, LLLP for the RMS Munger Subdivision (File approved by ELT)

- E. Resolution Approving an Intergovernmental Agreement between Adams County and the Colorado Department of Transportation for the Dahlia Street Roadway and Drainage Improvements Project at the Intersection of State Highway 224 and Dahlia Street
(File approved by ELT)
- F. Resolution Adopting and Recording the 2018 Official Zoning Maps for Unincorporated Adams County, Colorado
(File approved by ELT)
- G. Resolution Approving the 2018-2019 Cooperative Agreement between the Adams County Head Start Program and Adams County School District 27J
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment Three to the Agreement between Adams County and Eide Bailly LLP for Independent Internal Auditor Services
(File approved by ELT)
- 2. Resolution Approving Amendment One to the Agreement between Adams County and Cina and Cina Forensic Consulting Corporation for Forensic Pathology Services
(File approved by ELT)

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	832,036.70
5	Golf Course Enterprise Fund	9,000.00
6	Equipment Service Fund	38,885.09
13	Road & Bridge Fund	329,109.96
19	Insurance Fund	585,186.65
31	Head Start Fund	6,013.25
35	Workforce & Business Center	1,189.79
43	Front Range Airport	4,956.81
50	FLATROCK Facility Fund	2,577.96
94	Sheriff Payables	5,417.00
		<u>1,814,373.21</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733363	383698	ALLIED UNIVERSAL SECURITY SERV	01/22/19	1,500.93
00733364	802665	AUSTIN THOMAS	01/22/19	2,500.00
00733365	802666	BENEGAS TARA	01/22/19	2,500.00
00733366	37266	CENTURY LINK	01/22/19	6.13
00733368	661015	CHP METRO NORTH LLC	01/22/19	2,100.00
00733372	5050	COLO DIST ATTORNEY COUNCIL	01/22/19	23,821.37
00733373	5050	COLO DIST ATTORNEY COUNCIL	01/22/19	52,566.11
00733378	802664	HUTCHINSON LUKE	01/22/19	2,500.00
00733380	226207	LABRIE, THERON	01/22/19	500.00
00733381	33716	OLD VINE PINNACLE ASSOCIATES	01/22/19	1,600.00
00733384	13951	TDS TELECOM	01/22/19	847.19
00733385	221351	APEX SYSTEMS GROUP LLC	01/23/19	18,712.21
00733386	228213	ARAMARK REFRESHMENT SERVICES	01/23/19	181.51
00733387	3020	BENNETT TOWN OF	01/23/19	72.20
00733388	3020	BENNETT TOWN OF	01/23/19	1,500.00
00733389	13160	BRIGHTON CITY OF (WATER)	01/23/19	3,045.63
00733390	13160	BRIGHTON CITY OF (WATER)	01/23/19	705.92
00733391	37266	CENTURY LINK	01/23/19	88.99
00733392	647801	CML SECURITY LLC	01/23/19	2,955.00
00733394	5407	COLO DEPT OF LABOR & EMPLOYME	01/23/19	35.00
00733395	14990	COMMUNITY PET HOSPITAL	01/23/19	250.81
00733396	56601	C3S INCORPORATED	01/23/19	1,500.00
00733399	660845	DENVER CONCRETE COMPANY	01/23/19	3,150.00
00733400	248103	DS WATERS OF AMERICA INC	01/23/19	138.81
00733402	4937	GROUNDWATER MANAGEMENT SUB	01/23/19	1,680.00
00733403	418327	IC CHAMBERS LP	01/23/19	6,586.82
00733405	13719	MORGAN COUNTY REA	01/23/19	413.60
00733406	13591	MWI VETERINARY SUPPLY CO	01/23/19	4,849.17
00733407	516994	PARK 12 HUNDRED OWNERS ASSOCIA	01/23/19	15,934.96
00733408	669732	PATTERSON VETERINARY SUPPLY IN	01/23/19	843.07
00733409	725956	PRUDENTIAL OVERALL SUPPLY	01/23/19	55.28
00733410	430098	REPUBLIC SERVICES #535	01/23/19	8,829.83
00733412	422902	ROADRUNNER PHARMACY INCORPORAT	01/23/19	325.47
00733413	93367	ROLLING PLAINS CONSTRUCTION	01/23/19	96.00
00733414	13538	SHRED IT USA LLC	01/23/19	134.63
00733415	25335	STANLEY CONVERGENT SECURITY S	01/23/19	252.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733416	13949	STRASBURG SANITATION	01/23/19	61.20
00733417	796795	SUCHLA SARAH	01/23/19	5.00
00733418	293662	SUMMIT LABORATORIES INC	01/23/19	410.00
00733420	1007	UNITED POWER (UNION REA)	01/23/19	76.99
00733421	1007	UNITED POWER (UNION REA)	01/23/19	19,219.78
00733422	1007	UNITED POWER (UNION REA)	01/23/19	5,654.58
00733423	1007	UNITED POWER (UNION REA)	01/23/19	18,040.94
00733424	1007	UNITED POWER (UNION REA)	01/23/19	69.37
00733425	1007	UNITED POWER (UNION REA)	01/23/19	7,969.45
00733426	1007	UNITED POWER (UNION REA)	01/23/19	107.19
00733427	1007	UNITED POWER (UNION REA)	01/23/19	63.07
00733447	20730	UNITED STATES POSTAL SERVICE	01/23/19	63.00
00733448	28617	VERIZON WIRELESS	01/23/19	1,383.28
00733450	45300	VISION SOLUTIONS INC	01/23/19	12,000.00
00733451	544338	WESTAR REAL PROPERTY SERVICES	01/23/19	14,706.36
00733452	40340	WINDSTREAM COMMUNICATIONS	01/23/19	1,799.04
00733453	13822	XCEL ENERGY	01/23/19	4,752.64
00733454	13822	XCEL ENERGY	01/23/19	1,501.98
00733455	13822	XCEL ENERGY	01/23/19	8,321.54
00733456	13822	XCEL ENERGY	01/23/19	1,218.68
00733457	13822	XCEL ENERGY	01/23/19	463.39
00733458	13822	XCEL ENERGY	01/23/19	633.97
00733459	13822	XCEL ENERGY	01/23/19	699.97
00733460	13822	XCEL ENERGY	01/23/19	869.52
00733461	13822	XCEL ENERGY	01/23/19	413.65
00733462	13822	XCEL ENERGY	01/23/19	41.48
00733463	13822	XCEL ENERGY	01/23/19	2,017.00
00733464	13822	XCEL ENERGY	01/23/19	116.28
00733465	13822	XCEL ENERGY	01/23/19	373.96
00733466	13822	XCEL ENERGY	01/23/19	3,938.77
00733467	12277	ACE KAUFFMAN	01/24/19	444.40
00733468	805765	ALLEN MICHAEL LEON	01/24/19	19.00
00733469	37424	BC SERVICES INC	01/24/19	19.00
00733470	805770	BODIE ENGER LAW TRUST	01/24/19	19.00
00733471	93187	BUDGET CONTROL SERVICES, INC	01/24/19	19.00
00733473	805799	CLARK, E JOHN	01/24/19	19.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733474	805771	COLLECTION ASSOCIATES	01/24/19	19.00
00733476	805784	DHISPANOS INC	01/24/19	19.00
00733477	805875	DOWNS ERICK	01/24/19	19.00
00733478	805800	ELLIS KEVIN R	01/24/19	19.00
00733479	805801	FINN DOUGLAS MICHAEL	01/24/19	19.00
00733480	426777	FRANCY LAW FIRM	01/24/19	38.00
00733481	672576	G.R MILLER P.C.	01/24/19	862.50
00733482	805804	GONZALES MARY GUADALUPE	01/24/19	19.00
00733483	805805	HARRISON MATHEW BRENDON	01/24/19	19.00
00733484	278010	HART JULIE	01/24/19	180.00
00733485	489684	HEWLETT-PACKARD ENTERPRISE CO	01/24/19	12,906.88
00733486	358482	HOLST AND BOETTCHER	01/24/19	19.00
00733487	286382	JACKSON KELLY	01/24/19	19.00
00733488	62528	JEFFERSON COUNTY SHERIFF'S CIV	01/24/19	26.00
00733489	805807	KHODKOV IRINA A	01/24/19	19.00
00733491	712115	LACRUE MATTHEW D	01/24/19	65.00
00733492	805810	MANION VERYL ALLEN	01/24/19	19.00
00733493	805816	MARY A MILLER AND ASSOCITES	01/24/19	24.00
00733494	637831	MCCREARY RAPHAEL	01/24/19	65.00
00733495	305419	MIDLAND FUNDING LLC	01/24/19	38.00
00733496	805821	MILGROM PHILIPPE	01/24/19	19.00
00733497	805830	OZZYS COLLISON CENTER LLC	01/24/19	19.00
00733498	720230	PHILLIPS PET FOOD & SUPPLIES	01/24/19	553.05
00733499	747632	PRICE RITA M	01/24/19	65.00
00733500	8348	PUEBLO COUNTY COMMISSIONERS	01/24/19	190.00
00733501	805836	RAY L HUGHES ATTORNEY AT LAW	01/24/19	19.00
00733502	805838	RSWWS FINANCE LLC	01/24/19	19.00
00733503	805839	SHEETS GOLDA PILECKI	01/24/19	19.00
00733504	13538	SHRED IT USA LLC	01/24/19	215.00
00733505	226456	SIMON HARRY L	01/24/19	19.00
00733506	71946	SPRINGMAN, BRADEN, WILSON & PO	01/24/19	19.00
00733507	255511	STEELE SHERRIE LYN	01/24/19	145.00
00733508	243343	STENGER AND STENGER	01/24/19	57.00
00733509	52553	SWEEPSTAKES UNLIMITED	01/24/19	30.00
00733510	319978	TONSAGER DENNIS	01/24/19	65.00
00733511	270589	TOP HAT FILE AND SERVE	01/24/19	19.00

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733512	805847	WADSWORTH WARNER CONRARDY	01/24/19	19.00
00733513	27815	WAKEFIELD & ASSOCIATES INC	01/24/19	19.00
00733514	702804	WOLFE SANDRA KAY	01/24/19	65.00
00733515	91631	ADAMSON POLICE PRODUCTS	01/25/19	660.25
00733516	433987	ADCO DISTRICT ATTORNEY'S OFFIC	01/25/19	427.20
00733517	630412	ADVANCED LAUNDRY SYSTEMS	01/25/19	275.00
00733518	383698	ALLIED UNIVERSAL SECURITY SERV	01/25/19	5,051.61
00733519	40942	BI INCORPORATED	01/25/19	14,566.40
00733520	429551	BISCUITS AND BERRIES CATERING	01/25/19	10,075.37
00733521	37266	CENTURY LINK	01/25/19	205.39
00733528	6331	COLO ASSESSORS ASSN	01/25/19	60.00
00733531	13049	COMMUNITY REACH CENTER	01/25/19	19,171.49
00733532	44656	DENVER HEALTH & HOSPITAL AUTHO	01/25/19	5,230.00
00733533	5063	DENVER POST	01/25/19	665.95
00733534	777379	EDEN K9 CONSULTING AND TRAININ	01/25/19	1,590.00
00733536	52941	GIS COLORADO	01/25/19	175.00
00733537	565398	GREER, AMY	01/25/19	1,380.00
00733539	699829	HILL'S PET NUTRITION SALES INC	01/25/19	800.40
00733541	13545	INTL ASSN OF ASSESSING OFFICE	01/25/19	150.00
00733542	33110	JUSTICE BENEFITS INC	01/25/19	2,816.00
00733543	64329	LAPLATA COUNTY SHERIFF	01/25/19	28.38
00733545	38338	MCKAY LORI A	01/25/19	60.00
00733546	729564	METRO TRANSPORTATION PLANNING	01/25/19	3,026.95
00733547	13912	MORGAN COUNTY SHERIFF	01/25/19	35.00
00733548	13591	MWI VETERINARY SUPPLY CO	01/25/19	330.00
00733549	32509	NCS PEARSON INC	01/25/19	604.75
00733550	579541	NOREX INC	01/25/19	5,360.00
00733551	12383	PEPPERDINE'S MARKING PRODUCTS	01/25/19	39.50
00733554	574170	SCHULTZ PUBLIC AFFAIRS LLC	01/25/19	4,333.33
00733555	13538	SHRED IT USA LLC	01/25/19	210.57
00733557	42818	STATE OF COLORADO	01/25/19	11.18
00733558	42818	STATE OF COLORADO	01/25/19	1.41
00733559	42818	STATE OF COLORADO	01/25/19	15.97
00733560	42818	STATE OF COLORADO	01/25/19	13.95
00733561	42818	STATE OF COLORADO	01/25/19	507.38
00733562	42818	STATE OF COLORADO	01/25/19	53.25

County of Adams
Net Warrants by Fund Detail

<u>1</u>		<u>General Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00733565	599714	SUMMIT FOOD SERVICE LLC	01/25/19	5,367.80	
00733568	745750	TAILORED TEEZ LLC	01/25/19	2,122.58	
00733569	42984	TIME TO CHANGE	01/25/19	458,690.09	
00733570	26676	URISA	01/25/19	1,625.00	
			Fund Total	832,036.70	

County of Adams
Net Warrants by Fund Detail

<u>5</u>		<u>Golf Course Enterprise Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00005138	6177	PROFESSIONAL RECREATION MGMT I	01/22/19	9,000.00	
Fund Total				9,000.00	

County of Adams
Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733362	295403	ABRA AUTO BODY & GLASS	01/22/19	385.00
00733383	16237	SAM HILL OIL INC	01/22/19	2,779.49
00733401	346750	FACTORY MOTOR PARTS	01/23/19	7,789.41
00733553	16237	SAM HILL OIL INC	01/25/19	27,931.19
Fund Total				38,885.09

Net Warrants by Fund Detail

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Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733371	65277	COLO DEPT OF TRANSPORTATION	01/22/19	300,000.00
00733379	506641	JK TRANSPORTS INC	01/22/19	2,362.50
00733428	1007	UNITED POWER (UNION REA)	01/23/19	183.25
00733429	1007	UNITED POWER (UNION REA)	01/23/19	16.50
00733430	1007	UNITED POWER (UNION REA)	01/23/19	33.00
00733431	1007	UNITED POWER (UNION REA)	01/23/19	88.49
00733432	1007	UNITED POWER (UNION REA)	01/23/19	33.00
00733433	1007	UNITED POWER (UNION REA)	01/23/19	16.50
00733434	1007	UNITED POWER (UNION REA)	01/23/19	36.00
00733435	1007	UNITED POWER (UNION REA)	01/23/19	34.00
00733436	1007	UNITED POWER (UNION REA)	01/23/19	204.52
00733437	1007	UNITED POWER (UNION REA)	01/23/19	243.73
00733438	1007	UNITED POWER (UNION REA)	01/23/19	44.29
00733439	1007	UNITED POWER (UNION REA)	01/23/19	118.96
00733440	1007	UNITED POWER (UNION REA)	01/23/19	16.50
00733441	1007	UNITED POWER (UNION REA)	01/23/19	48.84
00733442	1007	UNITED POWER (UNION REA)	01/23/19	48.84
00733443	1007	UNITED POWER (UNION REA)	01/23/19	23.16
00733538	12812	GROUND ENGINEERING CONSULTANTS	01/25/19	353.50
00733552	147080	ROCKSOL CONSULTING GROUP INC	01/25/19	25,204.38
Fund Total				329,109.96

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733397	13663	DELTA DENTAL PLAN OF COLO	01/23/19	15.16
00733398	13663	DELTA DENTAL PLAN OF COLO	01/23/19	24.24
00733404	13593	KAISER PERMANENTE	01/23/19	1,663.89
00733419	37507	UNITED HEALTHCARE	01/23/19	333.30
00733449	11552	VISION SERVICE PLAN-CONNECTICU	01/23/19	5.08
00733472	419839	CAREHERE LLC	01/24/19	28,828.66
00733475	2157	COLO OCCUPATIONAL MEDICINE PHY	01/24/19	235.00
00733490	342013	KILLMER LANE & NEWMAN LLP COLT	01/24/19	550,000.00
00733530	17565	COLO FRAME & SUSPENSION	01/25/19	4,081.32
Fund Total				585,186.65

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733522	37266	CENTURY LINK	01/25/19	356.82
00733523	37266	CENTURY LINK	01/25/19	172.96
00733524	37266	CENTURY LINK	01/25/19	125.35
00733525	37266	CENTURY LINK	01/25/19	125.35
00733526	37266	CENTURY LINK	01/25/19	125.35
00733529	5078	COLO DEPT OF HUMAN SERVICES	01/25/19	35.00
00733540	479165	IDEMIA IDENTITY & SECURITY USA	01/25/19	49.50
00733566	13770	SYSCO DENVER	01/25/19	30.60
00733572	31360	WESTMINSTER PRESBYTERIAN CHURC	01/25/19	2,180.32
00733573	59983	WESTMINSTER PUBLIC SCHOOLS	01/25/19	2,812.00
Fund Total				6,013.25

Net Warrants by Fund Detail

35**Workforce & Business Center**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733367	152461	CENTURYLINK	01/22/19	24.76
00733375	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	01/22/19	210.04
00733376	774478	FIERRO OSCAR	01/22/19	80.00
00733377	801493	HARRIS HAILLEIGH	01/22/19	50.00
00733382	788038	PIEROG DEVIN L	01/22/19	80.00
00733535	8816052	EMILY GRIFFITH TECHNICAL COLLEGE	01/25/19	230.76
00733571	8076	VERIZON WIRELESS	01/25/19	514.23
Fund Total				<hr/> 1,189.79

Net Warrants by Fund Detail

43Front Range Airport

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733527	2381	COLO ANALYTICAL LABORATORY	01/25/19	257.00
00733544	112383	LOTTMAN OIL COMPANY	01/25/19	1,262.00
00733556	49310	SOUTH PARK EMBROIDERY	01/25/19	1,357.98
00733563	33604	STATE OF COLORADO	01/25/19	886.00
00733564	33604	STATE OF COLORADO	01/25/19	90.27
00733567	93074	SYSCO DENVER	01/25/19	1,103.56
Fund Total				4,956.81

Net Warrants by Fund Detail

50FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733393	2381	COLO ANALYTICAL LABORATORY	01/23/19	23.00
00733411	430098	REPUBLIC SERVICES #535	01/23/19	496.00
00733444	1007	UNITED POWER (UNION REA)	01/23/19	119.97
00733445	1007	UNITED POWER (UNION REA)	01/23/19	40.76
00733446	1007	UNITED POWER (UNION REA)	01/23/19	1,898.23
Fund Total				2,577.96

County of Adams
Net Warrants by Fund Detail

94		Sheriff Payables			
<u>Warrant</u>		<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00733369		95935	CLERK OF THE COUNTY COURT	01/22/19	2,360.00
00733370		92474	COLO DEPT OF HUMAN SERVICES	01/22/19	2,820.00
00733374		44915	COLO JUDICIAL DEPT	01/22/19	237.00
Fund Total					5,417.00

County of Adams
Net Warrants by Fund Detail

Grand Total 1,814,373.21

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	945389	328355	01/23/19	5.00
					Account Total	5.00
	Licenses and Fees					
	STATE OF COLORADO	00043	945374	328345	01/23/19	.10
					Account Total	.10
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	945389	328355	01/23/19	1,257.00
					Account Total	1,257.00
	Uniforms & Cleaning					
	SOUTH PARK EMBROIDERY	00043	945392	328355	01/23/19	1,357.98
					Account Total	1,357.98
					Department Total	2,620.08

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	SYSCO DENVER	00043	945393	328355	01/23/19	1,103.56
					Account Total	1,103.56
					Department Total	1,103.56

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Business Meetings					
	SUMMIT FOOD SERVICE LLC	00001	945501	328649	01/25/19	125.00
					Account Total	125.00
	Operating Supplies					
	SHRED IT USA LLC	00001	945502	328649	01/25/19	90.57
					Account Total	90.57
					Department Total	215.57

County of Adams
Vendor Payment Report

<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO ASSESSORS ASSN	00001	945275	328322	01/23/19	60.00
					Account Total	60.00
	Membership Dues					
	GIS COLORADO	00001	945276	328322	01/23/19	175.00
	INTL ASSN OF ASSESSING OFFICE	00001	945277	328322	01/23/19	150.00
	URISA	00001	945279	328322	01/23/19	1,625.00
					Account Total	1,950.00
	Operating Supplies					
	PEPPERDINE'S MARKING PRODUCTS	00001	945278	328322	01/23/19	39.50
					Account Total	39.50
					Department Total	2,049.50

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	G.R MILLER P.C.	00001	945060	328094	01/18/19	862.50
	PUEBLO COUNTY COMMISSIONERS	00001	945061	328094	01/18/19	190.00
					Account Total	1,052.50
	Court Reporting Transcripts					
	HART JULIE	00001	945067	328096	01/18/19	180.00
					Account Total	180.00
	Operating Supplies					
	ACE KAUFFMAN	00001	945064	328096	01/18/19	205.75
	ACE KAUFFMAN	00001	945066	328096	01/18/19	99.05
					Account Total	304.80
	Other Professional Serv					
	JEFFERSON COUNTY SHERIFF'S CIV	00001	945063	328096	01/18/19	26.00
	SWEEPSTAKES UNLIMITED	00001	945059	328094	01/18/19	30.00
					Account Total	56.00
					Department Total	1,593.30

County of Adams
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	945058	328094	01/18/19	235.00
					Account Total	235.00
					Department Total	235.00

County of Adams
Vendor Payment Report

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ACE KAUFFMAN	00001	945065	328096	01/18/19	139.60
					Account Total	139.60
					Department Total	139.60

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	GREER, AMY	00001	945467	328501	01/24/19	1,380.00
					Account Total	1,380.00
	Court Reporting Transcripts					
	MCKAY LORI A	00001	945382	328354	01/23/19	60.00
					Account Total	60.00
	Destruction of Records					
	SHRED IT USA LLC	00001	945377	328347	01/23/19	155.00
	SHRED IT USA LLC	00001	945378	328347	01/23/19	30.00
					Account Total	185.00
	Other Professional Serv					
	LAPLATA COUNTY SHERIFF	00001	945381	328354	01/23/19	28.38
	MORGAN COUNTY SHERIFF	00001	945383	328354	01/23/19	5.00
	MORGAN COUNTY SHERIFF	00001	945384	328354	01/23/19	5.00
	MORGAN COUNTY SHERIFF	00001	945385	328354	01/23/19	5.00
	MORGAN COUNTY SHERIFF	00001	945386	328354	01/23/19	5.00
	MORGAN COUNTY SHERIFF	00001	945387	328354	01/23/19	15.00
					Account Total	63.38
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	945380	328354	01/23/19	60.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	945380	328354	01/23/19	66.03
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	945380	328354	01/23/19	137.30
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	945380	328354	01/23/19	16.47
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	945380	328354	01/23/19	146.52
					Account Total	427.20
					Department Total	2,115.58

County of Adams
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED IT USA LLC	00001	945377	328347	01/23/19	30.00
					Account Total	30.00
					Department Total	30.00

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ABRA AUTO BODY & GLASS	00006	945175	328239	01/22/19	35.00
	ABRA AUTO BODY & GLASS	00006	945176	328239	01/22/19	175.00
	ABRA AUTO BODY & GLASS	00006	945177	328239	01/22/19	175.00
	FACTORY MOTOR PARTS	00006	945332	328330	01/23/19	6,208.95
	FACTORY MOTOR PARTS	00006	945332	328330	01/23/19	1,580.46
	SAM HILL OIL INC	00006	945180	328239	01/22/19	1,528.81
	SAM HILL OIL INC	00006	945182	328239	01/22/19	596.32
	SAM HILL OIL INC	00006	945190	328239	01/22/19	654.36
	SAM HILL OIL INC	00006	945435	328447	01/24/19	1,557.74
	SAM HILL OIL INC	00006	945436	328447	01/24/19	14,576.37
	SAM HILL OIL INC	00006	945437	328447	01/24/19	11,797.08
					Account Total	38,885.09
					Department Total	38,885.09

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	945374	328345	01/23/19	885.90
	STATE OF COLORADO	00043	945375	328345	01/23/19	90.27
					Account Total	976.17
					Department Total	976.17

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	945178	328249	01/22/19	1,500.00
	IC CHAMBERS LP	00001	945183	328249	01/22/19	6,586.82
	WESTAR REAL PROPERTY SERVICES	00001	945208	328249	01/22/19	14,706.36
					Account Total	22,793.18
	Other Professional Serv					
	GROUNDWATER MANAGEMENT SUB	00001	945179	328249	01/22/19	1,680.00
					Account Total	1,680.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9151	00001	944996	327972	01/04/19	72.20
	REPUBLIC SERVICES #535	00001	945194	328249	01/22/19	126.95
					Account Total	199.15
					Department Total	24,672.33

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Administration Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9180	00001	944994	327972	01/01/19	413.60
					Account Total	413.60
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9162	00001	944995	327972	01/02/19	61.20
	REPUBLIC SERVICES #535	00001	945193	328249	01/22/19	48.21
					Account Total	109.41
					Department Total	523.01

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9181	00001	944988	327972	01/03/19	4,752.64
					Account Total	4,752.64
					Department Total	4,752.64

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9153	00001	945005	327972	01/01/19	5,654.58
					Account Total	5,654.58
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9163	00001	945006	327972	01/04/19	705.92
					Account Total	705.92
					Department Total	6,360.50

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	COLO ANALYTICAL LABORATORY	00050	945181	328249	01/22/19	23.00
					Account Total	23.00
	Gas & Electricity					
	Energy Cap Bill ID=9152	00050	945010	327972	01/01/19	119.97
	Energy Cap Bill ID=9154	00050	945011	327972	01/01/19	40.76
	Energy Cap Bill ID=9158	00050	945012	327972	01/01/19	1,898.23
	Energy Cap Bill ID=9168	00050	945013	327972	01/01/19	116.28
	Energy Cap Bill ID=9173	00050	945014	327972	01/01/19	373.96
					Account Total	2,549.20
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00050	945186	328249	01/22/19	496.00
					Account Total	496.00
					Department Total	3,068.20

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945198	328249	01/22/19	492.24
					Account Total	492.24
					Department Total	492.24

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9165	00001	944989	327972	01/01/19	1,501.98
					Account Total	1,501.98
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945187	328249	01/22/19	54.45
	REPUBLIC SERVICES #535	00001	945199	328249	01/22/19	555.07
					Account Total	609.52
					Department Total	2,111.50

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	STANLEY CONVERGENT SECURITY S	00001	945155	328237	01/21/19	252.00
					Account Total	252.00
	Gas & Electricity					
	Energy Cap Bill ID=9155	00001	944990	327972	01/01/19	76.99
	Energy Cap Bill ID=9164	00001	944991	327972	01/01/19	19,219.78
					Account Total	19,296.77
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	945206	328249	01/22/19	410.00
					Account Total	410.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9161	00001	944992	327972	01/04/19	3,045.63
	REPUBLIC SERVICES #535	00001	945196	328249	01/22/19	811.47
					Account Total	3,857.10
					Department Total	23,815.87

County of Adams
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9157	00001	945007	327972	01/01/19	18,040.94
	Energy Cap Bill ID=9159	00001	945008	327972	01/01/19	69.37
	Energy Cap Bill ID=9160	00001	945009	327972	01/01/19	7,969.45
					Account Total	26,079.76
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945195	328249	01/22/19	513.28
	REPUBLIC SERVICES #535	00001	945200	328249	01/22/19	3,546.25
	REPUBLIC SERVICES #535	00001	945202	328249	01/22/19	166.96
					Account Total	4,226.49
					Department Total	30,306.25

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	DENVER CONCRETE COMPANY	00001	945153	328237	01/21/19	2,750.00
					Account Total	2,750.00
	Gas & Electricity					
	Energy Cap Bill ID=9174	00001	944993	327972	01/01/19	8,321.54
					Account Total	8,321.54
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945205	328249	01/22/19	630.61
					Account Total	630.61
					Department Total	11,702.15

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945188	328249	01/22/19	58.00
	REPUBLIC SERVICES #535	00001	945191	328249	01/22/19	223.50
					Account Total	281.50
					Department Total	281.50

County of Adams
Vendor Payment Report

<u>1069</u>	<u>FO-Animal Shelter Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945204	328249	01/22/19	443.62
					Account Total	443.62
					Department Total	443.62

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO-Sheriff HQ/Coroner Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945189	328249	01/22/19	187.22
					Account Total	187.22
					Department Total	187.22

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	945413	328433	01/24/19	104.25
	ADAMSON POLICE PRODUCTS	00001	945414	328433	01/24/19	556.00
	ADVANCED LAUNDRY SYSTEMS	00001	945415	328433	01/24/19	275.00
	ALLIED UNIVERSAL SECURITY SERV	00001	945171	328239	01/22/19	1,169.56
	ALLIED UNIVERSAL SECURITY SERV	00001	945171	328239	01/22/19	331.37
	ALLIED UNIVERSAL SECURITY SERV	00001	945416	328433	01/24/19	5,051.61
	APEX SYSTEMS GROUP LLC	00001	945330	328330	01/23/19	18,712.21
	BI INCORPORATED	00001	945418	328433	01/24/19	1,362.56
	BI INCORPORATED	00001	945418	328433	01/24/19	3,907.02
	BI INCORPORATED	00001	945419	328433	01/24/19	4,949.08
	BI INCORPORATED	00001	945420	328433	01/24/19	4,347.74
	BISCUITS AND BERRIES CATERING	00001	945438	328456	01/24/19	10,075.37
	CHP METRO NORTH LLC	00001	945157	328239	01/22/19	2,100.00
	COLO DIST ATTORNEY COUNCIL	00001	945173	328239	01/22/19	23,821.37
	COLO DIST ATTORNEY COUNCIL	00001	945174	328239	01/22/19	52,566.11
	COMMUNITY REACH CENTER	00001	945422	328433	01/24/19	19,171.49
	C3S INCORPORATED	00001	945331	328330	01/23/19	1,500.00
	HILL'S PET NUTRITION SALES INC	00001	945530	328646	01/25/19	800.40
	MWI VETERINARY SUPPLY CO	00001	945320	328330	01/23/19	2,759.85
	MWI VETERINARY SUPPLY CO	00001	945321	328330	01/23/19	1,881.78
	MWI VETERINARY SUPPLY CO	00001	945322	328330	01/23/19	171.88
	MWI VETERINARY SUPPLY CO	00001	945323	328330	01/23/19	35.66
	MWI VETERINARY SUPPLY CO	00001	945529	328646	01/25/19	330.00
	NCS PEARSON INC	00001	945424	328433	01/24/19	604.75
	NOREX INC	00001	945431	328447	01/24/19	5,360.00
	OLD VINE PINNACLE ASSOCIATES	00001	945159	328239	01/22/19	1,600.00
	PATTERSON VETERINARY SUPPLY IN	00001	945328	328330	01/23/19	843.07
	PHILLIPS PET FOOD & SUPPLIES	00001	945391	328356	01/23/19	553.05
	PRUDENTIAL OVERALL SUPPLY	00001	945325	328330	01/23/19	55.28
	ROADRUNNER PHARMACY INCORPORAT	00001	945326	328330	01/23/19	325.47
	SCHULTZ PUBLIC AFFAIRS LLC	00001	945434	328447	01/24/19	4,333.33
	STATE OF COLORADO	00001	945496	328646	01/25/19	11.18
	STATE OF COLORADO	00001	945496	328646	01/25/19	1.41
	STATE OF COLORADO	00001	945498	328646	01/25/19	15.97
	STATE OF COLORADO	00001	945498	328646	01/25/19	13.95

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	STATE OF COLORADO	00001	945504	328646	01/25/19	507.38
	STATE OF COLORADO	00001	945504	328646	01/25/19	53.25
	SUMMIT FOOD SERVICE LLC	00001	945427	328433	01/24/19	5,242.80
	TIME TO CHANGE	00001	945486	328646	01/25/19	510.00
	TIME TO CHANGE	00001	945487	328646	01/25/19	1,207.00
	TIME TO CHANGE	00001	945488	328646	01/25/19	1,530.00
	TIME TO CHANGE	00001	945489	328646	01/25/19	1,615.00
	TIME TO CHANGE	00001	945490	328646	01/25/19	14,355.63
	TIME TO CHANGE	00001	945492	328646	01/25/19	1,336.41
	TIME TO CHANGE	00001	945493	328646	01/25/19	1,336.41
	TIME TO CHANGE	00001	945505	328646	01/25/19	29,381.91
	TIME TO CHANGE	00001	945506	328646	01/25/19	12,674.34
	TIME TO CHANGE	00001	945507	328646	01/25/19	38,755.89
	TIME TO CHANGE	00001	945508	328646	01/25/19	12,717.45
	TIME TO CHANGE	00001	945509	328646	01/25/19	48,671.19
	TIME TO CHANGE	00001	945510	328646	01/25/19	8,061.57
	TIME TO CHANGE	00001	945514	328646	01/25/19	16,597.35
	TIME TO CHANGE	00001	945516	328646	01/25/19	6,083.98
	TIME TO CHANGE	00001	945517	328646	01/25/19	7,583.90
	TIME TO CHANGE	00001	945518	328646	01/25/19	5,761.45
	TIME TO CHANGE	00001	945519	328646	01/25/19	2,116.65
	TIME TO CHANGE	00001	945520	328646	01/25/19	87,836.65
	TIME TO CHANGE	00001	945521	328646	01/25/19	84,883.59
	TIME TO CHANGE	00001	945522	328646	01/25/19	2,672.82
	TIME TO CHANGE	00001	945523	328646	01/25/19	49,878.27
	TIME TO CHANGE	00001	945524	328646	01/25/19	4,302.57
	TIME TO CHANGE	00001	945525	328646	01/25/19	5,102.00
	TIME TO CHANGE	00001	945528	328646	01/25/19	6,704.06
	TIME TO CHANGE	00001	945527	328646	01/25/19	7,014.00
	VISION SOLUTIONS INC	00001	945329	328330	01/23/19	12,000.00
					Account Total	646,191.29
					Department Total	646,191.29

County of Adams
Vendor Payment Report

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	PROFESSIONAL RECREATION MGMT I	00005	945133	328224	01/22/19	9,000.00
					Account Total	9,000.00
					Department Total	9,000.00

County of Adams
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	JUSTICE BENEFITS INC	00001	945444	328471	01/24/19	1,452.00
	JUSTICE BENEFITS INC	00001	945445	328471	01/24/19	1,364.00
					Account Total	2,816.00
					Department Total	2,816.00

County of Adams
Vendor Payment Report

<u>1079</u>	<u>Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	DENVER CONCRETE COMPANY	00001	945153	328237	01/21/19	400.00
					Account Total	400.00
	Gas & Electricity					
	XCEL ENERGY	00001	945160	328237	01/21/19	3,938.77
					Account Total	3,938.77
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYME	00001	945151	328233	01/22/19	35.00
					Account Total	35.00
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	945185	328249	01/22/19	15,934.96
					Account Total	15,934.96
	Repair & Maint Supplies					
	ROLLING PLAINS CONSTRUCTION	00001	945152	328234	01/22/19	96.00
					Account Total	96.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	945197	328249	01/22/19	972.00
					Account Total	972.00
					Department Total	21,376.73

County of Adams
Vendor Payment Report

<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	945225	328265	01/22/19	2,180.32
	WESTMINSTER PUBLIC SCHOOLS	00031	945226	328265	01/22/19	2,812.00
					Account Total	4,992.32
	Food Supplies					
	SYSCO DENVER	00031	945221	328265	01/22/19	30.60
					Account Total	30.60
	Other Professional Serv					
	COLO DEPT OF HUMAN SERVICES	00031	945309	328265	01/22/19	35.00
	IDEMIA IDENTITY & SECURITY USA	00031	945311	328265	01/22/19	49.50
					Account Total	84.50
	Telephone					
	CENTURY LINK	00031	945217	328265	01/22/19	356.82
	CENTURY LINK	00031	945218	328265	01/22/19	172.96
	CENTURY LINK	00031	945219	328265	01/22/19	125.35
	CENTURY LINK	00031	945307	328265	01/22/19	125.35
	CENTURY LINK	00031	945308	328265	01/22/19	125.35
					Account Total	905.83
					Department Total	6,013.25

County of Adams
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	945088	328008	01/18/19	154.32
					Account Total	154.32
	Insurance Premiums					
	UNITED HEALTHCARE	00019	945088	328008	01/18/19	178.98
					Account Total	178.98
					Department Total	333.30

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	945062	328008	01/18/19	1,663.89
					Account Total	1,663.89
	Received not Vouchered Clrg					
	CAREHERE LLC	00019	945390	328356	01/23/19	4.03
	CAREHERE LLC	00019	945390	328356	01/23/19	501.91
	CAREHERE LLC	00019	945390	328356	01/23/19	1,883.09
	CAREHERE LLC	00019	945390	328356	01/23/19	3,243.25
	CAREHERE LLC	00019	945390	328356	01/23/19	21,029.74
	CAREHERE LLC	00019	945390	328356	01/23/19	904.17
	CAREHERE LLC	00019	945390	328356	01/23/19	1,262.47
	COLO FRAME & SUSPENSION	00019	945428	328447	01/24/19	475.20
	COLO FRAME & SUSPENSION	00019	945429	328447	01/24/19	3,606.12
					Account Total	32,909.98
					Department Total	34,573.87

County of Adams
Vendor Payment Report

8614	Insurance- Delta Dental	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	DELTA DENTAL PLAN OF COLO	00019	945043	328008	01/17/19	15.16
					Account Total	15.16
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	945068	328008	01/18/19	24.24
					Account Total	24.24
					Department Total	39.40

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	KILLMER LANE & NEWMAN LLP COLT	00019	945379	328353	01/23/19	550,000.00
					Account Total	550,000.00
					Department Total	550,000.00

County of Adams
Vendor Payment Report

<u>8623</u>	<u>Insurance- Vision</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	945042	328008	01/17/19	5.08
					Account Total	5.08
					Department Total	5.08

County of Adams
Vendor Payment Report

<u>1056</u>	<u>IT Help Desk & Servers</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Computers					
	HEWLETT-PACKARD ENTERPRISE CO	00001	945411	328419	01/24/19	12,906.88
					Account Total	12,906.88
					Department Total	12,906.88

County of Adams
Vendor Payment Report

1058	IT Network/Telecom	Fund	Voucher	Batch No	GL Date	Amount
	Telephone					
	CENTURY LINK	00001	945030	327979	01/17/19	6.13
	TDS TELECOM	00001	945031	327979	01/17/19	847.19
	WINDSTREAM COMMUNICATIONS	00001	945192	328251	01/22/19	1,799.04
					Account Total	2,652.36
					Department Total	2,652.36

County of Adams
Vendor Payment Report

<u>1019</u>	<u>Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	945150	328232	01/22/19	63.00
					Account Total	63.00
					Department Total	63.00

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	945158	328237	01/21/19	107.19
	UNITED POWER (UNION REA)	00027	945162	328241	01/21/19	63.07
					Account Total	170.26
					Department Total	170.26

County of Adams
Vendor Payment Report

<u>1111</u>	<u>Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9166	00001	944997	327972	01/01/19	1,218.68
	Energy Cap Bill ID=9167	00001	944998	327972	01/01/19	463.39
	Energy Cap Bill ID=9169	00001	944999	327972	01/01/19	633.97
	Energy Cap Bill ID=9170	00001	945000	327972	01/01/19	699.97
	Energy Cap Bill ID=9171	00001	945001	327972	01/01/19	869.52
	Energy Cap Bill ID=9177	00001	945002	327972	01/01/19	413.65
	Energy Cap Bill ID=9178	00001	945003	327972	01/01/19	41.48
	Energy Cap Bill ID=9179	00001	945004	327972	01/03/19	2,017.00
					Account Total	6,357.66
					Department Total	6,357.66

County of Adams
Vendor Payment Report

1015	People & Culture - Admin	Fund	Voucher	Batch No	GL Date	Amount
	Tuition Reimbursement					
	AUSTIN THOMAS	00001	945094	328113	01/18/19	2,500.00
	BENEGAS TARA	00001	945096	328113	01/18/19	2,500.00
	HUTCHINSON LUKE	00001	945095	328113	01/18/19	2,500.00
	LABRIE, THERON	00001	945093	328113	01/18/19	500.00
					Account Total	8,000.00
					Department Total	8,000.00

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	LACRUE MATTHEW D	00001	945241	328278	01/22/19	65.00
	MCCREARY RAPHAEL	00001	945242	328278	01/22/19	65.00
	PRICE RITA M	00001	945245	328278	01/22/19	65.00
	TONSAGER DENNIS	00001	945243	328278	01/22/19	65.00
	WOLFE SANDRA KAY	00001	945244	328278	01/22/19	65.00
					Account Total	325.00
					Department Total	325.00

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	GROUND ENGINEERING CONSULTANTS	00013	945430	328447	01/24/19	353.50
	JK TRANSPORTS INC	00013	945172	328239	01/22/19	2,362.50
	ROCKSOL CONSULTING GROUP INC	00013	945432	328447	01/24/19	15,803.95
	ROCKSOL CONSULTING GROUP INC	00013	945433	328447	01/24/19	349.45
	ROCKSOL CONSULTING GROUP INC	00013	945433	328447	01/24/19	9,050.98
					Account Total	27,920.38
					Department Total	27,920.38

County of Adams
Vendor Payment Report

94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	945100	328124	01/18/19	2,820.00
					Account Total	2,820.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	945103	328124	01/18/19	237.00
					Account Total	237.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	945101	328124	01/18/19	2,360.00
					Account Total	2,360.00
					Department Total	5,417.00

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	945044	328010	01/17/19	181.51
	DS WATERS OF AMERICA INC	00001	945050	328010	01/17/19	138.81
					Account Total	320.32
	Uniforms & Cleaning					
	TAILORED TEEZ LLC	00001	945446	328471	01/24/19	2,122.58
					Account Total	2,122.58
					Department Total	2,442.90

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	ALLEN MICHAEL LEON	00001	945355	328337	01/23/19	19.00
	BC SERVICES INC	00001	945339	328337	01/23/19	19.00
	BODIE ENGER LAW TRUST	00001	945356	328337	01/23/19	19.00
	BUDGET CONTROL SERVICES, INC	00001	945340	328337	01/23/19	19.00
	CLARK, E JOHN	00001	945359	328337	01/23/19	19.00
	COLLECTION ASSOCIATES	00001	945357	328337	01/23/19	19.00
	DHISPANOS INC	00001	945358	328337	01/23/19	19.00
	DOWNS ERICK	00001	945373	328337	01/23/19	19.00
	ELLIS KEVIN R	00001	945360	328337	01/23/19	19.00
	FINN DOUGLAS MICHAEL	00001	945361	328337	01/23/19	19.00
	FRANCY LAW FIRM	00001	945341	328337	01/23/19	19.00
	FRANCY LAW FIRM	00001	945342	328337	01/23/19	19.00
	GONZALES MARY GUADALUPE	00001	945362	328337	01/23/19	19.00
	HARRISON MATHEW BRENDON	00001	945363	328337	01/23/19	19.00
	HOLST AND BOETTCHER	00001	945343	328337	01/23/19	19.00
	JACKSON KELLY	00001	945344	328337	01/23/19	19.00
	KHODKOV IRINA A	00001	945364	328337	01/23/19	19.00
	MANION VERYL ALLEN	00001	945365	328337	01/23/19	19.00
	MARY A MILLER AND ASSOCITES	00001	945366	328337	01/23/19	24.00
	MIDLAND FUNDING LLC	00001	945345	328337	01/23/19	19.00
	MIDLAND FUNDING LLC	00001	945346	328337	01/23/19	19.00
	MILGROM PHILIPPE	00001	945367	328337	01/23/19	19.00
	OZZYS COLLISON CENTER LLC	00001	945368	328337	01/23/19	19.00
	RAY L HUGHES ATTORNEY AT LAW	00001	945369	328337	01/23/19	19.00
	RSWWS FINANCE LLC	00001	945370	328337	01/23/19	19.00
	SHEETS GOLDA PILECKI	00001	945371	328337	01/23/19	19.00
	SIMON HARRY L	00001	945347	328337	01/23/19	19.00
	SPRINGMAN, BRADEN, WILSON & PO	00001	945348	328337	01/23/19	19.00
	STEELE SHERRIE LYN	00001	945349	328337	01/23/19	145.00
	STENGER AND STENGER	00001	945350	328337	01/23/19	19.00
	STENGER AND STENGER	00001	945351	328337	01/23/19	19.00
	STENGER AND STENGER	00001	945352	328337	01/23/19	19.00
	TOP HAT FILE AND SERVE	00001	945353	328337	01/23/19	19.00
	WADSWORTH WARNER CONRARDY	00001	945372	328337	01/23/19	19.00
	WAKEFIELD & ASSOCIATES INC	00001	945354	328337	01/23/19	19.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
Account Total						796.00
Department Total						796.00

County of Adams
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	945439	328466	01/24/19	205.39
					Account Total	205.39
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	945447	328471	01/24/19	3,026.95
					Account Total	3,026.95
					Department Total	3,232.34

County of Adams
Vendor Payment Report

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	945045	328010	01/17/19	88.99
	VERIZON WIRELESS	00001	945055	328010	01/17/19	1,383.28
					Account Total	1,472.27
	Other Professional Serv					
	SHRED IT USA LLC	00001	945442	328466	01/24/19	30.00
					Account Total	30.00
					Department Total	1,502.27

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	DENVER HEALTH & HOSPITAL AUTHO	00001	945448	328471	01/24/19	3,200.00
	DENVER HEALTH & HOSPITAL AUTHO	00001	945449	328471	01/24/19	750.00
	DENVER HEALTH & HOSPITAL AUTHO	00001	945450	328471	01/24/19	1,280.00
					Account Total	5,230.00
	Minor Equipment					
	CML SECURITY LLC	00001	945047	328010	01/17/19	2,955.00
					Account Total	2,955.00
	Operating Supplies					
	SHRED IT USA LLC	00001	945051	328010	01/17/19	134.63
	SHRED IT USA LLC	00001	945443	328466	01/24/19	60.00
					Account Total	194.63
	Subscrip/Publications					
	DENVER POST	00001	945440	328466	01/24/19	665.95
					Account Total	665.95
					Department Total	9,045.58

County of Adams
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	COMMUNITY PET HOSPITAL	00001	945049	328010	01/17/19	250.81
					Account Total	250.81
	Membership Dues					
	EDEN K9 CONSULTING AND TRAININ	00001	945441	328466	01/24/19	1,590.00
					Account Total	1,590.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	945442	328466	01/24/19	30.00
					Account Total	30.00
					Department Total	1,870.81

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Traffic Fines					
	SUCHLA SARAH	00001	945052	328010	01/17/19	5.00
					Account Total	5.00
					Department Total	5.00

County of Adams
Vendor Payment Report

<u>3056</u>	<u>Transportation CIP</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Governmental Infrastruc					
	COLO DEPT OF TRANSPORTATION	00013	945154	328236	01/22/19	300,000.00
					Account Total	300,000.00
					Department Total	300,000.00

County of Adams
Vendor Payment Report

<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	945134	328228	01/22/19	183.25
	UNITED POWER (UNION REA)	00013	945135	328228	01/22/19	16.50
	UNITED POWER (UNION REA)	00013	945136	328228	01/22/19	33.00
	UNITED POWER (UNION REA)	00013	945137	328228	01/22/19	88.49
	UNITED POWER (UNION REA)	00013	945138	328228	01/22/19	33.00
	UNITED POWER (UNION REA)	00013	945139	328228	01/22/19	16.50
	UNITED POWER (UNION REA)	00013	945140	328228	01/22/19	36.00
	UNITED POWER (UNION REA)	00013	945141	328228	01/22/19	34.00
	UNITED POWER (UNION REA)	00013	945142	328228	01/22/19	204.52
	UNITED POWER (UNION REA)	00013	945143	328228	01/22/19	243.73
	UNITED POWER (UNION REA)	00013	945144	328228	01/22/19	44.29
	UNITED POWER (UNION REA)	00013	945145	328228	01/22/19	118.96
	UNITED POWER (UNION REA)	00013	945146	328228	01/22/19	16.50
	UNITED POWER (UNION REA)	00013	945147	328228	01/22/19	48.84
	UNITED POWER (UNION REA)	00013	945148	328228	01/22/19	48.84
	UNITED POWER (UNION REA)	00013	945149	328228	01/22/19	23.16
					Account Total	1,189.58
					Department Total	1,189.58

County of Adams
Vendor Payment Report

<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	945266	328313	01/23/19	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams
Vendor Payment Report

<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	945266	328313	01/23/19	105.46
					Account Total	105.46
					Department Total	105.46

County of Adams
Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	945388	328355	01/23/19	257.00
					Account Total	257.00
					Department Total	257.00

County of Adams
Vendor Payment Report

<u>99700</u>	<u>WIB Expenses</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	CENTURYLINK	00035	944943	327872	01/16/19	24.76
					Account Total	24.76
					Department Total	24.76

County of Adams
Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	945266	328313	01/23/19	52.68
					Account Total	52.68
					Department Total	52.68

County of Adams
Vendor Payment Report

<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	944945	327872	01/16/19	210.04
	EMILY GRIFFITH TECHNICAL COLLEGE	00035	945267	328313	01/23/19	230.76
					Account Total	440.80
	Supp Svcs-Incentives					
	FIERRO OSCAR	00035	944946	327872	01/16/19	80.00
	HARRIS HAILLEIGH	00035	944944	327872	01/16/19	50.00
	PIEROG DEVIN L	00035	944948	327872	01/16/19	80.00
					Account Total	210.00
					Department Total	650.80

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	945266	328313	01/23/19	316.08
					Account Total	316.08
					Department Total	316.08

County of Adams
Vendor Payment Report

Grand Total 1,814,373.21



**Board of County Commissioners
Minutes of Commissioners' Proceedings**

**Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5**

**Tuesday
January 29, 2019
9:30 AM**

1. ROLL CALL

Present: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter,
and Commissioner Hodge

Excused: 1 - Commissioner Tedesco

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner Hodge, seconded by Commissioner Pinter, that this was approved The motion carried by the following vote:

Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and
Commissioner Hodge

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

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

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this be approved. The motion carried by the following vote:

Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge

- A.** List of Expenditures Under the Dates of January 14-18, 2019
- B.** Minutes of the Commissioners' Proceedings from January 22, 2019
- C.** Resolution for Final Acceptance of the Public Improvements Constructed at the Clear Lake Estates Subdivision, (Case No. PRC2016-00002, PLT2016-00005, SIA2016-00005 and SUB2016-00004)
(File approved by ELT)
- D.** Resolution Approving the License Agreement between Adams County and the Regional Transportation District for Work Commencing at Gateway Plaza
(File approved by ELT)
- E.** Resolution Approving Abatement Petition and Authorizing the Refund of Taxes for Account Number P0035875
(File approved by ELT)
- F.** Resolution Adopting Commissioners' 2019 Reorganization
(File approved by ELT)
- G.** Resolution Appointing Tricia Allen to the Workforce Development Board as an Economic Development/Business Representative
(File approved by ELT)
- H.** Resolution Appointing Michele Askenazi to the North Central Regional All Hazards Board as a Tri-County Health Department Representative
(File approved by ELT)
- I.** Resolution Appointing Dennis Atencio to the Workforce Development Board as a Business Sector Representative
(File approved by ELT)
- J.** Resolution Appointing Richard Atkins to the Local Emergency Planning Committee as an Adams County Emergency Management Representative
(File approved by ELT)
- K.** Resolution Appointing Kerry Babin to the Building Code Board of Appeals
(File approved by ELT)

- L.** Resolution Appointing David Baldwin to the Regional Emergency & Trauma Advisory Council as an EMS REP Representative
(File approved by ELT)
- M.** Resolution Appointing Cynde Barnes to the Open Space Advisory Board as an Unincorporated Adams County Representative
(File approved by ELT)
- N.** Resolution Appointing Michael Bean to the Regional Emergency & Trauma Advisory Council as an Adams County Emergency Management Representative
(File approved by ELT)
- O.** Resolution Appointing Daniel Bebo to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member
(File approved by ELT)
- P.** Resolution Appointing Wayne Belohlavy to the Local Emergency Planning Committee as a Fire Protection Representative
(File approved by ELT)
- Q.** Resolution Appointing Leslie Carrico to the Community Services Block Grant Advisory Council as a Low Income Sector Representative
(File approved by ELT)
- R.** Resolution Appointing Dan Casey to the Community Corrections Board as a Broomfield Representative
(File approved by ELT)
- S.** Resolution Appointing Edward Clancy to the Board of Fire Code Appeals
(File approved by ELT)
- T.** Resolution Appointing Terry Cook to the District Plan Commission
(File approved by ELT)
- U.** Resolution Appointing Joseph Domenico to the Planning Commission as an Alternate Member
(File approved by ELT)
- V.** Resolution Appointing Joyce Downing to the Cultural Council
(File approved by ELT)
- W.** Resolution Appointing John Dupriest to the Planning Commission as an Alternate Member
(File approved by ELT)

- X.** Resolution Appointing Richard Dussart to the Board of Fire Code Appeals as a Regular Member
(File approved by ELT)
- Y.** Resolution Appointing Emily Fleischmann to the Community Services Block Grant Advisory Council as a Private Industry Representative
(File approved by ELT)
- Z.** Resolution Appointing Rosie Garner to the Planning Commission as a Regular Member
(File approved by ELT)
- AA.** Resolution Appointing Raymond Gonzales to the Scientific and Cultural Facilities District
(File approved by ELT)
- AB.** Resolution Appointing Thomas Green to the Board of Adjustment as a Regular Member
(File approved by ELT)
- AC.** Resolution Appointing Meghan Greene to the Workforce Development Board as a VOC Representative
(File approved by ELT)
- AD.** Resolution Appointing Chris Gronquist to the Board of Adjustment as an Alternate Member
(File approved by ELT)
- AE.** Resolution Appointing Glenn Grove to the Local Emergency Planning Committee as an Adams/Jeffco Hazmat Representative
(File approved by ELT)
- AF.** Resolution Appointing Brian Haggerty to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member
(File approved by ELT)
- AG.** Resolution Appointing Forrest Hancock to the Board of Adjustment as an Alternate Member
(File approved by ELT)
- AH.** Resolution Appointing Tom Hartmann to the Community Corrections Board as a Broomfield Representative
(File approved by ELT)

- AI.** Resolution Appointing Alison Haugen to the Community Corrections Board as a Public Defender Representative
(File approved by ELT)
- AJ.** Resolution Appointing Catherine Kielsmeier to the District Plan Commission
(File approved by ELT)
- AK.** Resolution Appointing Chris Laws to the Local Emergency Planning Committee as an Adams County Sheriff's Office Representative
(File approved by ELT)
- AL.** Resolution Appointing Chris Laws to the Community Corrections Board as an Adams County Sheriff's Office Representative
(File approved by ELT)
- AM.** Resolution Appointing Charles Little to the Regional Emergency & Trauma Advisory Council (RETAC) as a Local Hospital Representative
(File approved by ELT)
- AN.** Resolution Appointing Luke Lopez to the Adams County Visual Arts Commission
(File approved by ELT)
- AO.** Resolution Appointing Justin Martinez to the Planning Commission as a Regular Member
(File approved by ELT)
- AP.** Resolution Appointing Raphael McCreary to the Adams County Liquor and Marijuana Licensing Authority as a Regular Member
(File approved by ELT)
- AQ.** Resolution Appointing Raphael McCreary to the Board of Adjustment as a Regular Member
(File approved by ELT)
- AR.** Resolution Appointing Stephanie Mirelez Norton to the Head Start Policy Council
(File approved by ELT)
- AS.** Resolution Appointing Yesenia Mora-Plata to the Veterans Advisory Commission as a Veteran Representative
(File approved by ELT)
- AT.** Resolution Appointing Julie Mullica to the Tri-County Health Department Board
(File approved by ELT)

- AU.** Resolution Appointing Carolyn Mulligan to the Fair Advisory Board as a 4H Representative
(File approved by ELT)
- AV.** Resolution Appointing Tony Navarra to the Board of Fire Code Appeals
(File approved by ELT)
- AW.** Resolution Appointing Clint Nichols to the E-911 Authority as a Law Enforcement Representative
(File approved by ELT)
- AX.** Resolution Appointing Stewart Nyholm to the Board of Adjustment as a Regular Member
(File approved by ELT)
- AY.** Resolution Appointing Lisa Oliveto to the Local Emergency Planning Committee as a Tri-County Health Department Representative
(File approved by ELT)
- AZ.** Resolution Appointing Catherine Pellish to the Workforce Development Board as a Higher Education Representative
(File approved by ELT)
- BA.** Resolution Appointing Luann Penfold to the Board of Fire Code Appeals as Regular Member
(File approved by ELT)
- BB.** Resolution Appointing Dave Ramos to the E-911 Authority as a Fire Protection Representative
(File approved by ELT)
- BC.** Resolution Appointing Richard Reigenborn to the E-911 Authority as an Adams County Sheriff Representative
(File approved by ELT)
- BD.** Resolution Appointing Alisha Reis to the Retirement Board as a BOCC Appointee Representative
(File approved by ELT)
- BE.** Resolution Appointing Jen Rutter to the Local Emergency Planning Committee as a Building Safety Representative
(File approved by ELT)
- BF.** Resolution Appointing Bill Scebbi to the Fair Advisory Board as an Eastern Business Representative
(File approved by ELT)

- BG.** Resolution Appointing Michelle Seubert to the District Plan Commission
(File approved by ELT)
- BH.** Resolution Appointing Evan Siegel to the Adams County Visual Arts Commission
(File approved by ELT)
- BI.** Resolution Appointing Ron Sigman to the Local Emergency Planning Committee as
an Adams County Sheriff's Office Representative
(File approved by ELT)
- BJ.** Resolution Appointing Ron Sigman to the North Central Regional All Hazards
Board as an Adams County Emergency Management Representative
(File approved by ELT)
- BK.** Resolution Appointing Dennis Tonsager to the Adams County Liquor and
Marijuana Licensing Authority as an Alternate Member
(File approved by ELT)
- BL.** Resolution Appointing Tara Treloar to the Adams County Liquor and Marijuana
Licensing Authority as an Alternate Member
(File approved by ELT)
- BM.** Resolution Appointing Tom Tuttle to the Workforce Development Board as a
Labor Representative
(File approved by ELT)
- BN.** Resolution Appointing Susan White to the Community Corrections Board as a
DOC Parole Representative
(File approved by ELT)
- BO.** Resolution Appointing Sandra Wolfe to the Adams County Liquor and Marijuana
Licensing Authority as a Regular Member
(File approved by ELT)
- BP.** Resolution Appointing Abel Wurmnest to the Adams County Foundation
(File approved by ELT)
- BQ.** Resolution Approving Intergovernmental Agreement between Adams County and
the City and County of Broomfield for Coroner Services
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving the Use of the State Awards and Other Cooperative Agreements for the Purchase of Vehicles and Light to Medium Duty Trucks (File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this New Business be approved. The motion carried by the following vote:
Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge
2. Resolution Approving Amendment One to the Agreement between Adams County and Colorado Frame & Suspension, Inc., for Automotive Body Repair Services (File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this New Business be approved. The motion carried by the following vote:
Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge
3. Resolution Approving the Use of the State Awarded Agreement with Dell Marketing LP for the Purchase of Dell Isilon Storage Units (File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this New Business be approved. The motion carried by the following vote:
Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. PLT2018-00004 Centercore Minor Subdivision (File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this Land Use Hearing be approved. The motion carried by the following vote:
Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge

2. PLT2018-00014 Four Seasons Minor Subdivision
(File approved by ELT)
A motion was made by Commissioner Pinter, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:

Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge

3. RCU2018-00047 Welby Business Park Rezone
(File approved by ELT)
A motion was made by Commissioner Hodge, seconded by Commissioner Pinter, that this Land Use Hearing be approved. The motion carried by the following vote:

Aye: 4 - Commissioner O'Dorisio, Commissioner Henry, Commissioner Pinter, and Commissioner Hodge

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

ADAMS COUNTY PUBLIC TRUSTEE OPERATIONAL EXPENSE FOR THE QUARTER ENDING DECEMBER 2018

PERSONNEL SERVICES

Salary - Permanent	47,453.91
Salary - Regular Part Time	5,934.01
Salary - Temporary Part Time	0.00
Overtime	0.00
TOTAL	53,387.92

FRINGE BENEFITS

Medical Insurance	9,287.58
Dental Insurance	129.18
Vision Insurance	20.64
Life Insurance	82.74
Disability Compensation	463.92
Retirement (PT Match)	4,270.84
Workmen's Compensation	332.62
Fica (PT Match)	3,123.13
Mcr (PT Match)	730.41
TOTAL	18,441.06

OPERATING AND MAINTENANCE

Operating Supplies	581.64
Special Events	0.00
Releases - Postage	38.34
Envelopes & Labels	0.00
Books & Forms	182.77
Subscriptions	0.00
Publications	186.40
TOTAL	989.15

CHARGES FOR SERVICES

Office Equipment - Planned	0.00
Equipment Maint. & Rental	40.00
Office Equipment (Planned)	0.00
Business Meetings	0.00
Mileage Reimbursement	0.00
Water	0.00
Misc Expense	0.00
Petty Cash Expense	182.60
Auditing & Accounting	0.00
Office Rent & Storage Unit - Transferred from excess PT Fees to Escrow/Rent	22,496.00
Telephone	293.06
IT Support	245.00
Association Dues	0.00
Consultant - Non Recurring	0.00
Re-Recordings	0.00
Other Professional Service	0.00
Education & Training	0.00
Travel & Transportation	0.00
Insurance Premiums & Bonds	534.00
Computer Supplies/Upgrades	2,450.00
TOTAL	26,240.66

CAPITAL OUTLAY

Computer Software Purchases	0.00
Computer Hardware Purchases	0.00
Office Furniture & Equipment	TOTAL 0.00

TOTAL EXPENDITURES FOR QUARTER	99,058.79
RECONCILIATION	
Total of Other Check Not Written - Transferred from excess PT Fess to Escrow Holding/Rent	\$0.00
Other ck#51400 & ck#51398 written from incorrect acct s/b general expense	\$269.60
Adjustment	\$0.00
Re-Recordings for the quarter	\$0.00
Total Deposits to General Exp.	\$98,789.19
Less Deposits to Postage/Misc/copies	\$0.00
TOTAL	\$99,058.79
OVER/SHORT	0.00

PUBLIC TRUSTEE REVENUE FOR QUARTER ENDING DECEMBER 2018

FORECLOSURE REVENUE:

Foreclosure and Withdrawal Fees (#4020)	30,900.00
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TOTAL REVENUE COLLECTED FOR FORECLOSURES	30,900.00
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PUBLIC TRUSTEE DOCUMENTS:

0	(Certificates of Redemption @ 30.00 each)	0.00
1	(Lienor Intents to Redeem @ 50.00 each)	50.00
9	(Public Trustee Deeds @ 30.00 each)	270.00

TOTAL REVENUE COLLECTED FOR FORECLOSURE DOCUMENTS	31,220.00
--	------------------

PUBLIC TRUSTEE RELEASE FEES:

5,490	(Releases executed @ 15.00 each)	82,350.00
	returned check for release	0.00

PUBLIC TRUSTEE TAX ESCROW FEES

0	(PT tax escrow fees @ 75.00 each)	0.00
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TOTAL OF ALL PUBLIC TRUSTEE FEES COLLECTED FOR THE QUARTER	113,570.00
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OPERATIONAL EXPENSES FOR QUARTER

Personnel Services	53,387.92
Fringe Benefits	18,441.06
Operating & Maintenance	93,729.56
Charges for Services	27,229.81
<u>Capital Outlay</u>	<u>0.00</u>
TOTAL OPERATIONAL EXPENSES	192,788.35

SUMMARY OF QUARTERLY TRANSACTIONS

Total Fees Collected for the Quarter	113,570.00
Less Operational Expenses for Quarter	(99,058.79)
Tranfer Escrow Holding (Rent) to excess PT Fees	22,496.00
Plus transfer from Copies to PT fees	0.00
Less transfer to ColoTrst to Excess PT Fees increase Per CRS 38-37-104(3)	2,468.19

BALANCE: 39,475.40

QUARTER ENDING BALANCE: *** 39,475.40

Excess fees submitted to treasurer Per CRS 38-37-104(3)
1st Quarter 2018-\$57,202.08
2nd Quarter 2018-\$0
3rd Quarter 2018-\$18,837.40
4th Quarter 2018-\$68,949.55
Increased Reserve Acct: \$2,468.19 per CRS 38-37-104(3) plus \$334,941.63 Reserve
Total Excess Fees paid to county in 2018-\$144,989.03

DISPOSITION OF BALANCE OF PUBLIC TRUSTEE FEES COLLECTED 2018

QUARTER ENDING BALANCE	39,475.40
AMOUNT DEPOSITED WITH ADAMS COUNTY TREASURER	144,989.03
TRUSTEE ESCROW FUND PER C.R.S. 38-37-104	332,925.56

ENDING QUARTER BALANCES OF PUBLIC TRUSTEE ACCOUNTS

Copies & Misc. Accts (Beg. Bal 14678.54 + 1007.20 revenues - <3394.21> expenses	12,291.53
Postage Acct (Beg. Bal 5009.42 + 2204.80 revenues - <1890.35> expenses	5,323.87
PT Reserve Fund Acct (Beg. Bal 332925.56 + 2016.07 - transfer from PT fees	
Per CRS 38-37-104(3) \$2469.19	337,409.82

Susan A. Orecchio upon oath duly sworn deposes and says the information contained herein above is true and correct to the best of her knowledge.


Susan A. Orecchio, Adams County Public Trustee



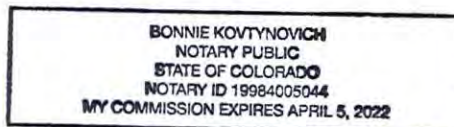
STATE OF COLORADO>

COUNTY OF ADAMS>

The foregoing was acknowledged before me on 1-24-19 by Susan A. Orecchio as the Public Trustee of Adams County, Colorado.

My Commission Expires:


Notary Public



ADAMS COUNTY BOARD OF COMMISSIONERS APPROVAL

Dated: _____

Chair, Adams County Board of Commissioners



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
SUBJECT: Development Agreement with The Gilliland Family Partners, LLLP
FROM: Kristin Sullivan, Director, Community and Economic Development Department
AGENCY/DEPARTMENT: Community and Economic Development and Public Works Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Development Agreement with The Gilliland Family Partners, LLLP for the public improvements of curb, gutter, sidewalk, and drainage facilities to support the development of a new building and parking area in Lot 2, and to pay cash in lieu for the public improvements adjacent to Lot 3 of the RMS Munger Subdivision located at 2025 E. 64 th Avenue.

BACKGROUND:

The applicant, Gilliland Family Partners, LLLP, is requesting to enter into a Development Agreement for the public improvements of curb, gutter, sidewalk, and drainage facilities to support the construction of a new office building and parking area in Lot 2 and to pay cash in lieu for the construction of public improvements adjacent to Lot 3 of the RMS Munger Subdivision. The development is located at 2025 E. 64th Avenue. The subject Development Agreement is required to ensure that public improvements associated with the development are designed and constructed in conformance with County's Development Standards and Regulations. Exhibits "B" and "C" of the Development Agreement describes all of the required public improvements to support this development.

The subject request is consistent with the requirement for approval of Development Agreements. In addition, staff reviewed the Development Agreement and determined that the proposed improvements conform to the requirements outlined in Section 4-20-06-04 of the County's Development Standard and Regulations. These Standards require a property owner of land abutting a constructed public right-of-way is responsible for the construction and maintenance of curb, gutter, and sidewalk along the right-of-way that is adjacent to the property under development. Maintenance of public right-of-way includes snow removal for pedestrian access.

The Department of Community and Economic Development also reviewed construction documents associated with the development. Final approval of the construction documents is contingent upon approval of the Development Agreement.

As a requirement of the Development Agreement, the Developer will furnish to the County a performance bond, releasable only by the County, to guarantee compliance with this Agreement. Said collateral will be in the amount of, Eighty four thousand, two hundred ninety seven dollars and seventy eight cents (\$84,297.78). Developer will also furnish to the County a cash escrow deposit with sufficient funds to satisfy the cost of public improvements described in Exhibit C in the amount of Seventy nine thousand, eighty six dollars (\$79,086).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development and Public Works Departments.

ATTACHED DOCUMENTS:

Resolution approving the Development Agreement for the Park Central Buildings, with Prologis, L.P.

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN ADAMS
COUNTY AND THE GILLILAND FAMILY PARTNERS, LLLP FOR THE
RMS MUNGER SUBDIVISION

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way; and,

WHEREAS, in November 2018, the updated public improvement construction plans were approved. The acceptance of the public improvements is contingent on approval of a Development Agreement, by Adams County Community and Economic Development Department; and,

WHEREAS, the Developer has provided updated and approved construction plans; and,

WHEREAS, the Developer has agreed to provide collateral to meet the terms of the agreement; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the Development Agreement for RMS Munger Subdivision, Case Number, INF2018-00063.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and The Gilliland Family Partners, LLLP for the RMS Munger Subdivision, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams State of Colorado, hereinafter called "County," and The Gilliland Family Partners, LLLP, hereinafter called "Developer".

The purpose of this Development Agreement is to specify certain public improvements to be constructed by the Developer as described in Exhibit "B" and to provide payment to the County for certain public improvements as described in Exhibit "C". These public improvements consist of new roadway asphalt, storm sewer pipe and curb, gutter and sidewalk as described in Exhibits "B" and "C".

WITNESSETH:

WHEREAS, Developer is responsible for hiring a contractor to construct the improvements on the real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements as described in Exhibits "A" and "B".

WHEREAS, Developer shall provide the County a fee-in-lieu rather than construct certain improvements as described in Exhibit "C".

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** The Developer agrees to construct those public improvements in E. 64th Avenue adjacent to Lot 2, RMS MUNGER SUBDIVISION, also known as 2025 E. 64th Avenue. The Developer also agrees to construct a storm sewer located in E. 64th Avenue and in said Lot 2 to capture storm runoff from E. 64th Avenue and discharge it into the detention pond located in Lot 3, RMS SUBDIVISION. These improvements are estimated to cost \$66,903.00 as described in Exhibit "B".

Adams County agrees to accept a fee-in-lieu of construction of those public improvements in E. 64th Avenue adjacent to Lot 3, RMS SUBDIVISION and adjacent to Lot 1, Block 1, ADG INVESTMENTS SUBDIVISION. This fee to be paid to Adams County amounts to \$79,086.00 as described in Exhibit "C".

2. **Drawings and Estimates.** The Developer shall furnish all of the necessary engineering, surveying, and drawings needed to design and construct the street and storm drainage facilities required to support development of the site. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.

3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with the drawings and materials approved by the County, the improvements described in Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement and within the "construction completion date", which May 1, 2019. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all improvements appearing in said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Payment of Fees-in-Lieu.** Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all fees-in-lieu payments required pursuant to this agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit "C" in the amount of \$79,086.00.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or acceptable collateral, releasable only by the County, to guarantee compliance with this Agreement for the improvements to be constructed as described in Exhibit "B". Said collateral shall be in the amount of \$84,297.78 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this Agreement, and preliminary acceptance by Adams County in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No certificate of occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No certificate of occupancy shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** Landscaping maintenance within the right-of-way adjacent to property shall be the responsibility of the property owner and/or owners association as indicated in Section 5-03-05-04 of the Adams County Development Standards and Regulations. All landscaping within the public right-of-way shall consist of native vegetation and can be removed by the Public Works Department for the maintenance and construction of drainage and roadway improvements.

All improvements designated as "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make

such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Conveyance.** The undersigned Developer hereby agrees to provide payment for the following improvements, and to convey the described easement.

A. **Improvements.** Public Improvements:

- a. Developer shall furnish and construct the improvements in accordance with all County requirements and specifications as described and detailed in Exhibit "B".
 - b. Developer shall provide fees-in-lieu for all improvements described and detailed in Exhibit "C".
- B. **Public dedication of land for right-of-way purposes or other public purpose.** A deed for dedication of land for right-of-way purposes has been provided to Adams County. No further dedication is required by the Developer.
- C. **Public dedication of an easement for the storm sewer to cross said Lot 2.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey a 20 foot wide easement to the County for the storm sewer crossing Lot 2.

Developer: **The Gilliland Family Partners, LLLP**

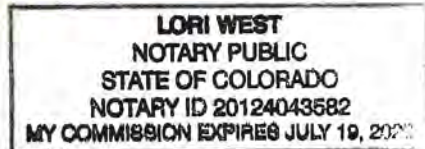
By: 
Manager

The foregoing instrument was acknowledged before me this 11th day of January,
2019, by Darren Gibbons

My commission expires: 7/19/2020

Address: 1900 E. 66th Ave.
Denver, CO 80229


Notary Public



APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$84,297.78. No certificate of occupancy shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners and the construction of the public improvements are accepted by Adams County Public Works Department.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT "A"

Description of Work:

The property owner will build a new building, parking lot, and drainage facilities for the site described as Lot 2, RMS MUNGER SUBDIVISION, also known as 2025 E. 64th Avenue.

CONSTRUCTION COST ESTIMATE
for
Lot 2, RMS MUNGER SUBDIVISION
Adams County, Colorado

"PUBLIC" STREET IMPROVEMENTS FOR E. 64TH AVENUE

Description	Unit	Quantity	Unit Cost	Amount
Saw cutting	lf	297	\$3.00	\$891.00
Driveway crosspan	sq yd	50	\$75.00	\$3,750.00
Curb, gutter & walk	lf	242	\$36.00	\$8,712.00
Asphalt pavement (8" thick)	ton	44	\$80.00	\$3,520.00
		Sub total		\$16,873.00
Construction Observation	hrs	16	\$90.00	\$1,440.00
As-builts	ls	1	\$1,000.00	\$1,000.00
		Total		\$19,313.00

"PUBLIC" STORM SEWER IMPROVEMENTS FOR E. 64TH AVENUE

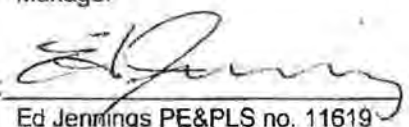
Description	Unit	Quantity	Unit Cost	Amount
5' type R inlet	ea	2	\$4,500.00	\$9,000.00
18" RCP	lf	575	\$46.00	\$26,450.00
4' dia manhole	ea	2	\$4,500.00	\$9,000.00
Headwall	ea	1	\$500.00	\$500.00
Riprap	ls	1	\$200.00	\$200.00
		Sub total		\$45,150.00
Construction Observation	hrs	16	\$90.00	\$1,440.00
As-builts	ls	1	\$1,000.00	\$1,000.00
		Total		\$47,590.00
		Grand Total		\$86,903.00

Construction Completion Date: May 1, 2019

Developer: The Gilliland Family Partners, LLLP

by: 
Manager

1/11/19
date

prepared by: 
Ed Jennings PE&PLS no. 11619

1/11/19
date

Contingency 13,380.60
Subtotal 80,283.60
5% Inflation 4,014.18
Total \$ 84,297.78



EXHIBIT "C"

File: EE708121
Date: 12/14/2018

CONSTRUCTION COST ESTIMATE

for
Lot 3, RMS MUNGER SUBDIVISION
and
Lot 1, Block 1, ADG INVESTMENTS SUBDIVISION
Adams County, Colorado

STREET IMPROVEMENTS FOR E. 64TH AVENUE

Description	Unit	Quantity	Unit Cost	Amount
Saw cutting	lf	1114	\$3.00	\$3,342.00
Curb, gutter & walk	lf	1114	\$36.00	\$40,104.00
Asphalt pavement (8" thick)	ton	415	\$80.00	\$33,200.00
Power Pole relocation	ea	4	\$1,000.00	\$4,000.00
Riprap	ls	1	\$200.00	\$200.00
		Sub total		\$76,646.00
Construction Observation	hrs	16	\$90.00	\$1,440.00
As-builts	ls	1	\$1,000.00	\$1,000.00
		Total		\$79,086.00

prepared by:


Ed Jennings PE&PLS no. 11619

date

1/11/19





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
Subject: IGA between Adams County and Colorado Department of Transportation for Faster Safety Grant to Improve the Intersection of SH 224 and Dahlia Street
FROM: Kristin Sullivan, Interim Director Public Works Brian Staley, PE, PTOE, Deputy Director, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON November 13, 2018
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Public Works Department recommends that the Board of County Commissioners Approve the Agreement between Adams County and Colorado Department of Transportation (CDOT) for Faster Safety Grant Regarding Traffic Signal Improvements at the Intersection of SH 224 and Dahlia Street

BACKGROUND:

Adams County (the County) anticipates improving Dahlia Street between SH 224 and I-76. Public Works would like to collaborate with the Colorado Department of Transportation (the State) to improve the intersection at SH 224 and Dahlia Street. The State offers a Faster Safety Grant (Grant) to the County to upgrade traffic signals and other associated infrastructures. The Grant offers an amount of \$450,000 for improvements at the intersection of SH 224 and Dahlia Street.

The scope and purpose of the grant has defined in the Agreement. The State will provide the complete intersection engineering design, and the County will use the grant funds for construction of the traffic signals and associated infrastructure.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and the Colorado Department of Transportation.

ATTACHED DOCUMENTS:

Resolution

State Grant Agreement

FISCAL IMPACT:

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

Fund: 00013

Cost Center: 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5660		\$450,000
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY AND THE COLORADO DEPARTMENT OF
TRANSPORTATION FOR THE DAHLIA STREET ROADWAY AND DRAINAGE
IMPROVEMENTS PROJECT AT THE INTERSECTION OF STATE HIGHWAY 224
AND DAHLIA STREET**

WHEREAS, Adams County (“County”) and the Colorado Department of Transportation (CDOT), (collectively the “Parties”), desire to enter into an Intergovernmental Agreement (IGA) for the purpose of distributing FASTER Safety Grant (Grant) funds to the County; and,

WHEREAS, CDOT is distributing State Faster Safety Grant funds of \$450,000 for the intersection improvements at the intersection of SH 224 and Dahlia Street; and,

WHEREAS, the Parties desire to proceed with the Grant to upgrade traffic signals, provide pedestrian push buttons, install traffic cabinet, and upgrade curb ramps in compliance with the Americans with Disability Act (ADA) at the intersection of SH 224 and Dahlia Street with the Dahlia Street Roadway and Drainage Improvements Project; and,

WHEREAS, the purpose of this Grant is further defined in the Agreement; and,

WHEREAS, by means of the attached Agreement, the Parties desire to proceed with the Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and the Colorado Department of Transportation for FASTER Safety Grant funding for improvements at the intersection of State Highway 224 and Dahlia Street, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

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

Project:(FSA 224A-004) (22452)
Region: (jh)

(FASTER Grant Construction)

STATE OF COLORADO
Colorado Department of Transportation
FASTER Safety Grant
with
Adams County Government

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1. PARTIES

This Grant (“Grant”) is entered into by and between Adams County Government, 4430 South Adams County Pkwy, Ste W2000B, Brighton, CO 80601, CDOT Vendor # 0002000055 (“Local Agency” or “Grantee”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail (“State” or “CDOT”). Local Agency and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c) as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

The purpose of this Grant is for CDOT to disperse FASTER Transit Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A** and **Exhibit C**.

D. References

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

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6, §19, and all **Exhibits**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (FASTER Program Requirements), **Exhibit C** (Funding Provisions), **Exhibit D** (Grantee Payment Checklist), **Exhibit E** (49 CFR 18 Subpart C), **Exhibit F** (General Procurement Standards), **Exhibit G** (State and Grantee Commitments), **Exhibit H** (Option Letter), **Exhibit I** (Security Grant), **Exhibit J** (State or Federal-Aid Project Agreements with Professional Subgrantee Services) and **Exhibit K** (Grantee Contract Administration Checklist).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

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

F. Grant Funds

“Grant Funds” means the total of State dollars and Local match dollars, as shown in **Exhibit C** and payable by the State to Grantee pursuant to this Grant.

G. Local Funds

“Local Funds” means funds provided by any city, county or entity (public or private) for performance of the Work, as required by the State to match the State FASTER funds pursuant to this Grant.

H. Manual

“Manual” refers to CDOT’s “Local Agency Manual”, if applicable.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Project

“Project” means Work identified in **Exhibit A**.

K. Program

“Program” means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Grant.

L. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, §19** and **Exhibit A**.

M. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

N. State Funds

“State Funds” means funds provided by the State for performance of the Work.

O. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

Q. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate five (5) years from the date of the state controller’s signature in section 23 unless sooner terminated or completed as demonstrated by final payment and final audit.

B. Notice to Proceed

Grantee shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuant to **§17**.

6. SCOPE OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** (Scope of Work). Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. OPTION LETTER MODIFICATION

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to begin a phase and/or increase or decrease the encumbrance amount.

The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown in **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable to the Local Agency under this Grant shall be \$450,000.00 (for CDOT accounting purposes, only State FASTER Transit funds of \$450,000.00 will be encumbered) unless such amount is increased by an appropriate written modification to this Grant executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Grant, and that such cost is subject to revisions (in accordance with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute.

The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Grant or other grants or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

i. State FASTER Funds

State FASTER Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of **Exhibit C** will be issued by State with such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

ii. Matching Funds

The matching ratio for the funds for this Work is 100% State FASTER funds to 0% Required Local Agency funds, it being understood that such ratio applies to the \$450,000.00.

The Local Agency shall provide matching funds as provided in **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Grant by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Grant by its authorized representatives and paid into its treasury. The Local Agency does not by this Grant irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

D. Local Funds

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Grant and **Exhibit C**. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §9 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §22, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Local Agency Manual and/or this Grant.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §17 (Notices and Representatives), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §9.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §9.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §9 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

10. LOCAL AGENCY RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §11 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §11.

12. CONFLICT OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

13. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of

Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

14. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §14(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

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

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Professional Liability

Professional liability insurance with minimum limits of liability of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate for both the Grantee or any Subgrantee when:

- a) Contract items 625 (Construction Surveying), 629 (Survey Monumentation), or both are included in the Grant
- b) Plans, specifications, and submittals are required to be signed and sealed by the Grantee's or Subgrantee's professional engineer, including but not limited to:
 - (1) Shop drawings and working drawings as described in subsection 105.02 of the CDOT Standards Specification for Road and Bridge Construction Manual which can be found at: www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf
 - (2) Mix designs
 - (3) Contractor performed design work as required by the plans and specifications
 - (4) Approved value engineering change proposals

v. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

vi. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §17 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

viii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §14.

15. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §17. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §16. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

16. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §16 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §15(B) provided however, that the State may terminate this Grant pursuant to §16(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform.

Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §16(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §17. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §16(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §16(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Request removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

17. NOTICES AND REPRESENTATIVES

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

A. State:

Joy French
CDOT Region 1
2000 South Holly Street
Denver, CO 80222
303-757-9528
joy.french@state.co.us

B. Grantee:

Jennifer Shi
Adams County Government
4430 South Adams County Pkwy, Ste W2000B
Brighton, CO, 80601
720-523-6968
jshi@adcogov.org

18. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its

obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

19. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §20 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties:

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

ii. By Operation of Law

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

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The Provision of the main body of this Grant,**
- iii. Exhibit A** (Scope of Work and Budget),
- iv. Exhibit B** (FASTER Program Requirements),
- v. Exhibit C** (Funding Provisions),
- vi. Any** executed Option Letter, and
- vii. Other Exhibits** in descending order of their attachment.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

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

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

M. Third Party Beneficiaries

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

N. Waiver

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

O. CORA Disclosure

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

22. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

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

provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

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

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

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

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

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

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal

law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

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23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE Adams County Government</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Michael P. Lewis – Executive Director</p> <p>By: Joshua Laipply, P.E., Chief Engineer</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>
--

24. EXHIBIT A (Scope of Work)

SH 224 and Dahlia Signal Replacement FSA 2224A-004 (22452)

This project will replace existing span wire traffic signals with mast arms. This will include updating ADA curb ramps, pedestrian push buttons, vehicle detection, conduit, cabinet, signal heads, striping and signing at the intersection of SH 224 and Dahlia.

CDOT Environmental has agreed to do the work to get the project Environmental Clearance.

CDOT Traffic will provide the design for the traffic signal at SH 224 and Dahlia. The plans shall be signed and sealed by a Colorado-Licensed Professional Engineer. Adams County agrees to provide CDOT their final design files to CDOT, so CDOT can add the traffic signal design to the plans.

CDOT shall provide the post design services for construction of traffic signal during construction such as responding to the contractor's questions, reviewing the shop drawings, etc.

Adams County will provide the Right of Way Plans and get CDOT approval of the right of way needed for the work at the intersection of SH 224 and Dahlia. Adams County will acquire all right of way needed to do the work at the intersection.

25. EXHIBIT B (FASTER Program Requirements)

FASTER Program Requirements

1. PROJECT PAYMENT PROVISIONS

- A.** The State will reimburse the Grantee for incurred costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Grant. Provided, however, that charges incurred by the Grantee prior to the Effective Date of this Grant will not be charged by the Grantee to the Project, and will not be reimbursed by the State.
- B.** The State will reimburse the Grantee's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total of this Grant. The applicable principles described in Exhibit D shall govern the allowability and allocability of costs under this Grant. The Grantee shall comply with all such principles. To be eligible for reimbursement, costs by the Grantee shall be:
 - i.** in accordance with the provisions, terms and conditions of this Grant;
 - ii.** necessary for the accomplishment of the Work;
 - iii.** reasonable in the amount for the Goods and Services provided;
 - iv.** actual net cost to the Grantee (i.e. the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - v.** incurred for Work performed after the Effective Date of this Grant; and
 - vi.** satisfactorily documented.

Examples of ineligible costs include:

- i.** Staff or administrative overhead costs of the Grantee, unless specifically allowed for in the Scope of Work;
 - ii.** Fines and penalties; and
 - iii.** Entertainment expenses.
- C.** The Grantee shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Grant Funds are expended and costs accounted for in a manner consistent with this Grant and Project objectives:
 - i.** All allowable costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, grants or vouchers evidencing in detail the nature of the charges.
 - ii.** Any check or order drawn up by the Grantee, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Grantee, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, grants, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D.** The Grantee will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Grantee's invoices shall include a description of the amounts of Services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State.
- E.** To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Grant must be received by the State within 60 days after termination of this Grant.
 - i.** Payments pursuant to this Grant shall be made in whole or in part, from available funds, encumbered for the purchase of the described services. If this Grant is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit.

2. STATE AND GRANTEE COMMITMENTS

CDOT and the Grantee also agree to ensure the Project is completed within the applicable design and construction standards in accordance with **Exhibit G – State and Grantee Commitments**.

3. PROCUREMENT STANDARDS

The Grantee agrees to carry out its procurements consistent with the general procurement standards of the State. The Grantee agrees to follow the general procurement standards set forth in **Exhibit F**.

4. CONFORMANCE WITH LAW

The Grantee and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Grantee agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

5. NON DISCRIMINATION

The Grantee agrees to comply with and ensure any Sub grantees comply with, the requirements of:

- A.** The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B.** The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.

6. STATE INTEREST This section applies if box checked ☒

The Grantee understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Grant. With respect to any Project property financed with State assistance under this Grant, the Grantee agrees to comply with the following:

- A. Use of Project Property.** The Grantee agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the State assistance expended on that property. The Grantee further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made to CDOT.
- B. Maintenance.** The Grantee agrees to maintain Project property in good operating order to the State's satisfaction.
- C. Records.** The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. Encumbrance of Project Property.** The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
 - i.** Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party grant, subgrant, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
 - ii.** Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - iii.** Other Actions. The Grantee agrees that it will not take any action adversely affecting the State interest in or impair the Grantee's continuing control of the use of Project property.
- E. Transfer of Project Property.** The Grantee understands and agrees as follows:
 - i.** Grantee Request. The Grantee may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
 - ii.** State Government Direction. The Grantee agrees that the State may direct the disposition of, and even require the Grantee to transfer, title to any Project property financed with State assistance under this Grant if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.

iii. **Leasing Project Property to Another Party.** If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Grantee and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Grantee agrees to provide a copy of any relevant documents.

F. Disposition of Project Property. The Grantee agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

i. **Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from appropriate use before its useful life has expired, the Grantee agrees as follows:

- a). **Notification Requirement.** The Grantee agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- b). **Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Grantee agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

(1) **Equipment.** The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

(2) **Real Property.** The Grantee agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.

(3) **Exceptional Circumstances.** The Grantee agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.

c). **Financial Obligations to the State.** The Grantee agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the State interest by either:

- (1) Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
- (2) Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.

G. State Interest-Project. The State shall protect its interest in the equipment being obtained with Grant Funds.

H. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

- ii. Return to the State an amount equal to the remaining State interest, based on straight line depreciation, in the damaged or destroyed Project property.
 - I. **Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.
 - J. **Responsibilities After Project Closeout.** The Grantee agrees that Project closeout by the State will not change the Grantee's Project property management responsibilities as stated in this Section of the Grant.
7. **RAILROADS** This section applies if box checked ☐
- In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Grantee shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Grantee shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning State or Federal-aid projects involving railroad facilities, including:
- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
 - B. Obtaining the railroad's detailed estimate of the cost of the Work.
 - C. Establishing future maintenance responsibilities for the proposed installation.
 - D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
 - E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.
8. **UTILITIES, ACCESS, RIGHT OF WAY** This section applies if box checked ☒
- A. **Utilities.** ☒ If necessary, the Grantee will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Grantee in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.
 - B. **Access.** ☐ The Grantee shall be responsible for obtaining an access permit from CDOT Region offices. The Grantee shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.
 - C. **Right of Way.** ☒ The parties acknowledge that the Project is for the mutual benefit of the Grantee and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Grantee shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Grantee shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

If the Project includes right of way, prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA "Project Development Guide" and CDOT's "Right of Way Operations Manual".

Allocation of responsibilities can be as follows:

- i. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges)

activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);

- ii. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- iii. No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Grantee's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

9. DISADVANTAGE BUSINESS ENTERPRISE ("DBE") EFFORTS

The State encourages the Grantee to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Grantee is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission's commitment to fair and equitable business practices and is supported by CDOT's small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

10. MAINTENANCE OBLIGATIONS This section applies if box checked ☐

The Grantee will maintain and operate the improvements constructed under this Grant at its own cost and expense during their useful life, in a manner reasonably satisfactory to the State. The Grantee will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Grantee's obligations to maintain such improvements. The State may make periodic inspections of the Project to verify that such improvements are being adequately maintained.

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26. EXHIBIT C (Funding Provisions)

FUNDING PROVISIONS

Cost of Work Estimate

The estimated total cost of the Work is \$450,000.00 which is to be funded as follows:

1 TOTAL PROJECT FUNDS			
a. State Funds (FY 2018 FASTER Safety @ 100%)			\$450,000.00
b. <i>Required Local Agency Funding</i> (FY 2018 @ 0%)			\$0.00
TOTAL PROJECT FUNDS			\$450,000.00
2 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. State Budgeted Funds (1a)			\$450,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$450,000.00
3 FOR CDOT ENCUMBRANCE PURPOSES			
a. State Funds Budgeted (1a)			\$450,000.00
b. Required Local Agency Funding			(\$0.00)
c. Less ROW Acquisition 3111 and/or ROW Relocation 3109			(\$0.00)
<i>Estimated Total Encumbrance:</i>			\$450,000.00
<i>NOTE: \$0.00 is currently available for the work. Only State FASTER Funds will be encumbered in the future by a unilateral Option Letter of formal Amendment when they are authorized.</i>			
WBS Element 22452.20.10	CONST	3301	\$0.00

27. EXHIBIT D (Grantee Payment Checklist)

GRANTEE PAYMENT CHECKLIST

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Invoice from local entity (Tier I and some Tier IIs)**

- ✓ Project and Project Code
- ✓ Project Location
- ✓ Invoice number and billing date
- ✓ Previous Billed, Current Billing, and Billed to date
- ✓ Local Agency costs
- ✓ Consultant or Sub-grantee costs
- ✓ Federal portion
- ✓ Local portion
- ✓ Net payment due
- ✓ Signature of local entity representative

☐ **Copies of invoices from local agency contractors (Tier I and some Tier IIs)**

- ✓ The specific document the contractor used to invoice the local agencies. The local agency is responsible for ensuring that the backup matches the invoice and is eligible for reimbursement.
- ✓ If the local agency pays the contractor a discounted amount, the full amount cannot be reimbursed to the local agency, only the discounted amount, less the local agency match.
- ✓ Please ensure that all payment vouchers from the local agencies state "ok to pay" or some notation of when paid or approved by, etc.
- ✓ Invoice(s) should match check amounts.
- ✓ A CDOT employee knowledgeable about the work being invoiced has to approve the local agency invoices in order for CDOT to make payments; the invoice must be paid within 45 days of receipt according to state statute.
- ✓ Statements are not acceptable in lieu of an invoice.

☐ **Copies of checks (All Tiers)**

- ✓ All of the following are acceptable - copies of checks, check registers, approved accounting system generated expenditure ledgers showing the amount paid, the check number or electronic funds transfer ("EFT") and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the Grantee have been paid by the Grantee before CDOT is invoiced by the Grantee.

☐ **Expenditure ledger (All Tiers)**

- ✓ An expenditure ledger needs to be submitted from the Grantee's financial accounting system. The report should display the accounting system information, date of the report, accounting period, current period transactions, and the account coding for all incurred expenditures. Excel spreadsheets are not approved expenditure reports. However, an additional excel spreadsheet may be required in order to explain any variances between the expenditure and the amount eligible for reimbursement.
- ✓ 2 CFR 200 requires the Grantee to have approved accounting systems so this should not be difficult to generate by cost center specific to the reimbursable Project. The expenditure report is a good summary page if there is substantial documentation.
- ✓ If the Grantee has copies of the invoice(s) and check(s), you do not need the expenditure ledger also, but the invoices must be marked as approved for payment.

☐ **Timesheets (Tier I and some Tier IIs)**

- ✓ DOT requires all employees working on projects to provide time sheets with a breakdown of hours worked by day displaying all projects worked for the day, week, month or time collection period. The timesheet must also be signed or approved either in ink or electronically.
 - ✓ Backup documentation for payroll expenses includes the timesheet and an hourly or salary rate or a payroll ledger indicating total hours, wages, and benefits. The rate only needs to be submitted once and will be referred to for future invoices.
 - ✓ If there is sensitive information such as social security numbers or addresses, please block that information.
 - ✓ If the local agency uses a temp agency and submits the invoice from the temp agency for reimbursement, CDOT needs the same documentation the agency would use for approval before the local agency paid the temp agency.
 - ✓ If the local agency used a quarterly or semester based system of timekeeping, the local agency cannot bill monthly for payroll expenses (this is especially true for colleges and universities). The local agency needs the backup from the timekeeping system and payroll records which would allow the local agency to bill quarterly or by semester.
- ☐ **In kind match – If an entity wishes to use in-kind match, it must be approved by CDOT prior to any work taking place. (All Tiers)**
- ✓ If an in kind match is being used for the local match the in-kind portion of the project must be included in project application and scope of work attached to the contract or purchase order. FTA does not require pre-approval of in kind, but CDOT does.
 - ✓ Expenditure ledger from the local agency must also show the in kind match in their general ledger. CDOT needs a copy of this general ledger showing the in kind match.
 - ✓ If the local agency is using in kind match on invoices to CDOT, they need to attach a drawdown page indicating how much in-kind match has been used.
 - ✓ Full documentation will be required on the use of in-kind match, regardless of the Tier held by the grantee.
- ☐ **Indirect costs (All Tiers)**
- ✓ If indirect costs are being requested, please submit an approved indirect letter provided by either CDOT or Colorado Department. The letter must state what indirect costs are allowed and at what percentage. The indirect letter only needs to be submitted once and will be retained on file for future invoices. The indirect cost plan must be reconciled annually and an updated letter submitted each year.

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28. EXHIBIT E (C-49 CFR 18 Subpart C)
2 CFR 200 Subparts A-F

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended, including 2 CFR 200 Subparts A through F, and 2 CFR 1201.

§200.100 Purpose.

- (a)
- (1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies must not impose additional or inconsistent requirements, except as provided in §§ 200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order.
 - (2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106 6101-6106).
- (b) **Administrative requirements.** Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.
- (c) **Cost Principles.** Subpart E - Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.
- (d) **Single Audit Requirements and Audit Follow-up.** Subpart F - Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501- 7507 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.
- (e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

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29. EXHIBIT F (General Procurement Standards)

General Procurement Standards

This **Exhibit F** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection;
 - d. Basis for the contract price; and
 - e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
 - a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
 - b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
 - i. Must be publicly advertised;
 - ii. Must give at least 14 days for bidders to respond;
 - iii. Must include any specifications and pertinent attachments to all bidders to respond properly;
 - iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;

- v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
 - vi. Any or all bids may be rejected if there is a sound documented reason.
 - c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - i. Request for proposals will be publicized;
 - ii. Identify all evaluation factors and their relative importance;
 - iii. Proposals will be solicited from an adequate number of qualified sources;
 - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
 - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit I** for procurement of A/E professional services.
 - d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:
 - i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
- a. Placing qualified firms on solicitation lists;
 - b. Assuring that firms are solicited whenever they are potential sources;
 - c. Dividing total quantities to permit maximum participation;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and
 - e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.
13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00.

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30. EXHIBIT G (State and Grantee Commitments)
State and Grantee Commitments

A. Design – This section applies if box checked: ☒

1. Work including preliminary design or final design (the “Construction Plans”), design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), requires that the Grantee comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work;
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT;
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Grantee specifications if approved by CDOT;
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction Work and to protect the traveling public;
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer;
 - f. provide final assembly of Plans and Grant documents;
 - g. be responsible for the Plans being accurate and complete; and
 - h. make no further changes in the Plans following the award of the construction contract except in writing approved by all the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.
2. Grantee:
 - a. shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”;
 - b. (If applicable) shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. may enter into a contract with a Subgrantee to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a Subgrantee, that Subgrantee subgrant (and the performance/provision of the Plans under the subgrant) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Grantee does enter into a subgrant with a Subgrantee for the Work:
 - (1) Grantee shall submit a certification that procurement of any design Subgrantee subgrant complied with the requirements of 23 CFR 172.5(1) prior to entering into subgrant. The State shall either approve or deny such procurement. If denied, the Grantee may not enter into the subgrant.
 - (2) Grantee shall ensure that all changes in the Subgrantee subgrant have prior approval by the State. Such changes in the subgrant shall be by written supplement grant. As soon as the subgrant with the Subgrantee has been awarded by the Grantee, one copy of the executed subgrant shall be submitted to the State. Any amendments to such subgrant shall also be submitted.
 - (3) it shall require that all Subgrantee billings under that subgrant shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its Subgrantee) shall use the CDOT procedures described to administer that design Subgrantee subgrant, to comply with 23 CFR 172.5(b) and (d).
 - (5) it may expedite any CDOT approval of its procurement process and/or Subgrantee subgrant by submitting a letter to CDOT from the certifying Grantee’s attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).
 - (6) it shall ensure that its Subgrantee subgrant complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

- (a) "The design work under this Grant shall be compatible with the requirements of the Grant between the Grantee and the State (which is incorporated herein by this reference) for the design/construction of the Project. The State is an intended third party beneficiary of this subgrant for that purpose."
- (b) "Upon advertisement of the Project work for construction, the Subgrantee shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project."
- (c) "The Subgrantee shall review the construction Subgrantee's shop drawings for conformance with the subgrant documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
- d. The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Grantee to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

B. Construction – This section applies if box checked: ☒

1. Work including construction requires that, the Grantee perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subgrant revisions; processing Subgrantee claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:
<http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf>.
2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Grantee, due to the failure of the Grantee or its Subgrantee to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
3. Grantee:
 - a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Grantee Project Engineer ("LAPE"), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subgrant and applicable State procedures.
 - b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction subgrant(s) to the low responsible bidder(s) upon approval by the State.
 - (1) In advertising and awarding the bid for the construction, the Grantee shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Grantee/Subgrantee shall comply with terms and conditions as required by 23 CFR §633.102(e).
 - (2) The Grantee has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Grantee must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (3) By indicating its concurrence in such award, the Grantee, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional State funds will be made available for the Project. This paragraph also applies to Projects advertised and awarded by the State.
 - c. If all or part of the construction Work is to be accomplished by Grantee personnel (i.e. by force account), rather than by a competitive bidding process, the Grantee will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.

- (1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Grantee, the State and FHWA (if needed) in advance of the Work, as provided for in 23 CFR §635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
- (2) An alternative to the above is that the Grantee may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
- (4) All force account work shall have prior approval of the State and/or FHWA (if needed) and shall not be initiated until the State has issued a written notice to proceed.

C. State's Obligations

1. The State will perform a final Project inspection prior to Project acceptance as a "Quality Control/Assurance" activity. When all Work has been satisfactorily completed, the State will sign the CDOT Form 1212 (for FHWA), if applicable.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Grantee within the Work of this Grant.

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31. EXHIBIT H (Sample Option Letter)

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

- A. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- B. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (Insert the following language for use with the Option A):

In accordance with the terms of the original Agreement (insert CMS routing # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)is (insert dollars here). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labled as follows: **C-2, C-3, C-4, etc.**).

Option B (Insert the following language for use with Option B):

In accordance with the terms of the original Agreement (insert CMS # of the original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4, etc.**; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).

Option C (Insert the following language for use with Option C):

In accordance with the terms of the original Agreement (insert CMS routing # of original Agreement) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (describe phase from which funds will be moved) to (describe phase to which funds will be moved) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part

of the original Agreement and replaces **Exhibit C**. *(The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C-2, C-3, C-4**, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).*

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now *(insert total encumbrance amount)*, as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: *(indicate total budgeted funds)* as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Michael P. Lewis, Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form Updated: December 19, 2012

32. EXHIBIT J (Grants with Professional Subgrantee Services)

State or Federal-Aid Project Agreements with Professional Subgrantee Services

The Grantee shall use these procedures to implement State or Federal-aid project agreements with professional Sub grantee services including, but not limited to engineering, design, or architectural services.

23 CFR Part172 applies to a federally funded Grantee project agreement administered by CDOT that involves professional Sub grantee services. 23 CFR §172.1 states “The policies and procedures involve federally funded grants for engineering and design related services for projects subject to the provisions of 23 USC §112(a) and are issued to ensure that a qualified Subgrantee is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR §172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional Subgrantee services under a federally funded Subgrantee subgrant administered by CDOT.

Preference of Colorado Labor

Grantee certifies, warrants, and agrees that it has knowledge of the “Keep Jobs in Colorado Act of 2013” codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Subgrantee Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part172 and Colorado Revised Statute CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Grantee must follow in obtaining professional Subgrantee services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Grantee shall document the need for obtaining professional services.
2. Prior to solicitation for Subgrantee services, the contracting Grantee shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS §24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for grants in conformity with the requirements of CRS §24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for Subgrantee services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the Subgrantee should be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime Subgrantee and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Subgrantee's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority Subgrantees.
6. Once a Subgrantee is selected, the Grantee enters into negotiations with the Subgrantee to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
 7. A qualified Grantee employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Grantee prepares a performance evaluation (a CDOT form is available) on the Subgrantee.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 2 CFR 200.333, which provide for records to be kept at least three (3) years from the date that the Grantee submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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33. EXHIBIT K (Grantee Contract Administration Checklist) Grantee Contract Administration Checklist

The following checklist has been developed to ensure that all required aspects of a project approved for federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for federal funding in the Statewide Transportation Improvement Program, CDOT Project Manager, Grantee Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual Grant. CDOT will not process a Grant without this completed checklist. It will be reviewed at the "Final Office Review" meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION GRANTEE CONTRACT ADMINISTRATION CHECKLIST			
Project No. FSA 224A-004	STIP No. SR17002.088	Project Code 22452	Region 1
Project Location SH 224 & Dahlia Signal Replacement		Date 1/12/2018	
Project Description This project will replace the current signals at SH 224 and Dahlia in Adams County			
Grantee Adams County		Grantee Project Manager Jennifer Shi	
CDOT Resident Engineer Leela Rajasekar		CDOT Project Manager Guy Norris	
INSTRUCTIONS: <p>This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this Grant. The checklist becomes an attachment to the Grant. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>.</p> <p>The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Grantee is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by headquarters staff will be indicated. The regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Grantee Project Manager, and submitted to the CDOT Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Grantee Project Manager, will prepare and distribute a revised checklist.</p>			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 –State or Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	#
5.2	Prepare Grantee/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	#
5.4	Conduct Design Scoping Review Meeting	X	X
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	#
5.10	Conduct Final Office Review (FOR)	X	X
5.11	Justify Force Account Work by the Grantee	X	#
5.12	Justify Proprietary, Sole Source, or Grantee Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		
6.2	Determine Applicability of Davis-Bacon Act This project <input checked="" type="checkbox"/> is <input type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) <div style="display: flex; justify-content: space-between;"> <div>Leela Rajasekar CDOT Resident Engineer (Signature on File)</div> <div>1/30/2018 Date</div> </div>		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances:	X	X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7.2	Advertise for Bids	X	
7.3	Distribute “Advertisement Set” of Plans and Specifications	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	#
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey		
	1. Construction staking	X	
	2. Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." <u>Jennifer Shi</u> <u>720-523-6968</u> Grantee Professional Engineer Phone number or CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
	Provide the name and phone number of the person authorized for this task. <u>Jennifer Shi</u> <u>720-523-6968</u> Grantee Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare Grantee Reimbursement Requests	X	#
8.13	Prepare and Authorize Change Orders	X	
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Leela Rajasekar 303-757-9914 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record 1. Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project 2. Update the form as work progresses 3. Complete and distribute form after work is completed	X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: 1. Fabrication of structural steel and pre-stressed concrete structural components 2. Bridge modular expansion devices (0" to 6" or greater) 3. Fabrication of bearing devices	X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Grantee Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> 1. Generate IAT schedule 2. Schedule and provide notification 3. Conduct IAT		X
9.8	Approve mix designs Concrete Hot mix asphalt	X X	X X
9.9	Check Final Materials Documentation	X	#
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Grantee participation.)		X
11.2	Write Final Project Acceptance Letter	X	#
11.3	Advertise for Final Settlement	X	#
11.4	Prepare and Distribute Final As-Constructed Plans	X	#
11.5	Prepare EEO Certification	X	#
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	#
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	#
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	#
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	N/A	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	X
11.12	Complete and Submit CDOT Form 950 - Project Closure	X	X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	X
11.14	Retain Final Version of Grantee Contract Administration Checklist	X	X

cc: CDOT Resident Engineer
CDOT Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Grantee Project Manager



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
SUBJECT: Case # PLN2019-00002 - Adoption of 2018 Zoning Maps
FROM: Greg Barnes, Planner II
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves and Adopts the 2018 Zoning Maps as the Official Zoning Maps

BACKGROUND:

State statute requires the adoption and recording of official zoning maps (C.R.S. 30-28-125). Accordingly, each year the Community and Economic Development Department revises and updates the County's zoning maps to reflect all changes and corrections in zoning that occurred the previous year. The current request would approve the county's official zoning maps for 2018. All changes made in 2018 are herewith provided for adoption and recording. Copies of the zoning maps can be found at <http://www.adcogov.org/planning/currentcases>.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None

ATTACHED DOCUMENTS:

- Resolution for the map adoption
- Staff Summary document
- Link to 2018 zoning atlas: <http://www.adcogov.org/planning/currentcases>

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

**RESOLUTION ADOPTING AND RECORDING THE 2018 OFFICIAL ZONING MAPS
FOR UNINCORPORATED ADAMS COUNTY, COLORADO**

WHEREAS, the Adams County Clerk and Recorder is required by Section 30-28-125 of the State of Colorado Revised Statutes to maintain and index the official zoning maps of Adams County; and,

WHEREAS, there have been numerous changes made to the zoning maps since the previous zoning maps were officially adopted; and,

WHEREAS, the Community and Economic Development Department has prepared zoning maps that accurately reflect the zoning in unincorporated Adams County as of December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the zoning maps, which reflect the zoning in unincorporated Adams County as of December 31, 2018, be adopted as the Official Zoning Maps for the unincorporated portion of Adams County.

BE IT FURTHER RESOLVED, that the Official Zoning Maps adopted this date be recorded by the Adams County Clerk and Recorder



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Board of County Commissioners

February 5, 2019

CASE NO.: PLN2019-00002	CASE NAME: Adoption of Zoning Maps
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Nature of Request:	Adopt and record official 2018 Zoning Maps
Report Date:	January 17, 2019
Case Manager:	Greg Barnes <i>JB</i>

SUMMARY

State statute requires the adoption and recording of official zoning maps (C.R.S. 30-28-125). Accordingly, each year the Community and Economic Development Department revises and updates the county's zoning maps to reflect all changes and corrections in zoning that occurred the previous year. The current request would approve the county's official zoning maps for 2018. All changes made in 2018 are herewith provided for adoption and recording. Copies of the zoning maps can be found at <http://www.adcogov.org/planning/currentcases>.

RECOMMENDED FINDINGS OF FACT

1. The Adams County Clerk and Recorder is required by Section 30-29-125 of the Colorado Revised Statutes to maintain and index the official zoning maps of Adams County.
2. There have been numerous changes made in the zoning maps since the 2017 zoning maps were officially adopted on March 6, 2018.
3. The Community and Economic Development Department has prepared zoning maps, which accurately reflect the zoning in unincorporated Adams County as of December 31, 2018.

Staff Recommendation:	APPROVAL
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
SUBJECT: Approving 2018-2019 Annual Cooperative Agreement with Adams County School District 27J ("SD27J")
FROM: Chris Kline
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Annual Cooperative Agreement with Adams County School District 27J ("SD27J")

BACKGROUND:

Adams County Head Start Program ("ACHS") enters into an annual Cooperative Agreement with Adams County School District 27J ("SD27J"). By means of the 2018-2019 Cooperative Agreement, SD27J and ACHS will continue to work together, to provide educational and support services to eligible children with disabilities in Adams County as outlined in the Cooperative Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County School District 27J

ATTACHED DOCUMENTS:

Resolution
Cooperative Agreement

FISCAL IMPACT:

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

Fund:**Cost Center:**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

**RESOLUTION APPROVING THE 2018-2019 COOPERATIVE AGREEMENT
BETWEEN
THE ADAMS COUNTY HEAD START PROGRAM AND
ADAMS COUNTY SCHOOL DISTRICT 27J**

WHEREAS, Adams County, on behalf of the Adams County Head Start Program (“ACHS”), enters into an annual Cooperative Agreement with Adams County School District 27J (“SD27J”); and,

WHEREAS, by means of the attached 2018-2019 Cooperative Agreement, SD27J and ACHS will continue to work together to provide educational and support services to eligible children with disabilities in Adams County as outlined in the Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Cooperative Agreement between Adams County Head Start and Adams County School District 27J, a copy of which is attached hereto and incorporated herein by reference, be approved.

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



SCHOOL DISTRICT 27J
"Reaching Out In All Directions"
18551 East 160th Avenue
Brighton, CO 80601-3295
(303) 655-2900 FAX (303) 655-2870
Chris Fiedler, Ed. D. Superintendent

**COOPERATIVE AGREEMENT BETWEEN
ADAMS COUNTY SCHOOL DISTRICT 27J
AND
ADAMS COUNTY HEAD START PROGRAM**

This agreement specifies the joint cooperative arrangements and activities for providing educational and support services to eligible children. The arrangements and activities specified herein are mutually acceptable to, and hereby agreed upon by both Adams County Head Start Program (ACHS) and School District 27J (SD27J) located at 18551 East 160th Ave., Brighton CO 80601.

This agreement will fulfill mandates set by the Office of Head Start through the Head Start Act amendment 42 USC 9801 et.seq.Sec.642A (42 U.S.C. 9837a) stating "Head Start agency shall take steps to coordinate with the local educational agency serving the community involved and with schools in which children participating in a Head Start program operated by such agency will enroll following such program to promote continuity of services and effective transitions." Head Start Performance Standards require that grantees establish and maintain procedures to support successful transitions for enrolled children and families from Head Start into elementary schools.

SD27J and Adams County Head Start in fulfilling the terms of this cooperative agreement, agree to the following:

Adams County Head Start Responsibilities:

- 1.) Initiate the transition process six months prior to a child's transition from Head Start into the public schools.
- 2.) Transitions will begin in January and will include informing parents of schools and enrollment options and deadlines.
- 3.) In collaboration with SD27J coordinate and provide a Transition Orientation for families whose children will be transitioning out of Head Start.
- 4.) Provide families with information regarding before and after school programs available in their area.
- 5.) Collaborate with parents and public school staff to make the process for each child transitioning into kindergarten as smooth as possible.
- 6.) Compile a list of schools children can attend for kindergarten by school district. This list will include information about kindergarten program options (half day versus full day).
- 7.) Encourage parents to visit prospective schools.
- 8.) Provide parents with a copy of their child's records to help them enroll their child into kindergarten. Share information with parents regarding transition.
- 9.) Schedule kindergarten transition visits. The Family Community Specialist will support the family in scheduling the visit and, if needed, will accompany the child and parents to the school.
- 10.) Provide children a backpack and include their records, writing and reading materials, parent information on how to prepare their child for kindergarten, summer activities, library locations and other practical and useful material/literature.
- 11.) Identify a point of contact and provide contact information to school district personnel.
- 12.) Work closely with school district personnel in the transition process.
- 13.) In order for both entities to provide timely, efficient, and parent-friendly support, ACHS will provide sufficient information regarding the child/family.

School District 27J Responsibilities:

- 1.) Work closely with ACHS staff to initiate the transition process between SD27J and ACHS.
- 2.) Provide information such as, but not limited to, the transition process, boundary map, and lists of schools and locations within the district to ACHS staff and families with children transitioning out of the program and into the school district.

- 3.) Collaborate with ACHS in the process of facilitating a visit to the school by the families and teachers.
- 4.) Provide a point of contact and their contact information to ACHS.

Transition Activities:

- 1.) Family Community Specialists, teachers, and school district staff will participate in transition meetings for families as needed.
- 2.) School District staff and Family Community Specialists will meet at least annually to discuss the year's transition process, schedule presentations, and exchange pertinent information.
- 3.) When considering placement options for a child, SD27J and ACHS staff will be involved in the transition process. Family Community Specialists will contact the assigned district staff member identified as the point of contact to inform them of the children who will be transitioning the following school year as they determine that a child may be eligible for ACHS support through the transition process. SD27J will be notified every March regarding upcoming transitions.
- 4.) ACHS and SD27J will:
 - a. Coordinate and carry out joint transition activities/events for Head Start families.
 - b. Develop and implement a systematic procedure for the transfer of needed documentation with parental consent.
 - c. Establish ongoing communication between ACHS Education Staff and SD27J for developing continuity of developmentally appropriate curricular activities aligned with State Early Learning Standards and the Head Start Child Development and Early Learning Framework.
 - d. Participate in joint training, including transition-related training.
 - e. Establish comprehensive transition policies and procedures supporting the transition process.
 - f. Jointly provide support as needed for parents of limited English proficient children to understand services provided by the school.
 - g. Promote parental involvement through the transition process and within each entity.
 - h. Conduct outreach to parents and kindergarten teachers to discuss the educational, developmental, and other needs of individual children.
 - i. Help parents to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school.
 - j. Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program.
 - k. Develop and implement a system to increase program participation of underserved populations of eligible children.

Transitions for Children and Special Needs:

- 1.) ACHS and SD27J Child Find Coordinator will work closely together throughout the school year to ensure the necessary support is being delivered to meet each child's needs.
- 2.) The Disabilities Coordinator, Family Community Specialist, and Child Find Coordinator will work together to support families through the transition process.
- 3.) The Disabilities Coordinator and the Family Community Specialist will provide the necessary documentation in the child's record in conjunction with any health or special needs information relevant to the child's needs.
- 4.) The Disabilities Coordinator, Family Community Specialist, and the Child Find Coordinator will identify the children transferring the upcoming year and develop a plan based on individual needs with the goal of making the transition process as smooth as possible.
- 5.) The Child Find Coordinator, Disabilities Coordinator, and Family Community Specialist will provide support and, as needed, accompany families to school visitations prior to the transition.

OPERATION GUIDELINES:

- 1.) **Confidentiality**
SD27J and ACHS personnel shall follow the requirements outlined in the Family Educational Right to Privacy Act (FERPA).
- 2.) **Legal Responsibility**
SD27J and ACHS will cooperatively abide by all laws and regulations pertaining to both agencies (i.e. due process guarantees, federal and state mandates, etc.).

This agreement establishes a framework for cooperative interaction and the ongoing working relationship between the parties.

Provision of any additional services will be discussed and agreed upon jointly between ACHS and SD27J, as needed.

(I) **COMMUNICATIONS AND PARENT OUTREACH FOR KINDERGARTEN TRANSITION**

KINDERGARTEN TRANSITION

- A. Transition responsibilities from ACHS to SD27J Kindergarten will be shared by both parties to ensure a smooth transition of children with special needs and their families.
- B. SD27J will schedule transition meetings with parents of children with IEPs and staff at the current or future Kindergarten schools. SD27J will notify the ACHS Disability Coordinator of this meeting in advance to ensure the appropriate ACHS staff are able to attend the meeting.
- C. ACHS and SD27J will collaborate to ensure that ACHS children and families receive information about the SD27J special education program, Kindergarten application process, and expectations for Kindergarten staff and families.

(II) **PROVISION AND USE OF FACILITIES, TRANSPORTATION AND OTHER PROGRAM ELEMENTS**

Transportation between the ACHS program and SD27J program will be the shared responsibility of both ACHS and SD27J, when applicable.

(III) **OTHER ELEMENTS**

OPERATING GUIDELINES:

- A. **Confidentiality**
SD27J and ACHS personnel shall follow the requirements outlined in the Family Educational Right to Privacy Act (FERPA).
- B. **Legal Responsibility**
SD27J and ACHS will cooperatively abide by all laws and regulations pertaining to both agencies (i.e. due process guarantees, federal and state mandates, etc.).

This agreement establishes a framework for cooperative interaction and the ongoing working relationship between the parties.

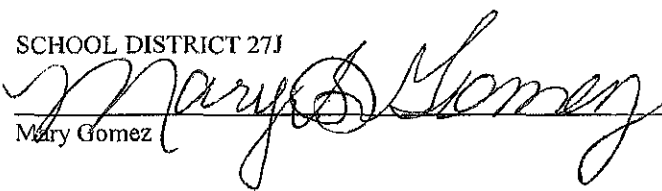
This agreement should be viewed as the formal document, which governs the ongoing working relationship between both programs. This agreement commences August 1, 2018 for a term of one year only.

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

CHAIR OF THE BOARD OF COUNTY COMMISSIONERS

Date

SCHOOL DISTRICT 27J


Mary Gomez

11-30-18

Date

Approved as to Form

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
SUBJECT: Internal Auditor Services Agreement Renewal
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Finance Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment Three to the agreement with Eide Bailly LLP for internal auditor services.

BACKGROUND:

In February of 2015, the Board of County Commissioners approved the award of an agreement for internal auditor services to Eide Bailly LLP. This was approved as a 3 year agreement, with 2 one year renewal options.

The internal audit function helps enhance public accountability for the management of County assets and funds to minimize the possibility of fraud, waste, errors and to ensure reliable financial information is produced for County and public use. In general, these services consist of independent objective assurance designed to add value and improve the County's operations. The internal auditor will help the County accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of the County's risk management, control and governance processes.

Amendment One of the Eide Bailly LLP contract was approved to bring the total contract value to \$300,000.00, which was in line with the initial 3 year agreement term of \$100,000.00 per year.

Amendment Two was to renew the agreement for the first of two renewal options, extending the term for one additional year in the not to exceed amount of \$100,000.00 for a total contract value of \$400,000.00.

Amendment Three is being requested to renew the agreement with Eide Bailly LLP for the final renewal year option in the not to exceed amount of \$100,000.00, bringing the total contract value to \$500,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office
Finance Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 1
Cost Center: 9252

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$700,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$700,000.00</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND EIDE BAILLY LLP FOR INDEPENDENT INTERNAL AUDITOR
SERVICES

WHEREAS, on February 3, 2015, Adams County entered into an agreement with Eide Bailly LLP to provide internal auditor services for Adams County; and,

WHEREAS, the County Managers Office would like to extend the agreement for one additional year; and,

WHEREAS, Eide Bailly LLP agrees to provide internal auditor services in the not to exceed amount of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the agreement between Adams County and Eide Bailly LLP to provide internal auditor services for Adams County be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Three with Eide Bailly LLP after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 5, 2019
SUBJECT: Forensic Pathology Services
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Coroner's Office
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One with Cina and Cina Forensic Consulting Corporation for Forensic Pathology Services for the Coroner's Office.

BACKGROUND:

The Coroner is obligated under state law to ensure autopsies are conducted for certain deaths that occur in Adams County. It is the obligation and authority of the Coroner to secure certified pathologists to perform these autopsies and oversee the completion of autopsy reports. There are a limited number of certified pathologists interested in performing autopsies for Coroner's Offices. The Adams County Coroner's Office performs a large number of autopsies each year and requires a dedicated firm to perform services on a regular basis. The Coroner worked diligently to search for qualified contractors capable of meeting the needs of the Adams County Coroner's Office and was able to secure the services of Cina and Cina Forensic Consulting Corporation.

It is recommended that Amendment One be approved with Cina and Cina Forensic Consulting Corporation for Forensic Pathology Services in the not to exceed amount of \$324,000.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Coroner's Office

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

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

Fund: 0001**Cost Center: 2031**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7680		638,400
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			638,400

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND CINA AND CINA FORENSIC CONSULTING CORPORATION
FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, in 2018, the County entered into an agreement with Cina and Cina Forensic Consulting Corporation for Forensic Pathology Services; and,

WHEREAS, the agreement required additional provisions provided in Amendment One to the agreement between Adams County and Cina and Cina Forensic Consulting Corporation; and,

WHEREAS, Cina and Cina Forensic Consulting Corporation agrees to provide Forensic Pathology Services in the not to exceed amount of \$324,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One between Adams County and Cina and Cina Forensic Consulting Corporation for Forensic Pathology Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One with Cina and Cina Forensic Consulting Corporation after negotiation and approval as to form is completed by the County Attorney's Office.