



Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
Relay Colorado 711
303-795-4630 Audio Agenda Line

Kathleen Conti, District 1
Nancy Sharpe, Chair, District 2
Jeff Baker, Chair Pro Tem, District 3
Nancy Jackson, District 4
Bill Holen, District 5

Public Meeting
October 31, 2017
9:30 A.M.

The Board of County Commissioners holds its weekly Public Hearing at 9:30 a.m. on Tuesdays. Public Hearings are open to the public and items for discussion are included on this agenda. Items listed on the consent agenda are adopted with one vote. Items listed under regular business are considered separately. Agendas are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

AGENDA

1. OPENING

1.a. CALL TO ORDER

Arapahoe County Board of County Commissioners

1.b. INTRODUCTION

Ron Carl, County Attorney

Joleen Sanchez, Asst. Clerk to the Board

1.c. ROLL CALL

1.d. PLEDGE OF ALLEGIANCE

2. MODIFICATION TO THE AGENDA

3. ADOPTION OF THE AGENDA

4. APPROVAL OF THE MINUTES

4.a. BOCC Public Meeting Minutes - October 3, 2017

Documents:

[BOCC PUBLIC MEETING MINUTES 10.03.2017.PDF](#)

4.b. BOCC Public Meeting Minutes - October 10, 2017

Documents:

[BOCC PUBLIC MEETING MINUTES 10.10.2017.PDF](#)

5. CITIZEN COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

6. CONSENT AGENDA

6.a. 10.16.17 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents:

[10.16.17 WARRANT ACH EXPENDITURE REPORT.PDF](#)

6.b. 1st Class Towing Extension

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the extension letter between Arapahoe County and Extreme Auto Repair, Inc. DBA 1st Class Towing to provide vehicle towing and storage services for the ACSO for the period of November 1, 2017 to October 31, 2018, pursuant to the terms contained therein

Olga Fajaros, Budget & Logistics Manager, Sheriff's Office
Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff
David Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BOARD SUMMARY REPORT - 1ST CLASS.DOC](#)
[RESO-1ST CLASS.DOCX](#)
[1ST CLASS TOWING EXTANSION SIGNED BY VENDOR.PDF](#)

6.c. Agreements for the Provision of Arapahoe County Detention Facility Warehouse Inventory

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the extensions of the Purchase Agreements by and between Arapahoe County and: Bob Barker Company Inc. Charm-Tex, Inc. Faison Office Products Intoximeters, Inc. Galls, LLC Interline Brands, Inc. dba Supplyworks Turnkey Corrections Waxie Sanitary Supply Western Paper Distributors, Inc. for the purpose of providing Detention Warehouse Inventory, for the period of October 31, 2017 to October 30, 2018, pursuant to the terms contained therein

Olga Fajaros, Budget & Logistics Manager, Sheriff's Office
Vincent Line, Detentions Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff
David Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[DET CONTRACTS BSR 2017 2018.PDF](#)
[EXTENSION LETTER - KEITH SIGNED.PDF](#)
[EXTENSION LETTER - VENDOR SIGNED.PDF](#)
[EXTENSION LETTER - KEITH SIGNED.PDF](#)
[EXTENSION LETTER - 2017 GALLS DET.PDF](#)
[EXTENSION LETTER - VENDOR SIGNED.PDF](#)
[EXTENSION LETTER - KEITH SIGNED.PDF](#)
[EXTENSION LETTER - VENDOR SIGNED.PDF](#)
[EXTENSION LETTER - KEITH SIGNED.PDF](#)
[EXTENSION LETTER - VENDOR SIGNED.PDF](#)

6.d. Board of Assessment Appeals (1 Resolution)

Adoption of a resolution approving stipulations which resulted from agreements reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, pursuant to the terms contained therein

Karen Thompsen, Paralegal, County Attorney's Office
Ron Carl, County Attorney

Documents:

[10 OCTOBER 31, 2017.DOC](#)
[SAMPLE BAA RESOLUTION.DOC](#)

6.e. Board of Assessment Appeals - Correction (1 Resolution)

Adoption of a resolution for the correction of a previous Resolution No. 170510, which listed only tax year 2017 and should have listed both tax years 2017 and 2018

Karen Thompsen, Paralegal
Ron Carl, County Attorney

Documents:

[10 OCTOBER 31, 2017 CORRECTION.DOC](#)
[SAMPLE BAA CORRECTION RESOLUTION.DOC](#)

6.f. Case No. E15-037 Drainage Easements for Hannibal Circle-Street/Storm Plans

Adoption of a resolution to accept, upon recommendation of the County's Case Engineer and Director of the Public Works and Development Department, the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Dove Valley V Filing 13, dated July 21, 2017 and August 17, 2017, granted by Dove Valley Business Park Associates, Ltd, conveying the real property interest to the County

Sue Liu, PE, Engineer III, Public Works and Development
Chuck Haskins, PE, Division Manager, Public Works and Development
Dave Schmit, Director, Public Works and Development
Keith Ashby, Purchasing Manager, Finance
Robert Hill, Senior Assistant County Attorney

Documents:

6.g. **CHDA Cornell Place HOME and CDBG funding**

Adoption of a resolution to approve the funding of HOME funds (\$400,000) and Community Development Block Grant funds (\$400,000) to Community Housing Development Association for Cornell Senior housing: 12251 E Cornell Ave, Aurora, CO 80014

Liana Escott, Community Development Administrator, Community Resources
Linda Haley, Housing and Community Development Division Manager, Community Resources
Don Klemme, Director, Community Resources
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[6 CHDA CORNELL PLACE C.A.DOCX](#)
[CORNELL PLACE RESO.DOCX](#)

6.h. **Grant Application for CO Department of Human Services, Office of Behavioral Health: Co-Responder Program**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the application, and approving the Arapahoe County Sheriff to accept the subsequent grant award from the State of Colorado Department of Human Services, Office of Behavioral Health to develop a Co-Responder Program

Olga Fajaros, Budget & Logistics Manager, Sheriff's Office
Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff
David Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR FOR CO RESPONDER PROGRAM.DOC](#)
[LEAD PILOT AND CO-RESPONDER APPLICATION.DOCX](#)
[EXHIBIT N - CO-RESPONDER SERVICES PROGRAM OVERVIEW.DOCX](#)
[GRANT EVALUATION FORM FINAL.DOC](#)
[RESO FOR CO RESPONDER PROGRAM.DOCX](#)

6.i. **Proposed Oil and Gas Leases of County Right-of-Way with ConocoPhillips (4 Resolutions)**

Adoption of four (4) resolutions approving four (4) oil and gas leases of minerals rights associated with certain County owned property used for road rights-of-way and consisting of a total of 18.2455 acres, more or less, and authorizing the Chair to sign the four offer letters and associated leases

Robert Hill, Senior Assistant County Attorney
Ron Carl, County Attorney

Documents:

[BOARD SUMMARY REPT COP LEASES.DOC](#)
[COP.OILANDGAS.LEASES.BSR.ATTACHMENT.PDF](#)

6.j. Ratification of Authorization to Apply for a Marijuana Impact Grant

Adoption of a resolution ratifying the Board of County Commissioners' authorization for the Office of the District Attorney, 18th Judicial District to apply, on behalf of Arapahoe County, for the State of Colorado Marijuana Impact Grant to use any funds received for advanced assessments of its juvenile diversion participants and substance abuse, and any additional funds to fund treatment plans for those that cannot pay for the services themselves

George Brauchler, District Attorney, 18th Judicial District

Documents:

[BSR - MARIJUANA IMPACT GRANT - CONSENT AGENDA 10-31-2017.DOC](#)
[DA OFFICE - MARIJUANA IMPACT GRANT - AC GRANT APPROVAL FORM.PDF](#)
[RESO NO. 170___ MARIJUANA IMPACT GRANT.DOCX](#)

6.k. TBRA Funding for A@H and Family Promise

Adoption of a resolution to approve funding of two Tenant Based Rental Assistance (TBRA) programs: Aurora at Home, through the Aurora Housing Authority: \$93,972 and; Family Promise of Greater Denver: \$60,632

Liana Escott, Community Development Administrator, Community Resources
Linda Haley, Housing and Community Development Division Manager, Community Resources

Don Klemme, Director, Community Resources

Janet Kennedy, Director, Finance

Tiffany Bleau, Senior Assistant County Attorney

Documents:

[5 TBRA FUNDING C.A.DOCX](#)
[TBRA RESO.DOCX](#)

7. GENERAL BUSINESS ITEMS

7.a. GENERAL BUSINESS - 2018 - 2027 Centennial IGA for Law Enforcement Services

Consideration of a request from the Sheriff's Office to approve an Intergovernmental Agreement between Arapahoe County and the City of Centennial for the provision of law enforcement and public safety services for the term from January 1, 2018 – December 31, 2027, pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager, Sheriff's Office

Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office

Louie Perea, Undersheriff

David Walcher, Sheriff

Todd Weaver, Budget Manager, Finance

Tiffany Bleau, Senior Assistant County Attorney

Documents:

[BSR CENTENNIAL CONTRACT 10 19 2017.DOCX](#)
[SUGGESTED MOTION CENTENNIAL.DOCX](#)
[RESO -CENTENNIAL CONTRACT.DOCX](#)
[CLEAN IGA ARAPAHOE COUNTY LAW ENFORCEMENT 100617 V2.DOC](#)

8. COMMISSIONER COMMENTS

***Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the “General Business” agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

Arapahoe County is committed to making its public meetings accessible to persons with disabilities.

Assisted listening devices are available. Ask any staff member and we will provide one for you.

If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.

Please contact our office at least 3 days in advance to make arrangements.

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, OCTOBER 3, 2017**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

Nancy Sharpe, Chair	Commissioner District 2	Present
Jeff Baker, Chair Pro-Tem	Commissioner District 3	Present
Kathleen Conti	Commissioner District 1	Present
Nancy Jackson	Commissioner District 4	Present
Bill Holen	Commissioner District 5	Present
Ron Carl	County Attorney	Present
Matt Crane	Clerk to the Board	Absent and Excused
Gail Stumpo	Asst. Clerk to the Board	Present

when the following proceedings, among others, were had and done, to-wit:

CALL TO ORDER

Commissioner Sharpe called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Holen and duly seconded by Commissioner Baker to adopt the Agenda as presented.

The motion passed 5-0.

APPROVAL OF THE MINUTES

The motion was made by Commissioner Jackson, duly seconded by Commissioner Conti to approve the minutes from the September 12, 2017 Public Meeting.

The motion passed 4-0, Commissioner Holen abstained

CEREMONIES

CITIZEN COMMENT PERIOD

CONSENT AGENDA

The motion was made by Commissioner Holen, duly seconded by Commissioner Baker to approve the consent agenda as presented.

The motion passed 5-0.

GENERAL BUSINESS ITEMS

Item 7.a. – Resolution No. 170514 – Copperleaf Filing No. 4 Final Development Plan (P06-009) - Direction on Administrative Process

Senior Assistant County Attorney Robert Hill established jurisdiction for the Board to hear this case.

Jason Reynolds, Current Planning Program Manager, introduced the case and explained the details regarding direction on an administrative process.

Richard Frank, developer, discussed the history of Copperleaf. He said there is a contract with Century Communities to adjust the layout and architecture for the previously approved townhome site in Copperleaf. A PowerPoint was presented.

Carl Lawson, Century Communities, discussed the plan and the products to be used.

A motion was made by Commissioner Baker for Option 2. The motion failed for lack of a second.

The following motion was made by Commissioner Baker, duly seconded by Commissioner Jackson: I have reviewed the staff report, including all exhibits and attachments and have listened to any presentations and hereby move to direct staff to proceed with an administrative amendment to the Copperleaf Filing No. 4 Final Development Plan, applying the Copperleaf Design Standards.

The motion passed 5-0.

Item 7.b. – Resolution No. 170515 – Request for Extension for Copperleaf Filing No. 4 Final Plat (P06-008) and Copperleaf Filing No. 4 Final Development Plan (P06-009)

Senior Assistant County Attorney Robert Hill established jurisdiction for the Board to hear this case.

Jason Reynolds, Current Planning Program Manager, introduced the case and explained the details of a request for the extension of an additional two years.

Commissioner Jackson asked about the number of extensions typically granted.

The following motion was made by Commissioner Baker, duly seconded by Commissioner Holen: In the case of P06-009, Copperleaf Filing No. 4, Final Development Plan and P06-008, Copperleaf Filing No. 4 Final Plat, the Board has read the Board has read the Board Summary Report and hereby move to extend the Final Development Plan and Final Plat cases until March 19, 2019.

The motion passed 5-0.

Item 7.c. – Resolution No. 170516 – PUBLIC HEARING - Sky Ranch Water and Wastewater 1041 Permit (ASI16-005)

Senior Assistant County Attorney Robert Hill established jurisdiction for the Board to hear this case.

Molly Orkild-Larson, Senior Planner, introduced the case and explained the details of the application.

Mark Harding presented a PowerPoint of the facilities and where they would be located.

Commissioner Holen asked about the safety of the water.

The public comment period was opened.

There were no public comments.

The public comment period was closed.

The following motion was made by Commissioner Baker, seconded by Commissioner Jackson: In the case of ASI16-005 - Sky Ranch Water and Wastewater Treatment Plants and Associated Facilities (Water Supply Facility, Reclaimed Water Pond and Pipelines) 1041 Permit, I have reviewed the staff report, including all exhibits and attachments and have listened to the applicant's presentation and any public comment as presented at the hearing and hereby move to approve this application based on the findings in the staff report, subject to the following conditions:

1. Conduct a burrowing owl survey prior to the construction of the water and wastewater treatment plants and associated facilities (Water Supply Facility, Reclaimed Water Pond and Pipelines).
2. If the reclaimed water pond has a man-made liner, a means for escape shall be installed for the protection of animals that fall into the pond.
3. The applicant shall develop an integrated weed management plan to address noxious weeds on the sites to be developed

The motion passed 5-0.

Item 7.d. – Resolution No. 170517 – Request for Rehearing of Case U17–002, Raleigh House of Hope Use by Special Review

County Attorney Ron Carl established jurisdiction for the Board to hear this case.

Robert Hill, Senior Assistant County Attorney, introduced the case and explained the details of the application.

The following motion was made by Commissioner Jackson, seconded by Commissioner Conti: In the matter of a request by the Raleigh House of Hope and the current Land owners Ted and Cheryle Schmidt for a re-hearing in Case No. U17-002, Raleigh House of Hope USR, I hereby move to approve the applicant's request for a re-hearing and to direct Planning staff to re-notice another hearing before this Board in accordance with the Arapahoe County Land Development Code.

The motion passed 3-2, Commissioner Sharpe and Commissioner Baker opposed.

COMMISSIONER COMMENTS

Commissioner Jackson said her heart is heavy for the victims of the tragedy in Las Vegas as well as the folks that are still suffering in Puerto Rico and the other Caribbean Islands from the horrendous hurricanes.

Commissioner Holen said he shares Commissioner Jackson's concerns for the victims of the two terrible tragedies. He added as a County we provide a wonderful effort in helping those individuals, but also our Disaster Relief Program is very cognizant of these areas and practices regularly to meet those type of challenges. He complimented law enforcement and first responders.

Commissioner Sharpe commented on a police detective from Englewood who was injured and a person also from Colorado who died in the Las Vegas tragedy.

There being no other business before the Board, Commissioner Sharpe adjourned the meeting at 11:20 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

**MATT CRANE, CLERK TO THE BOARD
BY GAIL STUMPO, ASSISTANT CLERK TO THE BOARD**

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, OCTOBER 10, 2017**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

Nancy Sharpe, Chair	Commissioner District 2	Absent and Excused
Jeff Baker, Chair Pro-Tem	Commissioner District 3	Present
Kathleen Conti	Commissioner District 1	Present
Nancy Jackson	Commissioner District 4	Present
Bill Holen	Commissioner District 5	Present
Ron Carl	County Attorney	Present
Matt Crane	Clerk to the Board	Absent and Excused
Joleen Sanchez	Asst. Clerk to the Board	Present

when the following proceedings, among others, were had and done, to-wit:

CALL TO ORDER

Commissioner Baker called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Conti and duly seconded by Commissioner Jackson to adopt the Agenda as presented.

The motion passed 4-0, Commissioner Sharpe absent and excused.

APPROVAL OF THE MINUTES

The motion was made by Commissioner Holen, duly seconded by Commissioner Jackson to approve the minutes from the September 19, 2017 Public Meeting.

The motion passed 4-0, Commissioner Sharpe absent and excused, Commissioner Conti abstained.

CEREMONIES

CITIZEN COMMENT PERIOD

CONSENT AGENDA

The motion was made by Commissioner Holen, duly seconded by Commissioner Conti to approve the consent agenda as presented.

The motion passed 4-0, Commissioner Sharpe absent and excused.

GENERAL BUSINESS ITEMS

Item 7.a. – Resolution No. 170528 – Submission of the 2018 Recommended Budget

Deputy County Attorney John Christofferson established jurisdiction for the Board to consider the 2018 recommended budget.

Todd Weaver, Budget Manager, presented the proposed budgets for Arapahoe County, the Arapahoe County Law Enforcement Authority, the Arapahoe County Recreation District, and the Arapahoe County Water and Wastewater Public Improvement District.

Commissioner Jackson thanked staff for their work on the budget.

The motion was made by Commissioner Jackson, duly seconded by Commissioner Holen to acknowledge receipt of the 2018 recommended budgets for Arapahoe County, the Arapahoe County Law Enforcement Authority, and the Arapahoe County Recreation District, and, as the ex officio Board of the Arapahoe County Water and Wastewater Public Improvement District, acknowledge receipt of the proposed 2018 Budget submitted for the Arapahoe County Water and Wastewater Public Improvement District and set the date of October 24, 2017 as the public hearing date for these proposed budgets and further establish December 12, 2017 as the date for the public hearing for the adoption of these 2018 budgets.

The motion passed 4-0, Commissioner Sharpe absent and excused.

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, Commissioner Baker adjourned the meeting at 9:40 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

MATT CRANE, CLERK TO THE BOARD
BY JOLEEN SANCHEZ, ASSISTANT CLERK TO THE BOARD

REPORT FOR 10/11/2017 TO 10/16/2017

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	1,395,396.33
11 Social Services	102,489.13
14 Law Enforcement Authority Dist	482.80
15 Arapahoe / Douglas Works!	15,718.82
16 Road and Bridge	82,054.67
20 Sheriff's Commissary	29,972.47
21 Community Development	202.71
25 Developmental Disability	24,182.80
26 Grants	449,870.89
28 Open Space Sales Tax	48,917.10
29 Homeland Security - North Cent	19,739.27
33 Building Maintenance Fund	6,063.66
34 Fair Fund	1,942.52
41 Capital Expenditure	20,724.60
42 Infrastructure	18,753.02
43 Arapahoe County Recreation Dis	740.24
70 Central Services	13,114.58
71 Self-Insurance Liability	1,175.36
84 E-911 Authority	65,500.00
91 Treasurer	17,157.00
=====	
TOTAL	2,314,197.97

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

A2M4SEEN LLP	Services and Other	450.00
AARON SIEGMUND	MISC.	15.00
ADVANCE AUTO PARTS	Supplies	326.04
ALL TRUCK AND TRAILER PARTS (ATTP)	Supplies	95.91
ALLEN MEADORS	MISC.	15.00
AMERICAN INSTITUTIONAL SUPPLY	MISC.	300.00
APCO INTERNATIONAL INC	Services and Other	995.00
AQUA SERVE	Services and Other	166.00
ARAMARK CHICAGO LOCKBOX	Services and Other	3,140.00
ARAMARK CHICAGO LOCKBOX	Supplies	24,154.13
ARAPAHOE LIBRARY DISTRICT	Services and Other	11,515.16
ARAPAHOE MENTAL HEALTH CENTER INC	Services and Other	20,722.50
ARAPAHOE WATER AND WASTEWATER	Services and Other	71,761.42
ASHLEY MILLER	Services and Other	31.46
ASI MODULEX	Supplies	99.65
AURORA ECONOMIC DEV COUNCIL INC	Services and Other	750.00
AURORA INTERCHURCH TASK FORCE	Services and Other	12,500.00
AUTONATION	Supplies	61.49
AUTOZONE STORES INC	Supplies	227.59
BATTERY SYSTEMS INC	Supplies	87.63
BC SERVICES INC	MISC.	105.00
BELL HOME SOLUTIONS	MISC.	50.52
BERGKAMP INC	Supplies	289.64
BRIDGESTONE RETAIL OPERATIONS LLC	Supplies	412.40
BRIDGET GURULE	Services and Other	233.26
CAITLIN MOCK	Services and Other	33.01
CDW GOVERNMENT	Supplies	132.84



David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

Board Summary Report

Date: October 4, 2017
To: Board of County Commissioners
Through: David C. Walcher, Sheriff
From: Olga Fajaros, Budget & Logistics Manager
Subject: Vehicle Towing and Storage

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the extension letter between Arapahoe County and Extreme Auto Repair, Inc. DBA 1st Class Towing to provide vehicle towing and storage services for the ACSO for the period of November 1, 2017 to October 31, 2018.

Background

Extreme Auto Repair, Inc. DBA 1st Class Towing, was identified as the qualified vendor by Arapahoe County Purchasing in 2016 with solicitation number RFP-16-26.

Links to Align Arapahoe

The RFP process ensures the Sheriff's Office is getting the best possible price for its towing services, demonstrating Fiscal Responsibility.

Discussion

Extreme Auto Repair, Inc. DBA 1st Class Towing, will provide vehicle towing and storage services.

Alternatives

The only alternative is to go for bid to find a new vendor.

Fiscal Impact

Funds for these services are included in the annual Sheriff's Office budget.

Concurrence

The Sheriff's Office Administration and Public Safety Bureau are in concurrence with this decision.

Reviewed By:

Olga Fajaros, Budget & Logistics Manager

Glenn Thompson, Public Safety Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the extension letter between Arapahoe County and Extreme Auto Repair, Inc. DBA 1st Class Towing to provide vehicle towing and storage services for the ACSO for the period of November 1, 2017 to October 31, 2018.

The vote was:

Commissioner Baker,; Commissioner Conti,; Commissioner Holen,; Commissioner Jackson,; Commissioner Sharpe,.

The Chair declared the motion carried and so ordered.

October 3, 2017

Extreme Auto Repair, Inc.
DBA 1st Class Towing
10274 South Dransfeldt Road
Parker, CO 80134

**SUBJ: EXTENSION OF THE AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES
SOLICITATION #RFP-16-26**

Arapahoe County and Extreme Auto Repair, Inc. DBA 1st Class Towing entered into an agreement for Vehicle Towing and Storage Services on: November 1, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services (ACG Contract # SHPA165974).

Extreme Auto Repair, Inc. DBA 1st Class Towing hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from November 1, 2017 through October 31, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:



Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

10/3/17
Date



ARAPAHOE COUNTY
COLORADO'S FIRST

Department of Finance

PURCHASING DIVISION

5334 South Prince Street
Littleton, Colorado 80120-1136
Phone: 303-795-4430
Fax: 303-738-7929
www.arapahoegov.com

JANET J. KENNEDY
Director

October 3, 2017

Extreme Auto Repair, Inc.
DBA 1st Class Towing
10274 South Dransfeldt Road
Parker, CO 80134

SUBJ: VEHICLE TOWING AND STORAGE SERVICES
RFP-16-26

Mr. Brewster,

Extreme Auto Repair, Inc. DBA 1st Class Towing entered into an agreement for Vehicle Towing and Storage Services on November 1, 2016. Please find attached with this letter the Extension of the Agreement. Please make three (3) copies of this document, have all copies signed in blue ink, have all four (4) copies notarized, and return to my attention within ten (10) business days of the date of this letter.

Sincerely,

Angeline D Zborowski
Fiscal Specialist

Cc: Purchasing File
Arapahoe County Sheriff's Office

CONTRACTOR: 1st Class Towing

By: D. R. T.
(signature)

Title: President

Signed this 10 day of October, 2017

State of Colorado

County of: Douglas

Subscribed and sworn to before me this 10th day of October, 2017

By: Dennis Brewster

My commission expires: 6-3-19

Marianne Yeager
Notary Public

MARIANNE YEAGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154021799
MY COMMISSION EXPIRES JUNE 3, 2019

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



Board Summary Report

Date: October 19, 2017

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Extensions of the 2016-2017 Purchase Agreements between Arapahoe County and
Bob Barker Company Inc.
Charm-Tex, Inc.
Faison Office Products
Intoximeters, Inc.
Galls, LLC
Interline Brands, Inc. dba Supply Works
Turnkey Corrections
Waxie Sanitary Supply
Western Paper Distributors

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the extensions of the Purchase Agreements between Arapahoe County and the eleven companies listed above for the provision of Detention Warehouse Inventory awarded under formal bid, IFB-16-51.

Background

An IFB for Detention Warehouse Inventory was solicited in 2016 for 2016 - 2017 with the option to renew the contract for subsequent one-year periods. The optional renewal periods shall not exceed a total of three (3) additional years.

Links to Align Arapahoe

Optimize Use of Resources: The IFB process ensures that the Detention Center is getting the best possible price for the daily supplies it needs.

Discussion

Bob Barker Company Inc., Charm-Tex, Inc., Faison Office Products, Intoximeters, Inc., Neve's Uniforms, Inc., Quill Corporation, Interline Brands, Inc. dba Supply Works, Turnkey Corrections, Waxie Sanitary Supply, Western Paper Distributors, Inc., and Uniform Manufacturing, Inc. were awarded contracts for the provision of Detention Warehouse Inventory under categories, individual items, or a combination of both per a formal bid, IFB-16-51.

For the 2017-2018 contract period, all vendors except Quill Corporation and Uniform Manufacturing, Inc. agreed to extend their 2016-2017 contracts. The three items previously awarded to Quill Corporation will be added to the contracts of the secondary vendors for those items, namely Faison Office Products and Interline Brands, Inc. The contract between Arapahoe County and Neve's Uniforms, Inc. will be assumed by Galls, LLC per formal Bill of Sale and Assignment dated December 16, 2016.

Alternatives

There is no alternative as the eleven companies mentioned above were awarded contracts per a formal bid, IFB-16-51.

Fiscal Impact

The costs of the Purchase Agreements have been included in the Sheriff's Office 2017 & 2018 General Fund Budget.

Concurrence

The Sheriff's Office Administration and Support Services Bureau are in concurrence with the decision to sign the Purchase Agreements with Bob Barker Company Inc., Charm-Tex, Inc., Faison Office Products, Intoximeters, Inc., Galls, LLC, Interline Brands, Inc. dba Supply Works, Turnkey Corrections, Waxie Sanitary Supply, and Western Paper Distributors, Inc.

Attorney Comments

Reviewed By:

Olga Fujaros, Budget & Logistics Manager

Larry Etheridge, Support Services Bureau

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the extensions of the Purchase Agreements by and between Arapahoe County and

Bob Barker Company Inc.

Charm-Tex, Inc.

Faison Office Products

Intoximeters, Inc.

Galls, LLC

Interline Brands, Inc. dba Supplyworks

Turnkey Corrections

Waxie Sanitary Supply

Western Paper Distributors, Inc.

for the purpose of providing Detention Warehouse Inventory, for the period of October 31, 2017 to October 30, 2018, pursuant to the terms contained therein.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

August 31, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Dear Mr. Midas,

Waxie Sanitary Supply and Arapahoe County entered into an agreement for Detention Warehouse Inventory on October 31, 2016. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink and notarized, then please return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office



ARAPAHOE COUNTY
COLORADO'S FIRST

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August 16, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Waxie Sanitary Supply entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166004).

Waxie Sanitary Supply hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date

CONTRACTOR:

By: _____
(signature)

Title: _____

Signed this _____ day of _____, _____

State of : _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

By: _____.

My commission expires: _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



ARAPAHOE COUNTY
COLORADO'S FIRST

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August 16, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
11551 E. 45th Ave., Ste. A
Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Western Paper Distributors, Inc. entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166003).

Western Paper Distributors, Inc. hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date



ARAPAHOE COUNTY
COLORADO'S FIRST

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August 31, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
11551 E. 45th Ave., Ste. A
Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Dear Mr. Hartmann,

Western Paper Distributors, Inc. and Arapahoe County entered into an agreement for Detention Warehouse Inventory on October 31, 2016. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink and notarized, then please return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office

CONTRACTOR:

By: MM
(signature)

Title: CEO

Signed this 31st day of August, 2017

State of: Colorado

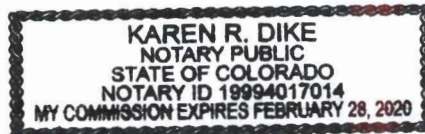
County of: Denver

Subscribed and sworn to before me this 31st day of August, 2017

By: S. Nicholas Morris Jr.

My commission expires: Feb 28, 2020

Karen R. Dike
Notary Public



SEAL

ATTEST: Clerk to the Board

Date: _____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Sarah Huerta

From: Jeff Hartman <jhartman@WesternPaper.com>
Sent: Tuesday, September 19, 2017 2:09 PM
To: Sarah Huerta
Cc: Marjorie Laydon; Michelle Jackway; Jeff Choe
Subject: Re: Are There Additional Manufacturer Increase Letters to Review
Attachments: image003.png

Sarah--

Thanks for the time today. I appreciate the partnership and opportunity to work with you, Keith and of course Arapahoe County.

As discussed your pricing will remain as is through December 31, 2017. We will in erase the aforementioned items to pricing discussed and documented in the attachment you sent me. We will send out a reminder early December.

Thanks again and I look forward to our future business. Please tell Keith 'Go Missouri Go'.

Thank you.

Jeff

Sent from my iPad.

Jeff Hartman | Western Paper Distributors

Sales Consultant
303.478.6064 (direct)
303.371.6111 (fax)
jhartman@WesternPaper.com

303.371.6000 (order-phone)
303.574.0885 (order-fax)
orders@westernpaper.com

We're Here to Help!



On Sep 12, 2017, at 10:38 AM, Sarah Huerta <SHuerta@arapahoegov.com> wrote:

Hello Jeff,

Is SCA the manufacturer of all products your company provides to Arapahoe County Government (IFB-16-51)? The attached SCA letter is specific to certain materials so I just wanted to verify that there are no other manufacturer increase letters to be reviewed.

March 23, 2017

Dear SCA Tissue Customer –

Effective June 1, 2017, SCA Tissue North America will implement a price increase of up to 9% on towel, tissue, napkin, wiper, skincare, dispensers and specialty products, with select items potentially increasing more than 9%.

Orders placed by May 31, 2017 calling for immediate shipment will receive current into-stock prices. Orders received on or after June 1, 2017 will be invoiced at new prices.

All contract adjustments will adhere to the terms and conditions of each specific agreement.

Thank you for your continued support of SCA Tissue North America. We look forward to growing our mutual business in 2017 and beyond.

Regards,

Joseph Russo
Vice President – Sales & Marketing
AfH Professional Hygiene North America

Matthew Urmanski
Vice President – Key Account Management
AfH Professional Hygiene North America



1 of 7

Ship-To:

Cust #: 113363

Customer Name: ARAPAHOE COUNTY

Sales Rep: JEFF HARTMAN

CS Phone: (303) 371-6000 or (800) 835-4812

CS Fax: (303) 574-0885

Contact:

Phone:

E-mail:

Phone, Fax, or E-mail orders to orders@westernpaper.com
Web Order Entry Available! www.WesternPaper.com



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COLORADO'S FIRST

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sheriff@arapahoegov.com

August 31, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Dear Mr. Midas,

Waxie Sanitary Supply and Arapahoe County entered into an agreement for Detention Warehouse Inventory on October 31, 2016. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink and notarized, then please return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office



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August 16, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Waxie Sanitary Supply entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166004).

Waxie Sanitary Supply hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date

CONTRACTOR:

By: _____
(signature)

Title: _____

Signed this _____ day of _____, _____

State of : _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

By: _____.

My commission expires: _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



David C. Walcher
Sheriff

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sheriff@arapahoegov.com

September 11, 2017

Mr. Tim Hickey
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

**SUBJ: EXTENSION OF THE AGREEMENT TO PROVIDE DETENTION WAREHOUSE INVENTORY
FOR THE ARAPAHOE COUNTY SHERIFF'S OFFICE
RFP-16-51**

Dear Mr. Hickey,

Neve's Uniforms, Inc entered into an agreement to provide Detention Warehouse Inventory for the Arapahoe County Sheriff's Office on October 31, 2016. Since Galls, LLC assumed Neve's Uniforms, Inc.'s contracts as of December 16, 2016, Arapahoe County is offering to extend this contract with Galls, LLC. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink, and return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Arapahoe County Sheriff's Office
Budget and Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
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www.arapahoesherriff.org
sheriff@arapahoegov.com

August 31, 2017

Mr. Tim Hickey
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

**SUBJ: EXTENSION OF THE AGREEMENT TO PROVIDE DETENTION WAREHOUSE
INVENTORY FOR THE ARAPAHOE COUNTY SHERIFF'S OFFICE
RFP-16-51**

Arapahoe County and Neve's Uniforms, Inc. entered into an agreement for the provision of Detention Warehouse Inventory for the Arapahoe County Sheriff's Office on October 31, 2016. The parties may mutually agree upon an annual extension of this contract pursuant to the provisions as set forth in the original Agreement for Services (ACG Contract #SHDT166008).

Per Exhibit B, Galls, LLC has assumed the Agreement between Neve's Uniforms, Inc. and Arapahoe County and agrees to provide items previously awarded to Neve's Uniforms, Inc. under RFP-16-51, as shown in Exhibit C. The items and pricing agreed upon are shown as follows:

ITEM	Price	Item No.
50000910 SW Safety Solutions Inc. Case = 10 boxes of 100	\$43.75	N048312
50000911 SW Safety Solutions Inc. Case = 10 boxes of 100	\$43.75	N048313
50000913 SW Safety Solutions Inc. Case = 10 boxes of 100	\$43.75	N048314
50000914 SW Safety Solutions Inc. Case = 10 boxes of 100	\$43.75	N048315
50000918 Kappler Zytron 100 Coverall, S/M, 12/Cs	\$129.95	Z1S414 Zytron 100
50000919 Kappler Zytron 100 Coverall, L/XLarge, 12/Cs	\$129.95	Z1S414 Zytron 100
50000920 Kappler Zytron 100 Coverall, 2XL/3XLarge, 12/Cs	\$142.95	Z1S414 Zytron 100
50000921 Kappler Zytron 100 Coverall, 4XLarge	\$149.95	Z1S414 Zytron 100
50000922 Kappler Zytron 100 Coverall, 5XLarge, 12/Cs	\$159.95	Z1S414 Zytron 100.

Staff has determined that it is to the best interest of the County to extend the agreement from November 1, 2017 through October 31, 2018.

By signing below, both parties agree to the extension of this Agreement for Services.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date

CONTRACTOR:

By: _____
(signature)

Title: _____

Signed this _____ day of _____, _____

State of : _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

By: _____.

My commission expires: _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
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August 16, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
11551 E. 45th Ave., Ste. A
Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Western Paper Distributors, Inc. entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166003).

Western Paper Distributors, Inc. hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

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By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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August 31, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
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Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

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Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office

CONTRACTOR:

By: MM
(signature)

Title: CEO

Signed this 31st day of August, 2017

State of: Colorado

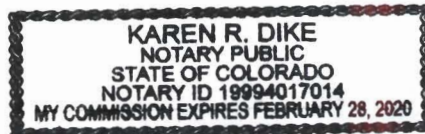
County of: Denver

Subscribed and sworn to before me this 31st day of August, 2017

By: S. Nicholas Morris Jr.

My commission expires: Feb 28, 2020

Karen R. Dike
Notary Public



SEAL

ATTEST: Clerk to the Board

Date: _____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Sarah Huerta

From: Jeff Hartman <jhartman@WesternPaper.com>
Sent: Tuesday, September 19, 2017 2:09 PM
To: Sarah Huerta
Cc: Marjorie Laydon; Michelle Jackway; Jeff Choe
Subject: Re: Are There Additional Manufacturer Increase Letters to Review
Attachments: image003.png

Sarah--

Thanks for the time today. I appreciate the partnership and opportunity to work with you, Keith and of course Arapahoe County.

As discussed your pricing will remain as is through December 31, 2017. We will in erase the aforementioned items to pricing discussed and documented in the attachment you sent me. We will send out a reminder early December.

Thanks again and I look forward to our future business. Please tell Keith 'Go Missouri Go'.

Thank you.

Jeff

Sent from my iPad.

Jeff Hartman | Western Paper Distributors

Sales Consultant
303.478.6064 (direct)
303.371.6111 (fax)
jhartman@WesternPaper.com

303.371.6000 (order-phone)
303.574.0885 (order-fax)
orders@westernpaper.com

We're Here to Help!



On Sep 12, 2017, at 10:38 AM, Sarah Huerta <SHuerta@arapahoe.gov> wrote:

Hello Jeff,

Is SCA the manufacturer of all products your company provides to Arapahoe County Government (IFB-16-51)? The attached SCA letter is specific to certain materials so I just wanted to verify that there are no other manufacturer increase letters to be reviewed.

March 23, 2017

Dear SCA Tissue Customer –

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Orders placed by May 31, 2017 calling for immediate shipment will receive current into-stock prices. Orders received on or after June 1, 2017 will be invoiced at new prices.

All contract adjustments will adhere to the terms and conditions of each specific agreement.

Thank you for your continued support of SCA Tissue North America. We look forward to growing our mutual business in 2017 and beyond.

Regards,

Joseph Russo
Vice President – Sales & Marketing
AfH Professional Hygiene North America

Matthew Urmanski
Vice President – Key Account Management
AfH Professional Hygiene North America



1 of 7

Ship-To:

Contact:

E-mail:

CS Fax: (303) 574-0885

Phone, Fax, or E-mail orders to orders@westernpaper.com
Web Order Entry Available! www.WesternPaper.com



ARAPAHOE COUNTY
COLORADO'S FIRST

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August 31, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

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Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office



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COLORADO'S FIRST

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August 16, 2017

Mike Midas
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Aurora, CO 80011

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Solicitation # IFB-16-51

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Waxie Sanitary Supply hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date

CONTRACTOR:

By: _____
(signature)

Title: _____

Signed this _____ day of _____, _____

State of : _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

By: _____.

My commission expires: _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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August 16, 2017

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Solicitation # IFB-16-51

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Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

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August 31, 2017

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Solicitation # IFB-16-51

Dear Mr. Hartmann,

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Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office

CONTRACTOR:

By: MM
(signature)

Title: CEO

Signed this 31st day of August, 2017

State of: Colorado

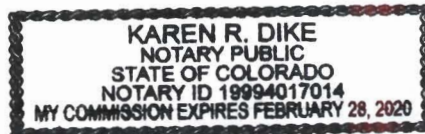
County of: Denver

Subscribed and sworn to before me this 31st day of August, 2017

By: S. Nicholas Morris Jr.

My commission expires: Feb 28, 2020

Karen R. Dike
Notary Public



SEAL

ATTEST: Clerk to the Board

Date: _____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Sarah Huerta

From: Jeff Hartman <jhartman@WesternPaper.com>
Sent: Tuesday, September 19, 2017 2:09 PM
To: Sarah Huerta
Cc: Marjorie Laydon; Michelle Jackway; Jeff Choe
Subject: Re: Are There Additional Manufacturer Increase Letters to Review
Attachments: image003.png

Sarah--

Thanks for the time today. I appreciate the partnership and opportunity to work with you, Keith and of course Arapahoe County.

As discussed your pricing will remain as is through December 31, 2017. We will in erase the aforementioned items to pricing discussed and documented in the attachment you sent me. We will send out a reminder early December.

Thanks again and I look forward to our future business. Please tell Keith 'Go Missouri Go'.

Thank you.

Jeff

Sent from my iPad.

Jeff Hartman | Western Paper Distributors

Sales Consultant
303.478.6064 (direct)
303.371.6111 (fax)
jhartman@WesternPaper.com

303.371.6000 (order-phone)
303.574.0885 (order-fax)
orders@westernpaper.com

We're Here to Help!



On Sep 12, 2017, at 10:38 AM, Sarah Huerta <SHuerta@arapahoe.gov> wrote:

Hello Jeff,

Is SCA the manufacturer of all products your company provides to Arapahoe County Government (IFB-16-51)? The attached SCA letter is specific to certain materials so I just wanted to verify that there are no other manufacturer increase letters to be reviewed.

March 23, 2017

Dear SCA Tissue Customer –

Effective June 1, 2017, SCA Tissue North America will implement a price increase of up to 9% on towel, tissue, napkin, wiper, skincare, dispensers and specialty products, with select items potentially increasing more than 9%.

Orders placed by May 31, 2017 calling for immediate shipment will receive current into-stock prices. Orders received on or after June 1, 2017 will be invoiced at new prices.

All contract adjustments will adhere to the terms and conditions of each specific agreement.

Thank you for your continued support of SCA Tissue North America. We look forward to growing our mutual business in 2017 and beyond.

Regards,

Joseph Russo
Vice President – Sales & Marketing
AfH Professional Hygiene North America

Matthew Urmanski
Vice President – Key Account Management
AfH Professional Hygiene North America



1 of 7

Ship-To:

Cust #: 113363

Customer Name: ARAPAHOE COUNTY

Sales Rep: JEFF HARTMAN

CS Phone: (303) 371-6000 or (800) 835-4812

CS Fax: (303) 574-0885

Contact:

Phone:

E-mail:

Phone, Fax, or E-mail orders to orders@westernpaper.com
Web Order Entry Available! www.WesternPaper.com



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

August 31, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Dear Mr. Midas,

Waxie Sanitary Supply and Arapahoe County entered into an agreement for Detention Warehouse Inventory on October 31, 2016. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink and notarized, then please return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
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www.arapahoesherriff.org
sheriff@arapahoegov.com

August 16, 2017

Mike Midas
Waxie Sanitary Supply
2255 N. Pagosa St., Ste. N
Aurora, CO 80011

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Waxie Sanitary Supply entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166004).

Waxie Sanitary Supply hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date

CONTRACTOR:

By: _____
(signature)

Title: _____

Signed this _____ day of _____, _____

State of : _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, _____

By: _____.

My commission expires: _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Date: _____



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

August 16, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
11551 E. 45th Ave., Ste. A
Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Arapahoe County and Western Paper Distributors, Inc. entered into an agreement on October 31, 2016. The parties may mutually agree upon an annual extension of this agreement pursuant to the provisions as set forth in the original Agreement for Services or Purchase Agreement (ACG Contract #SHDT166003).

Western Paper Distributors, Inc. hereby agrees to maintain pricing without any increases, and all parties mutually agree upon an annual extension of this agreement pursuant to the provisions set forth in the solicitation.

Staff has determined that it is to the best interest of the County to extend this agreement from October 31, 2017 to October 30, 2018.

By signing below, both parties agree to the extension of this Agreement for Services or Purchase Agreement.

Reviewed by:

Keith Ashby, CPPO, Purchasing Manager
Arapahoe County Government

Date



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

August 31, 2017

Jeff Hartman, Account Manager
Western Paper Distributors, Inc.
11551 E. 45th Ave., Ste. A
Denver, CO 80239

SUBJ: EXTENSION OF THE AGREEMENT FOR DETENTION WAREHOUSE INVENTORY
Solicitation # IFB-16-51

Dear Mr. Hartmann,

Western Paper Distributors, Inc. and Arapahoe County entered into an agreement for Detention Warehouse Inventory on October 31, 2016. Please find attached with this letter the Extension of the Agreement. Please have the document signed in blue ink and notarized, then please return it to my attention within ten (10) business days of the date of this letter.

Sincerely,

Shauna Deeble
Budget & Logistics

Cc: Purchasing File
Arapahoe County Sheriff's Office

CONTRACTOR:

By: MM
(signature)

Title: CEO

Signed this 31st day of August, 2017

State of: Colorado

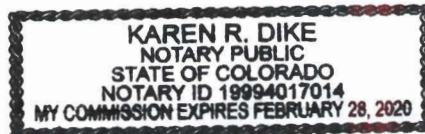
County of: Denver

Subscribed and sworn to before me this 31st day of August, 2017

By: S. Nicholas Morris Jr.

My commission expires: Feb 28, 2020

Karen R. Dike
Notary Public



SEAL

ATTEST: Clerk to the Board

Date: _____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

Sarah Huerta

From: Jeff Hartman <jhartman@WesternPaper.com>
Sent: Tuesday, September 19, 2017 2:09 PM
To: Sarah Huerta
Cc: Marjorie Laydon; Michelle Jackway; Jeff Choe
Subject: Re: Are There Additional Manufacturer Increase Letters to Review
Attachments: image003.png

Sarah--

Thanks for the time today. I appreciate the partnership and opportunity to work with you, Keith and of course Arapahoe County.

As discussed your pricing will remain as is through December 31, 2017. We will in erase the aforementioned items to pricing discussed and documented in the attachment you sent me. We will send out a reminder early December.

Thanks again and I look forward to our future business. Please tell Keith 'Go Missouri Go'.

Thank you.

Jeff

Sent from my iPad.

Jeff Hartman | Western Paper Distributors

Sales Consultant
303.478.6064 (direct)
303.371.6111 (fax)
jhartman@WesternPaper.com

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orders@westernpaper.com

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March 23, 2017

Dear SCA Tissue Customer –

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All contract adjustments will adhere to the terms and conditions of each specific agreement.

Thank you for your continued support of SCA Tissue North America. We look forward to growing our mutual business in 2017 and beyond.

Regards,

Joseph Russo
Vice President – Sales & Marketing
AfH Professional Hygiene North America

Matthew Urmanski
Vice President – Key Account Management
AfH Professional Hygiene North America



1 of 7

Ship-To:

Sales Rep: JEFF HARTMAN

CS Phone: (303) 371-6000 or (800) 835-4812

CS Fax: (303) 574-0885

Phone, Fax, or E-mail orders to orders@westernpaper.com
Web Order Entry Available! www.WesternPaper.com



Board Summary Report

Date: October 18, 2017

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Approval of BAA Stipulation (1 Resolution Number)

Request and Recommendation

The purpose of this request is for the adoption of a resolution approving the Board of Assessment Appeals (BAA) stipulations listed below.

Background

These stipulations are a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling tax protests filed with the BAA.

Discussion

The following BAA docket numbers have been stipulated to for the tax year indicated below.

Tax Year	Docket #	Property Owner	Property Address	Code	Original Value	Stipulated Value
2017/2018	70239	George Latsis	8895 East Mexico Drive	1.	\$674,000	\$625,000
2017/2018	70280	Eric J. Meer	9079 East Panorama Circle, #A-310	2.	\$289,800	\$275,800
2017/2018	70295	Brian Good and Casandra Good	166 South Grandbay Street	3.	\$653,401	\$554,000
2017/2018	70312	Jonathan D. Gordon and Margaret S. Gordon	2550 Garden Lane	4.	\$1,946,000	\$1,883,400
2017/2018	70321	Regency Centers LP	80 West Littleton Boulevard	5.	\$9,996,000	\$9,403,000

2017/ 2018	70341	John Andrew Love & Virginia Morrison Love	1 Tamarac Lane	6.	\$1,573,200	\$1,505,700
2017/ 2018	70425	Association of Operating Room Nurses, Inc.	2170 South Parker Road	7.	\$7,337,000	\$6,900,000
2017/ 2018	70518	Vern D. Kornelsen	4605 South Denice Drive	4.	\$1,520,800	\$1,483,500
2017/ 2018	70709	Duane Duffy	6321 South Clarkson Street	8.	\$941,800	\$858,900
2017/ 2018	70245	South Denver Islamic Center	6312 South Troy Circle	9.	\$354,420	\$295,350

Code

1. Comparable sales indicate that adjustment to this value is correct.
2. Location of the subject in relation to comparable market sales indicates that adjustment to this value is correct.
3. Comparable market sales, with most weight on a sale with an adjusted price of \$554,264, indicate that adjustment to this value is correct.
4. Reduction in subject quality grade in relation to comparable market sales indicates that adjustment to this value is correct.
5. Updated subject square footage information indicates that adjustment to this value is correct.
6. Condition of the subject in relation to comparable market sales indicates that adjustment to this value is correct.
7. Income and sales comparison approaches indicate that adjustment to this value is correct.
8. Comparable market sales and inspection of subject indicate that adjustment to this value is correct.
9. Comparable land sales indicate that an adjustment to \$2.50/sf, which equates to \$295,350, is correct.

Alternatives

Let protests proceed to the BAA for a decision. Said alternative would involve unnecessary time and expense for the County and the taxpayer.

Fiscal Impact

Reduction in the amount of property taxes collected for the above listed property.

Concurrence

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

Reviewed By:

Ronald A. Carl, County Attorney

Karen Thompson, Paralegal

RESOLUTION NO. 170XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Case (Docket Number), for the tax year listed below:

Docket #	Property Owner	Tax Year
-----------------	-----------------------	-----------------

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: October 18, 2017

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Approval of 3 Corrected BAA Stipulations (1 Resolution Number)

Request and Recommendation

The purpose of this request is for the Board to adopt a resolution for the correction of a previous resolution adopting a Board of Assessment Appeals (BAA) stipulation which listed only tax year 2017 and should have included both tax years 2017 and 2018.

Background

The Board approved 3 stipulations as set forth in Resolution No: 170510 adopted on October 3, 2017, for docket numbers 70451, 70491 and 70509. Upon review, the stipulation listed only tax year 2017 and should have included both tax years 2017 and 2018.

Discussion

The following BAA dockets have been stipulated to for the tax years indicated below.

Tax Year	Docket #	Property Owner	Property Address
2017/ 2018	70451	Carl M. Ventsam	4095 South Colorado Boulevard
2017/ 2018	70491	Douglas Moreland and Carol Moreland	1655 East Layton Drive
2017/ 2018	70509	Scott P. Burger and Julia H. Burger	90 Fairway Lane

Concurrence

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 17XXXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to amend Resolution No. 170510 adopted on October 3, 2017, in relation to 3 approved Board of Assessment Appeals Stipulations to correct the tax year. The original stipulation incorrectly stated the reduction was for tax year 2017 and should have included both tax years 2017 and 2017.

There are no changes to any other provision.

Docket #	Property Owner	Tax Years
70451	Carl M. Ventsam	2017/2018
70491	Douglas Moreland and Carol Moreland	2017/2018
70509	Scott P. Burger and Julia H. Burger	2017/2018

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioner, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

The vote was:

Commissioner Bockenfeld, ____; Commissioner Doty, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: October 16, 2017

To: Arapahoe County Board of County Commissioners

Through: David M. Schmit, PE, Director
Public Works and Development

Through: Chuck Haskins, PE, Division Manager
Public Works and Development – Engineering Services Division

From: Sue Liu, PE, Engineer III
Engineering Services Division

Case name: Hannibal Circle-Construction Drawings Street/Storm Plans
Construction Plan
Case No. E15-037

Subject: Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Lot 1, Block 2, Dove Valley V Filing 13; Lot 8, Block 2, Dove Valley V Filing 13; Lot 4, Block 1, Dove Valley V Filing 13; Lot 6, Block 1, Dove Valley V Filing 13; Lot 5, and Block 1, Dove Valley V Filing 13

Purpose and Recommendation:

The purpose of this report is to request the Board accept the conveyance of five (5) drainage easements for recordation by separate document and to allow David M. Schmit, Director, Department of Public Works and Development to execute the specific easements on behalf of the Board.

Staff has reviewed the drainage easements and has determined that they meet the County's requirements. Staff recommends that the drainage easement, granted by Dove Valley Business Park Associates, Ltd, be accepted by the Board.

Background:

The drainage easements are located within Dove Valley V Filing 13, and is related to the roadway improvements for Hannibal Circle (hereinafter referred to as "Plan"). The lots are located along Hannibal Circle between South Fairplay Street and East Mineral Avenue.

There is one major drainage ways in the area, Happy Canyon Creek. This development seeks to discharge approved quantities and flows of clean stormwater into the Happy Canyon Creek. Dove Valley Business Park Associates, Ltd requests that the attached drainage easements be conveyed to the County prior to the Plan being approved by the Engineering Services Division.



Board Summary Report

Links to Align Arapahoe

To enhance the quality of life for citizens of Arapahoe County to address their basic needs.

Alternatives

N/A

Fiscal Impact

There is no fiscal impact related to this request.

Concurrence

The Uniform Easement Deed and Revocable Storm Drainage License Agreement was reviewed by the County Attorney's Office and the attached legal descriptions were reviewed by Mapping.

Actions Requested:

1. Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Dove Valley V Filing 13.
2. Authorize David M. Schmit, Director, Department of Public Works and Development to execute the specific easements on behalf of the Board.

Sue Liu, PE, Engineer III
Engineering Services Division

10-17-17

Chuck Haskins, PE, Division Manager
Engineering Services Division

Robert Hill, Senior Assistant County Attorney
Attorney's Office

David M. Schmit, Director
Public Works and Development

Attachments: Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements



ACCEPTANCE OF DRAINAGE EASEMENT

RESOLUTION NO. ____ It was moved by Commissioner ____ and duly seconded by Commissioner _____ to accept, upon recommendation of the County's Case Engineer and Director of the Public Works and Development Department, the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within Dove Valley V Filing 13, dated July 21, 2017 and August 17, 2017, granted by Dove Valley Business Park Associates, Ltd., conveying the following real property interest to the County:

LEGAL DESCRIPTION:

Exhibit A

DRAINAGE EASEMENT 1

A portion of Lot 4, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southeast One-Quarter of Section 31, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 whence

the South One-Quarter Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 89°39'59" West 2589.80 feet and is the BASIS OF BEARINGS for this description;

THENCE North 12°33'44" West 1209.79 feet to the East line of a 53' wide drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 13°32'17" West 77.52 feet;

THENCE North 10°18'58" East 24.48 feet;

THENCE North 79°41'02" West 17.50 feet;

THENCE North 10°18'58" East 119.34 feet to the South right-of-way of South Hannibal Circle as shown on said Dove Valley

V Filing No. 13;

THENCE along said right-of-way and along a curve concave to the northeast having a central angle of 02°03'58", a radius

of 478.00 feet, a chord bearing of South 82°12'55" East, a chord distance of 17.24 feet and an arc length of 17.24 feet;

THENCE South 01°57'56" West 217.79 feet more or less to the POINT OF BEGINNING whence the said South One-Quarter

Corner of Section 31 bears South 62°47'47" West 2615.99 feet.

Containing 4330 square feet (0.10 acres) more or less.



ACCEPTANCE OF DRAINAGE EASEMENT

Exhibit A

DRAINAGE EASEMENT 2

A portion of Lots 4, 5 & 6, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 03°25'42" East 4326.53 feet to the Northwest line of a 71' drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 61°38'44" East 23.44 feet;

THENCE North 37°48'28" East 304.67 feet;

THENCE North 25°00'29" East 245.10 feet;

THENCE North 31°57'03" East 388.39 feet;

THENCE North 40°37'14" East 168.80 feet;

THENCE North 14°43'47" East 25.33 feet;

THENCE South 62°47'40" East 79.95 feet;

THENCE South 34°38'00" West 145.25 feet;

THENCE South 56°19'55" West 57.62 feet;

THENCE South 27°22'59" West 410.09 feet;

THENCE South 02°36'17" West 70.35 feet;

THENCE South 28°19'14" West 141.51 feet;

THENCE South 50°44'02" West 90.84 feet;

THENCE South 30°49'21" West 161.74 feet;

THENCE South 85°29'01" West 161.83 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner

of Section 32 bears South 19°52'22" West 1040.71 feet.

Containing 102,616 square feet (2.36 acres) more or less.



ACCEPTANCE OF DRAINAGE EASEMENT

Exhibit A

DRAINAGE EASEMENT 3

A portion of Lot 1, Block 2, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southeast One-Quarter of Section 31, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 whence

the South One-Quarter Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 89°39'59" West 2589.80 feet and is the BASIS OF BEARINGS for this description;

THENCE North 10°44'39" West 1484.33 feet to the North right-of-way line of South Hannibal Circle as shown on said Dove

Valley V Filing No. 13 and the POINT OF BEGINNING;

THENCE North 32°09'21" East 69.02 feet;

THENCE South 57°50'39" East 25.00 feet;

THENCE South 32°09'21" West 58.17 feet;

THENCE along a curve concave to the northeast having a central angle of 03°42'03", a radius of 422.00 feet, a chord bearing

of North 81°18'07" West, a chord length of 27.25 and an arc length of 27.26 feet more or less to the POINT OF BEGINNING

whence the said South One-Quarter Corner of Section 31 bears South 57°30'12" West 2742.45 feet.

Containing 1594 square feet (0.04 acres) more or less.



ACCEPTANCE OF DRAINAGE EASEMENT

Exhibit A

DRAINAGE EASEMENT 4

A portion of Lot 1, Block 2, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 07°12'24" East 2905.53 feet to the Southwest right-of-way line of South Hannibal Circle as shown on said

Dove Valley V Filing No. 13 and the POINT OF BEGINNING;

THENCE South 28°14'40" East 25.00 feet;

THENCE South 61°44'20" West 44.55 feet;

THENCE North 28°14'40" West 25.00 feet;

THENCE North 61°45'20" East 44.55 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner of

Section 32 bears South 10°46'27" West 2458.28 feet.

Containing 1114 square feet (0.03 acres) more or less.



ACCEPTANCE OF DRAINAGE EASEMENT

Exhibit A

DRAINAGE EASEMENT 5

A portion of Lot 7, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 15°23'03" East 3474.55 feet to the Northeast line of a 25' wide drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 40°51'04" East 14.26 feet;

THENCE South 49°08'56" East 25.00 feet;

THENCE South 40°51'04" West 8.19 feet;

THENCE North 62°47'40" West 25.73 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner of

Section 32 bears South 27°34'12" West 2196.28 feet.

Containing 281 square feet (0.01 acres) more or less

The Easement shall be used in connection with Arapahoe County Case No. E15-037 Hannibal Circle-Construction Drawings Street/Storm Plans Project, and are accepted for the easement purposes expressed in the instrument.

Unless expressly stated in the instrument, Arapahoe County does not accept any interest in the property, including any responsibility for maintenance, repair, decontamination, cleanup, or hazardous material response on any portion of the real estate other than the improvements installed by or for Arapahoe County.

Authorization is hereby given to the Director of the Department of Public Works and Development to execute the subject easements on behalf of the Board of County Commissioners.

VOTE

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion carried and so ordered.

**UNIFORM EASEMENT DEED AND REVOCABLE
STORM DRAINAGE LICENSE AGREEMENT**

This Easement Deed and Revocable Storm Drainage License Agreement is made this _____, 2017, between Dove Valley Business Park Associates, Ltd., whose legal address is 1360 S Clarkson St, Denver, Co 80210 for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166, (the "County").

Owner is the owner in fee simple of the property described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property"), and of the property upon which the Easement Property is located, described in Exhibit B attached hereto and incorporated herein by this reference (the "Development"). Owner desires a license to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. County has agreed to license Owner's use upon the terms of this Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to County. For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to County, its successors and assigns, a permanent easement to enter, re-enter, occupy and use the Easement Property, and warrants the title to the same, for the purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above ground, surface and underground:

Storm drain systems

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: mains, manholes, conduits, valves, pavement, vaults, ventilators, retaining walls, drop structures, inlets, outfalls, erosion control structures, culverts, pipes, electric or other control systems, cable, wires and connections, including telephone wiring; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the instrument recorded at **Reception No. A7066570**, incorporated herein by this reference.

County hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved quantities and flows of clean stormwater into County's storm drainage collector facility, Happy Canyon Creek, Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the instrument recorded at Reception No. A7066570, incorporated herein by this reference.

This instrument relates to that certain Location and Extent Plan, Case No. E15-037 (the "Plan") and known as Hannibal Circle-Construction Drawings Street/Storm Plans.

The Special Conditions, if any, attached to this instrument are a part of this instrument and if in conflict with any other term shall supersede and control over any other term.

Except to the extent described in any Special Conditions, the parties intend that the terms of this License Agreement be interpreted in accordance with the requirements of the Intergovernmental Improvement agreement ("IGA") and the Plan, if any. In the event of irreconcilable conflict between or among the terms of this License Agreement or the terms of the IGA or the Plan, the terms of this License Agreement shall control.

Termination, revocation or nonrenewal of the License Agreement shall not affect County's rights granted under this Easement. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner and County.

This License Agreement may be assigned, in whole or in part, by the County. Upon such assignment the County shall be released from all obligations and liabilities that run with this License Agreement.

Owner: Dove Valley Business Park Associates, Ltd.

By: Angelo Mariani
Name

General Partner
Title

STATE OF COLORADO,)
)ss.
CITY AND COUNTY OF DENVER)

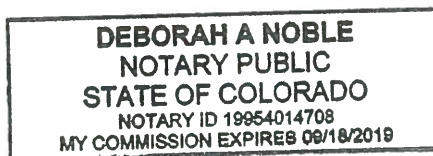
The foregoing instrument was acknowledged before me this 13th day of October, 2017,
by Angelo Mariani, as General Partner, Dove Valley Park Associates, LTD., a Colorado limited partnership.

My commission expires: Sept 18, 2019. Witness my hand and official seal.

Deborah A Noble
Signature

DEBORAH A NOBLE
Name of notary

13603 Clarkson St Denver CO 80210
Address of notary



ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners of Arapahoe County

David M. Schmit, P.E., Director, Public Works and Development
Authorization pursuant to Resolution No. _____

EXHIBIT A

Easement 1

DRAINAGE EASEMENT

A portion of Lot 4, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southeast One-Quarter of Section 31, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 whence

the South One-Quarter Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 89°39'59" West 2589.80 feet and is the BASIS OF BEARINGS for this description;

THENCE North 12°33'44" West 1209.79 feet to the East line of a 53' wide drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 13°32'17" West 77.52 feet;

THENCE North 10°18'58" East 24.48 feet;

THENCE North 79°41'02" West 17.50 feet;

THENCE North 10°18'58" East 119.34 feet to the South right-of-way of South Hannibal Circle as shown on said Dove Valley

V Filing No. 13;

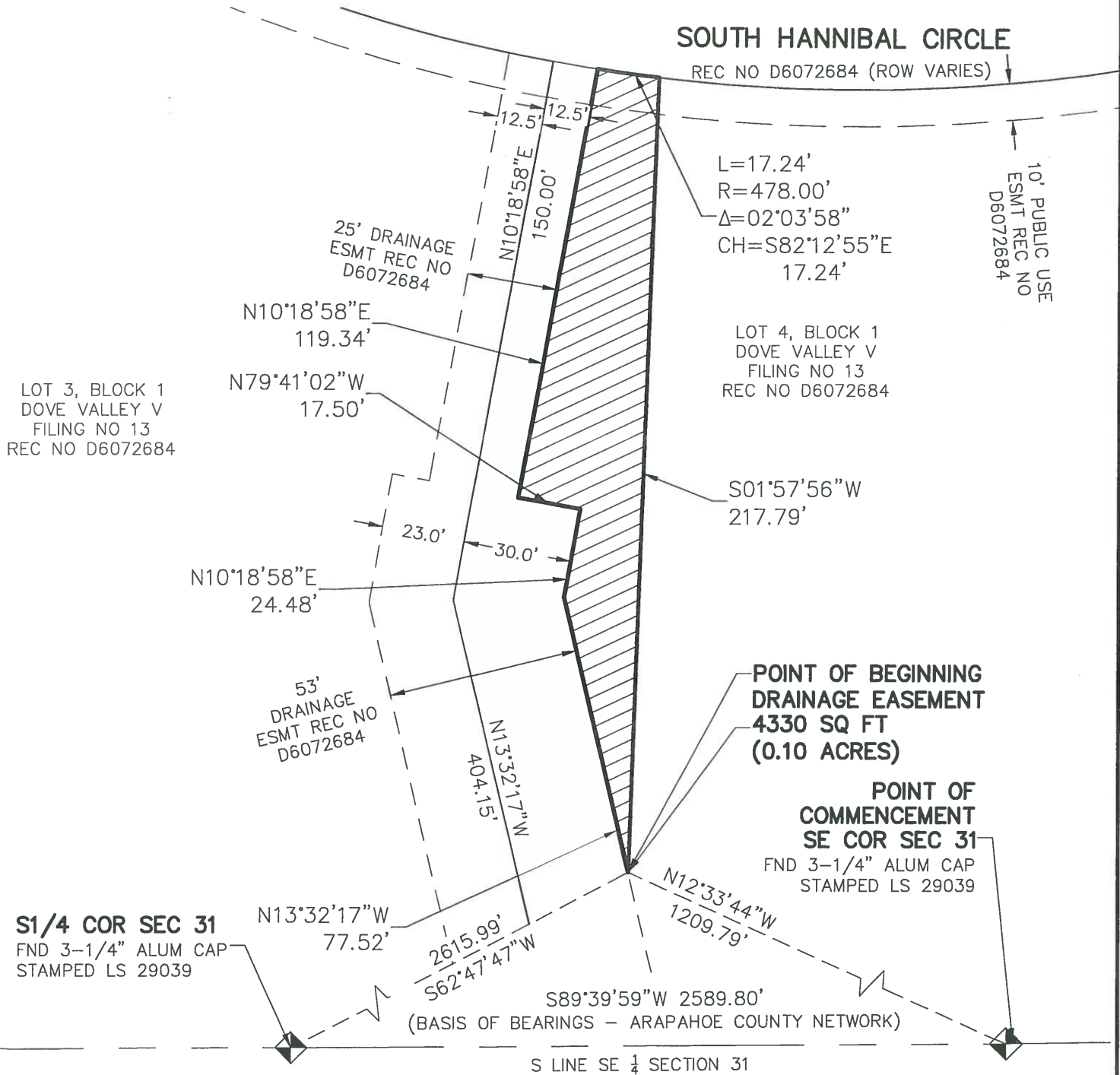
THENCE along said right-of-way and along a curve concave to the northeast having a central angle of 02°03'58", a radius

of 478.00 feet, a chord bearing of South 82°12'55" East, a chord distance of 17.24 feet and an arc length of 17.24 feet;

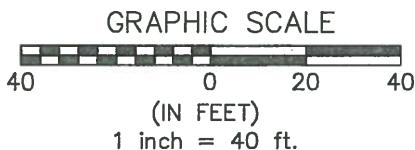
THENCE South 01°57'56" West 217.79 feet more or less to the POINT OF BEGINNING whence the said South One-Quarter

Corner of Section 31 bears South 62°47'47" West 2615.99 feet.

Containing 4330 square feet (0.10 acres) more or less.



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



TAMARACK
CONSULTING LLC
A WARRIOR CONSULTING COMPANY
8840 W. Colfax Ave.
Lakewood, CO 80215
303.233.3265

GIS Services | Engineering | Land Surveying | Spatial Data Collection
Special Districts | Construction Management

SCALE: 1" = 40'	JOB NO. TCO110301
DATE: 07/21/2017	REVISED: 08/18/17
DRAWN BY: CRS	SHEET: 2 OF 2

Easement 2

DRAINAGE EASEMENT

A portion of Lots 4, 5 & 6, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 03°25'42" East 4326.53 feet to the Northwest line of a 71' drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 61°38'44" East 23.44 feet;

THENCE North 37°48'28" East 304.67 feet;

THENCE North 25°00'29" East 245.10 feet;

THENCE North 31°57'03" East 388.39 feet;

THENCE North 40°37'14" East 168.80 feet;

THENCE North 14°43'47" East 25.33 feet;

THENCE South 62°47'40" East 79.95 feet;

THENCE South 34°38'00" West 145.25 feet;

THENCE South 56°19'55" West 57.62 feet;

THENCE South 27°22'59" West 410.09 feet;

THENCE South 02°36'17" West 70.35 feet;

THENCE South 28°19'14" West 141.51 feet;

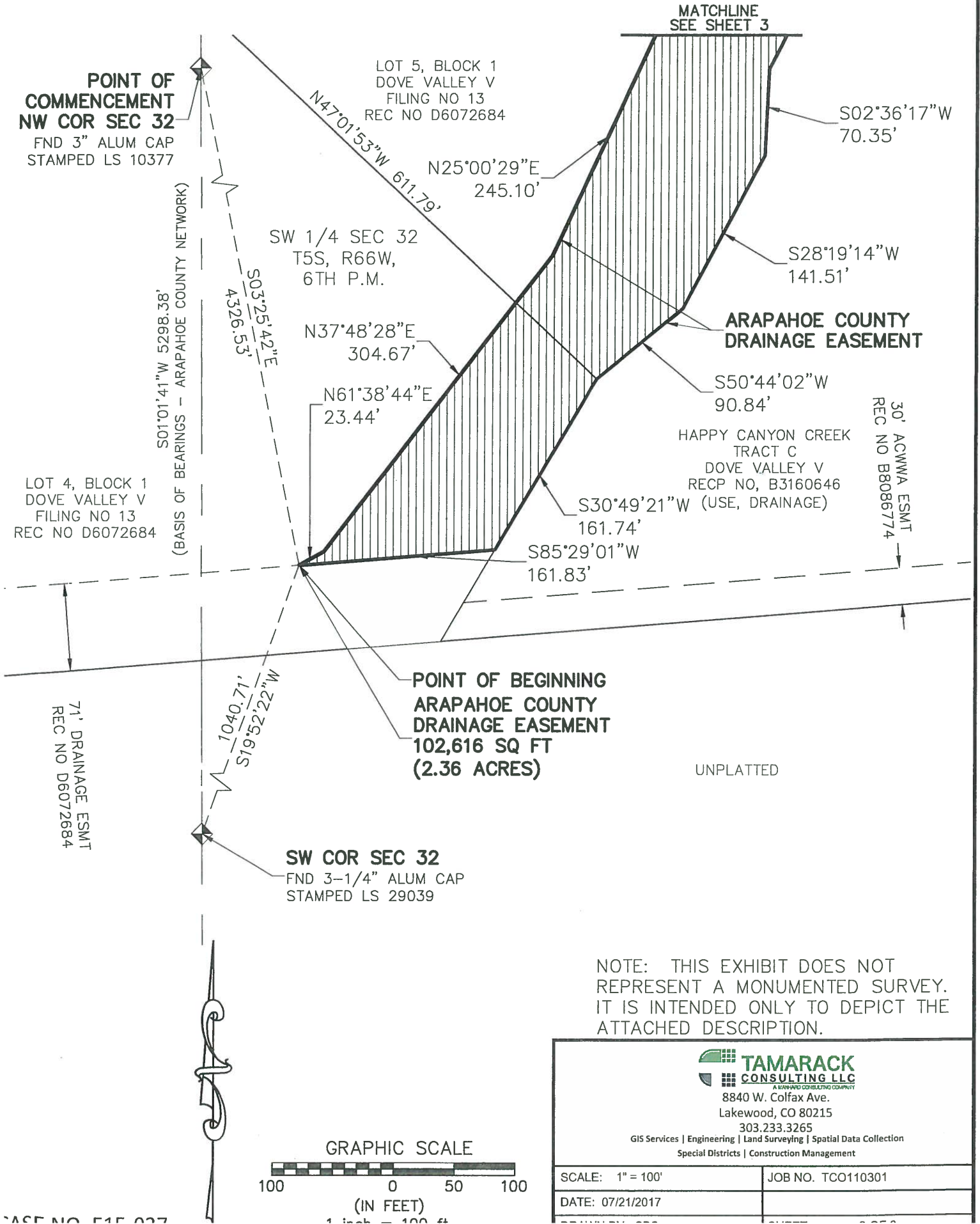
THENCE South 50°44'02" West 90.84 feet;

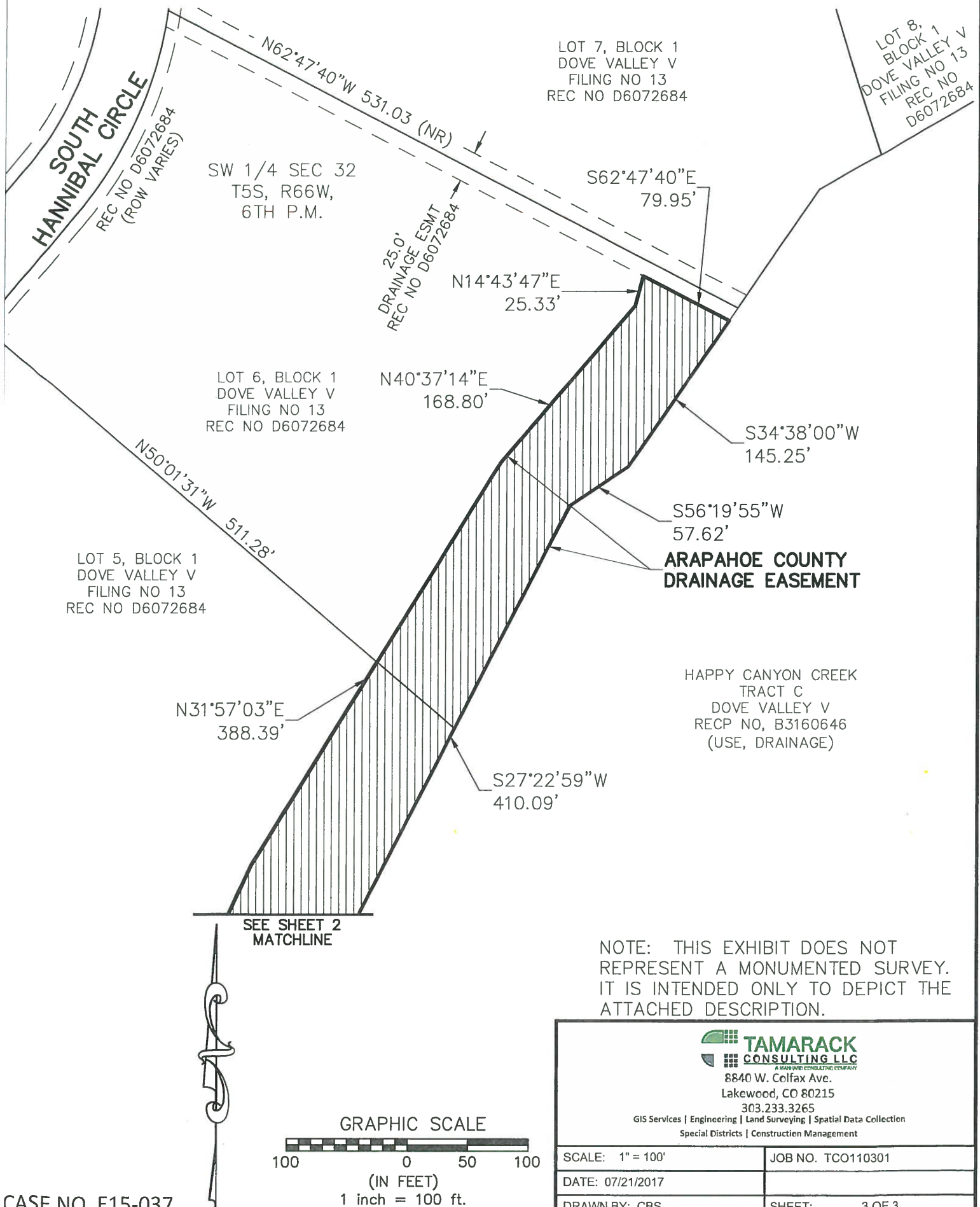
THENCE South 30°49'21" West 161.74 feet;

THENCE South 85°29'01" West 161.83 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner

of Section 32 bears South 19°52'22" West 1040.71 feet.

Containing 102,616 square feet (2.36 acres) more or less.





Easement 3

DRAINAGE EASEMENT

A portion of Lot 1, Block 2, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southeast One-Quarter of Section 31, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 whence

the South One-Quarter Corner of said Section 31 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 89°39'59" West 2589.80 feet and is the BASIS OF BEARINGS for this description;

THENCE North 10°44'39" West 1484.33 feet to the North right-of-way line of South Hannibal Circle as shown on said Dove

Valley V Filing No. 13 and the POINT OF BEGINNING;

THENCE North 32°09'21" East 69.02 feet;

THENCE South 57°50'39" East 25.00 feet;

THENCE South 32°09'21" West 58.17 feet;

THENCE along a curve concave to the northeast having a central angle of 03°42'03", a radius of 422.00 feet, a chord bearing

of North 81°18'07" West, a chord length of 27.25 and an arc length of 27.26 feet more or less to the POINT OF BEGINNING

whence the said South One-Quarter Corner of Section 31 bears South 57°30'12" West 2742.45 feet.

Containing 1594 square feet (0.04 acres) more or less.

LINE TABLE

L1 - N32°09'21"E
69.02'

L2 - S57°50'39"E
25.00'

L3 - S32°09'21"W
58.17'

CURVE TABLE

C1 - L=27.26'
R=422.00'
 $\Delta=03^{\circ}42'03''$
CH=N81°18'07"W
CH L=27.25'

SE 1/4 SEC 31
T5S, R66W,
6TH P.M.

LOT 1, BLOCK 2
DOVE VALLEY V
FILING NO 13
REC NO D6072684

10' PUBLIC
USE ESMT
REC NO
D6072684

POINT OF BEGINNING

ARAPAHOE COUNTY
DRAINAGE EASEMENT
1594 SQ FT
(0.04 ACRES)

SOUTH HANNIBAL
CIRCLE

REC NO D6072684 (ROW VARIES)

10' PUBLIC
USE ESMT
REC NO
D6072684

LOT 3, BLOCK 1
DOVE VALLEY V
FILING NO 13
REC NO D6072684

S1/4 COR SEC 31
FND 3-1/4" ALUM CAP
STAMPED LS 29039

LOT 4, BLOCK 1
DOVE VALLEY V
FILING NO 13
REC NO D6072684

POINT OF
COMMENCEMENT
SE COR SEC 31

FND 3-1/4" ALUM CAP
STAMPED LS 29039

S89°39'59"W 2589.80'
(BASIS OF BEARINGS - ARAPAHOE COUNTY NETWORK)
S LINE SE 1/4 SECTION 31

NOTE: THIS EXHIBIT DOES NOT
REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE
ATTACHED DESCRIPTION.



8840 W. Colfax Ave.
Lakewood, CO 80215
303.233.3265

GIS Services | Engineering | Land Surveying | Spatial Data Collection
Special Districts | Construction Management

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

SCALE: 1" = 30'

JOB NO. TCO110301

DATE: 07/21/2017

REVISED: 08/18/17

DRAWN BY: CBS

SHEET: 2 OF 2

Easement 4

DRAINAGE EASEMENT

A portion of Lot 1, Block 2, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 07°12'24" East 2905.53 feet to the Southwest right-of-way line of South Hannibal Circle as shown on said

Dove Valley V Filing No. 13 and the POINT OF BEGINNING;

THENCE South 28°14'40" East 25.00 feet;

THENCE South 61°44'20" West 44.55 feet;

THENCE North 28°14'40" West 25.00 feet;

THENCE North 61°45'20" East 44.55 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner of

Section 32 bears South 10°46'27" West 2458.28 feet.

Containing 1114 square feet (0.03 acres) more or less.

**POINT OF
COMMENCEMENT
NW COR SEC 32**

FND 3" ALUM CAP
STAMPED LS 10377

S07°12'24"E
2905.53'

LOT 1, BLOCK 2
DOVE VALLEY V
FILING NO 13
REC NO D6072684

SW 1/4 SEC 32
T5S, R66W,
6TH P.M.

L4

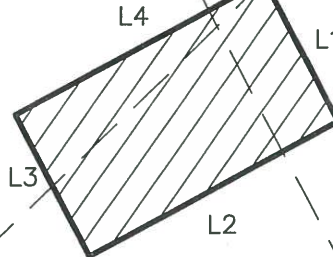
**POINT OF
BEGINNING**

**ARAPAHOE COUNTY
DRAINAGE EASEMENT
1,114 SQ FT**

10' PUBLIC
USE ESMT
REC NO
D6072684

LOT 8, BLOCK 1
DOVE VALLEY V
FILING NO 13
REC NO D6072684

REC NO D6072684
**SOUTH HANNIBAL
CIRCLE (ROW VARIES)**



LINE TABLE

L1	- S28°14'40"E	25.00'
L2	- S61°45'20"W	44.55'
L3	- N28°14'40"W	25.00'
L4	- N61°45'20"E	44.55'

10' PUBLIC
USE ESMT
REC NO
D6072684

S10°46'27"W
2458.28'

SW COR SEC 32

FND 3-1/4" ALUM CAP
STAMPED LS 29039

NOTE: THIS EXHIBIT DOES NOT
REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE
ATTACHED DESCRIPTION.

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

**TAMARACK
CONSULTING LLC**
A WANWU CONSULTING COMPANY

8840 W. Colfax Ave.
Lakewood, CO 80215
303.233.3265

GIS Services | Engineering | Land Surveying | Spatial Data Collection
Special Districts | Construction Management

SCALE: 1" = 30'

JOB NO. TCO110301

DATE: 07/21/2017

DRAWN BY: CBS

SHEET: 2 OF 2

Easement 5

DRAINAGE EASEMENT

A portion of Lot 7, Block 1, Dove Valley V Filing No. 13, recorded in the Arapahoe County Clerk and Recorder's office at Reception Number D6072684, situated in the Southwest One-Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, Unincorporated Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 32 being a found 3" aluminum cap stamped LS 10377 whence the

Southwest Corner of said Section 32 being a found 3 1/4" aluminum cap stamped LS 29039 bears

South 01°01'41" West 5298.38 feet and is the BASIS OF BEARINGS for this description;

THENCE South 15°23'03" East 3474.55 feet to the Northeast line of a 25' wide drainage easement recorded in said Reception

Number D6072684 and the POINT OF BEGINNING;

THENCE North 40°51'04" East 14.26 feet;

THENCE South 49°08'56" East 25.00 feet;

THENCE South 40°51'04" West 8.19 feet;

THENCE North 62°47'40" West 25.73 feet more or less to the POINT OF BEGINNING whence the said Southwest Corner of

Section 32 bears South 27°34'12" West 2196.28 feet.

Containing 281 square feet (0.01 acres) more or less.

**POINT OF COMMENCEMENT
NW COR SEC 32**

FND 3" ALUM CAP
STAMPED LS 10377

SW 1/4 SEC 32
T5S, R66W,
6TH P.M.

POINT OF BEGINNING

**ARAPAHOE COUNTY
DRAINAGE EASEMENT
281 SQ FT**

LOT 7, BLOCK 1
DOVE VALLEY V
FILING NO 13
REC NO D6072684

N62°47'40"W
531.03'
3474.55'
S15°23'03"E
12.5'
12.5'

25'
DRAINAGE ESMT
REC NO
D6072684

LOT 6, BLOCK 1
DOVE VALLEY V
FILING NO 13
REC NO D6072684

2196.28'
S27°34'12"W

N62°47'40"W
25.73'

N40°51'04"E
14.26'

S49°08'56"E
25.00'

S40°51'04"W
8.19'

HAPPY CANYON CREEK
TRACT C
DOVE VALLEY V
RECP NO, B3160646
(USE, DRAINAGE)

SW COR SEC 32

FND 3-1/4" ALUM CAP
STAMPED LS 29039



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

NOTE: THIS EXHIBIT DOES NOT
REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE
ATTACHED DESCRIPTION.



8840 W. Colfax Ave.
Lakewood, CO 80215
303.233.3265

GIS Services | Engineering | Land Surveying | Spatial Data Collection
Special Districts | Construction Management

SCALE: 1" = 30'

JOB NO. TCO110301

DATE: 07/21/2017

REVISED: 08/18/17

DRAWN BY: CRS

SHEET: 2 OF 2

EXHIBIT B

Easement Property is located over a portion of the following property:

Easement 1: A portion of Lot 4, Block 1, Dove Valley V Filing No. 13

Easement 2: A portion of Lots 4, 5 & 6, Block 1, Dove Valley V Filing No. 13

Easement 3: A portion of Lot 1, Block 2, Dove Valley V Filing No. 13

Easement 4: A portion of Lot 1, Block 2, Dove Valley V Filing No. 13

Easement 5: A portion of Lot 7, Block 1, Dove Valley V Filing No. 13



Consent Agenda

Date: October 17, 2017

To: Board of County Commissioners

Through: Don Klemme, Director, Community Resources

From: Liana Escott, Community Development Administrator, Housing and Community Development Services

Subject: HOME and CDBG Request for Community Housing Development Association

Request and Recommendation:

Housing and Community Development Services (HCDS) sought approval on October 16, 2017 to commit HOME Investment Partnership (HOME) funds in the amount of \$400,000 and \$400,000 in Community Development Block Grant (CDBG) funds to the Community Housing Development Association (CHDA) for the construction of Cornell Senior Housing.

The Board of County Commissioners (BoCC) supported this request and directed HCDS staff to set the item for consent agenda.

Background

Cornell Senior Housing is located at 12251 E Cornell Avenue, Aurora, CO 80014.

Units: 50 total; 35 one-bedroom units and 15 two-bedroom units.

Twenty percent of the units will be set aside for residents with mental illness, substance use disorder, and/or developmental disabilities.

CHDA was awarded a 9% Low Income Tax Credit in September of 2017 for this project.

The \$400,000 HOME investment would be used for construction costs and would secure 4 County Units.

The \$400,000 CDBG funds would be used for Professional Service, including Architectural and Engineering costs for the project.

All 4 County Units can be occupied by non-Aurora residents.

The total County investment of \$800,000 is 6% of the total project cost of \$13,727,888.

Links to Align Arapahoe

1. Enhance Quality of Life. Citizens' lives may be enhanced by utilizing federal HOME and CDBG funds for housing activities that will benefit lower income seniors.
2. Service First. Using HOME funds to help residents of Arapahoe County obtain stable housing will reduce the number of homeless persons and persons with inadequate housing.

Alternatives

The BOCC may choose not to fund the project or to partially fund the project.

Fiscal Impact

HOME and CDBG funds are allocated by the U.S. Department of Housing and Urban Development. No County funds are affected.

Attorney Comments

Reviewed By:

Liana Escott, Community Development Administrator
Linda Haley, Housing and Community Development Division Manager
Don Klemme, Community Resources Department Director
Janet Kennedy, Finance Department Director
Tiffanie Bleau, Assistant County Attorney

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the funding of HOME funds (\$400,000) and Community Development Block Grant funds (\$400,000) to Community Housing Development Association for Cornell Senior housing: 12251 E Cornell Ave, Aurora, CO 80014.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____;
Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion approved and so ordered.



Board Summary Report

Date: 10/20/18

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Grant Application for CO Department of Human Services, Office of Behavioral Health: Co-Responder Program

Request and Recommendation

Request the Board of County Commissioners authorize the Chair of the Board of County Commissioners to sign the application for and for the Arapahoe County Sheriff's Office in cooperation with the Community Resources Department to accept the subsequent grant award from the State of Colorado Department of Human Services, Office of Behavioral Health to develop a Co-Responder Program.

This grant application request proposes funding for a new program within the Arapahoe County Sheriff's Office: a co-responder program. This program will enhance the services available to citizens contacted by the Sheriff's Office displaying symptoms of mental health and co-occurring disorders. This grant application requires approval of the Arapahoe County Board of County Commissioners prior to submission to the State Department of Human Services. By the terms of the request for application (RFA), submission of an application constitutes automatic acceptance if an award is made, as such, staff requests that the Board of County Commissioners consider and authorize the collaborative efforts of the ACSO and Community Resources Department to apply for this Office of Behavioral Health grant due November 2, 2017.

Background

The Behavioral Health Subcommittee of the Justice Coordinating Committee of Arapahoe County identified a 2017 goal of increasing the level of care for individuals experiencing a behavioral health disorder on the street, who might otherwise be detained or transported to an emergency department by the ACSO. The co-responder program will involve the team response of a sheriff's deputies working with a clinician from the Aurora Mental Health Center. The clinician will respond with deputies to calls where an individual is experiencing a behavioral health crisis. The deputies will secure the scene, while the clinician will assess the needs of the individual, treat the individual at the scene if possible, transport to an appropriate mental health facility, and/or provide a mental health referral. The clinician(s) assigned to the program will provide follow-up care when they are not actively working calls with the program deputies. The intent of providing this service is to measurably reduce the exhaustion of ACSO resources used to stabilize, transport, and monitor individuals who need emergency services related to behavioral health disorders. Also, the purpose is to reduce the repeated use of emergency and law enforcement response due to untreated behavioral health disorders. Accordingly, it will free up law enforcement resources to further advance the public safety mission of the ACSO.

Links to Align Arapahoe

By providing an affirmative clinically-informed law enforcement response to those who are experiencing a behavioral health crisis, we believe that the Align Arapahoe goal of enhancing quality of life is being met. This grant application will help pilot and provide data collection proving co-responder services will reduce the misuse of the emergency system and law enforcement resources to primarily mental health matters. By reducing this misuse, we believe that the Align Arapahoe goal of fiscal responsibility is being met.

Discussion

The co-responder program will utilize a data-driven approach to identifying geographical and temporal hot spots to ensure that program resources are deployed in the right locations and on the right days. Additionally, a protocol will be developed so that the dispatcher can identify calls appropriate to the co-responder program and route co-responder resources to those calls. For calls wherein a patrol deputy responds, once having observed the scene, if the call is appropriate in the judgment of that deputy, he or she will request that the co-responder clinician respond to the incident. The clinician will assess the respondent's needs and determine the appropriate care and/or if immediate care at a mental health facility is needed. If transport for immediate care is not necessary arrives and the scene is safe and stabilized, the deputy will be freed to return to patrol. The co-responder clinician will also conduct follow and case management, during down times, to ensure that the respondent receives the care needed. It is anticipated that the co-responder program will reduce the use of deputies writing M1 holds to emergency departments. The reliance on emergency departments is costly in terms of deputy time, and it does not always produce beneficial long-term results. For instance, there is currently no good mechanism for deputies to follow-up with medical providers to ensure that the individual receives proper care. In fact, due to health privacy laws, the emergency departments do not even notify the ACSO when one of their drop-offs has been released. In cases where the patient should be monitored for public and personal safety, the ACSO must staff a deputy to wait at the hospital round the clock until the patient is released. Moreover, the emergency management system, including police response, has become a de facto mental health community treatment provider. The co-responder program provides a potential solution to the aforementioned issues and an alternative mechanism for the ACSO to continue to respond to emergency calls and to handle individuals displaying symptoms of a mental health disorder in a more clinically-informed manner. Eight awards will be made statewide with a maximum grant amount of \$326,500 annually, renewable up to four times.

Alternatives

If this grant application request is not approved, current ACSO patrol operations will continue.

Fiscal Impact

The RFA does not require in-kind matching funds. The fiscal impact to Arapahoe County will be minimal. Substantial cost savings may result if individuals obtain treatment for mental health disorders who would otherwise frequently utilize emergency management system resources when experiencing mental health symptoms.

Concurrence

The ACSO, Community Resources Department and Aurora Mental Health support the submission of this grant application.

Reviewed By:

Olga Fugaros, Budget & Logistics Manager

Glenn Thompson, Public Safety Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney



COLORADO
Department of Human Services

REQUEST FOR APPLICATION

RFA # 2018000065

TITLE

Law Enforcement Assisted Diversion (LEAD) Pilot Program and the Law Enforcement and Behavioral Health Partnerships (Co-Responder Services) Program

SUBMISSION DEADLINE

November 02, 2017 @ 12:00 PM (MT)

TABLE OF CONTENTS

SECTION I:	Issue and Timeline Information
SECTION II:	Administrative Information
SECTION III:	Background, Objective and Overview
SECTION IV:	Requirements / Statement of Work
SECTION V:	Response Format
SECTION VI:	Evaluation and Award
EXHIBITS:	
A. Signature Page (RETURN)	
B. Proposal Checklist	
C. Offeror Information Form	
D. Project Work Plan	
E. Key Stakeholder Committee Roster – LEAD Pilot Program only	
F. Steering Committee Roster – Co-Responder Services Program only	
G. List of Partner Agencies and Services	
H. Budget Template and Narrative	
I. Staffing Plan	
J. State's Contract Terms and Conditions	
K. Miscellaneous Provisions	
L. HIPAA Business Associate Document	
M. Law Enforcement Assisted Diversion (LEAD) Pilot Program Overview	
N. Law Enforcement and Behavioral Health Partnerships (Co-Responder Services) Program Overview	
O. Accounting Auditing Guidelines 2017	
P. LEAD National Support Bureau Resources	
Q. EBP Resources	

SECTION I

ISSUE AND TIMELINE INFORMATION

A. ISSUING OFFICE:

This Request for Application (RFA) 2018000065 is issued for the State of Colorado (State) by the Department of Human Services (CDHS or Department), for the benefit of the Department through the CDHS Division of Procurement. The CDHS Division of Procurement is the SOLE point of contact concerning this RFA. All communication must be made through the CDHS Division of Procurement.

B. INVITATION TO SUBMIT PROPOSALS:

The State of Colorado is posting this RFA on the Colorado Vendor Self Service page (Colorado VSS) so that firms that have an interest may submit a proposal in accordance with the terms of this RFA.

C. MEANS OF COMMUNICATION:

In the event that it becomes necessary to revise any part of this RFA, a modification will be published on the Colorado VSS web site at www.colorado.gov/vss. It is incumbent upon Offerors to carefully and regularly monitor Colorado VSS for any such postings.

The CDHS Division of Procurement is the SOLE point of contact concerning this RFA and the procurement process. **All communication for this procurement must be done through the CDHS Division of Procurement point of contact indicated in this RFA and Colorado VSS.**

D. PURPOSE:

This RFA provides prospective firms with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the goals of this RFA.

E. SCOPE:

This RFA contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

F. SCHEDULE OF ACTIVITIES:

		Time (Mountain Time)	Date
1	RFA PUBLISHED ON COLORADO VSS WEB PAGE (www.colorado.gov/VSS)	N/A	09/21/2017
2	Informational Webinar (Please register at https://attendee.gotowebinar.com/register/9049556126521166081 by 9-28-17)	10:30 am – 12:30 pm	10/2/2017
3	PROSPECTIVE FIRMS WRITTEN INQUIRY DEADLINE (NO WRITTEN QUESTIONS WILL BE ACCEPTED AFTER THIS DATE) See Administrative Information Section II-B for inquiry details. Email Inquiries: brian.hancock@state.co.us	Close of Business	10/12/2017
4	PROPOSAL SUBMISSION DEADLINE See Administrative Information Section II-D for submission.	12:00 pm	11/2/2017

CDHS will review separate bid submissions for the following projects:

- Project One - Law Enforcement Assisted Diversion (LEAD) Pilot Program
- Project Two - Law Enforcement and Behavioral Health Partnerships (Co-Responder Services) Program

Offerors may submit an application for both or one of the initiatives. If the Offeror is submitting an application for both projects, a separate submission package is required for each project. See Section II.D. - Administrative Submission, Proposal Submission for details.

G. BUDGET:

There are two separate budgets funding the LEAD Pilot Program and the Co-Responder Services Program. The State reserves the right to increase or decrease the amount awarded based upon availability of appropriated funding.

Offerors are encouraged to include in their project budgets the revenue off-sets from other sustainable funding sources that may include but are not limited to Medicaid, Housing and Urban Development funds, Department of Local Affairs Housing Vouchers, Specialty Court resources, local grants, or other funding sources that will maximize the benefits to the community.

- Project One - The LEAD Pilot Program has \$2,300,000 of funding available to support up to four (4) pilot programs through June 30, 2018 (initial contract term). Each applicant may request up to a maximum of \$575,000. Any proposals exceeding \$575,000 for the initial term of the contract will not be considered. It is anticipated that \$2,300,000/year may be available to support this project for future renewal periods contingent upon availability of appropriated funding.

An additional \$230,000 will fund an organization to evaluate the effectiveness of the LEAD program and a LEAD implementation expert to provide technical assistance.

- Project Two - The Co-Responder Services Program has \$2,900,000 of funding available to support up to eight (8) Co-Responder programs through June 30,

2018 (initial contract term). Each Offeror may request a maximum of \$326,500. Any proposals exceeding \$326,500 for the initial term of the contract will not be considered. It is anticipated that \$2,900,000/year may be available to support this project for future renewal periods contingent upon availability of appropriated funding.

H. TERM OF CONTRACT:

There are two separate contract terms for the LEAD Pilot Program and the Co-Responder Services Program. Renewal periods are contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied. At the sole discretion of the State, the Department may modify the dates of the contract.

- Project One - LEAD Pilot Program. The anticipated initial term of the resulting contract is January 1, 2018 through June 30, 2018. The resulting contract may be renewed for two (2) additional one-year period at the sole discretion of the State.
- Project Two - Co-Responder Services Program. The anticipated initial term of the resulting contract is January 1, 2018 through June 30, 2018. The resulting contract may be renewed for four (4) additional one-year periods at the sole discretion of the State.

Section II

ADMINISTRATIVE INFORMATION

- A. OFFICIAL MEANS OF COMMUNICATION: During the solicitation process for this RFA, all official communication with Offerors will be via notices on Colorado VSS. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. ***It is incumbent upon Offerors to carefully and regularly monitor VSS for any such notices.***
- B. INQUIRIES: Unless otherwise noted, prospective Offerors may make written or e-mail inquiries concerning this RFA to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities.

E-mail all inquiries to: brian.hancock@state.co.us Clearly identify your inquiries as RFA IHJA 2018000056, LEAD Pilot and Co-Responder

Responses to Offerors' inquiries will be published as a modification on the State of Colorado -VSS web page in a timely manner.

- C. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
- D. PROPOSAL SUBMISSION:
Your proposal package should include the following for **each project** submission:
One hard copy original (marked "original"). It is requested that the original proposal(s) be in flat bound form to facilitate filing. **Please do not submit proposals in loose-leaf binders.**
Seven (7) unprotected USB drives, using Microsoft office 2007-2010 products. Label all flash drives with the name of your organization. The flash drives should contain the same information and follow the same format as the hard copy.

Proposals must be received on or before the date and time indicated in the Schedule of Activities. **Late proposals will not be accepted.** It is the responsibility of the Offeror to ensure that the proposal is received by the Division of Procurement on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. When sending your proposal by USPS or courier (UPS, Federal Express), provide a tracking number via email to the purchasing agent listed in this RFA.

The proposal package shall be delivered or sent by mail to:

Colorado Department of Human Services
Attn: Brian Hancock
North/Central Procurement Office
1575 Sherman Street, 6th Floor
Denver, CO 80203

The State of Colorado Request for Application Signature Page MUST be signed in (preferably blue) ink by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal.

Proposals which are determined to be at a variance with this requirement may not be accepted.

Proposals must be submitted and sealed in a package showing the following information.

OFFEROR'S NAME

RFA # IHJA 2018000065, LEAD Pilot and Co-Responder

Identify which project you are submitting an application for.

PROPOSAL DUE: November 02, 2017 @ 12:00 PM

PUBLIC OPENING: On the date and time shown on the Request for Application Signature Page, the Division of Procurement will hold a Public Opening of Proposals. The Public Opening will disclose only the names of all Offerors who have submitted a proposal for evaluation by DHS. Information on costs and qualifications will be available from the Division of Procurement following selection of the winning Offeror.

E. PROPOSAL NARRATIVE LENGTH AND PAGE FORMATTING

Offerors shall submit a separate full offeror package for each project. Submission guidelines are below.

The Division of Procurement desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

Offerors should adhere to the following length and page formatting instructions. The State reserves the right to disqualify submissions that exceed the thirty (30) page limit or to only consider the content contained within the initial thirty (30) pages of the Offeror's submission. It is at the discretion of the Offeror to determine how to utilize the total page limit in addressing each section.

Total proposal Length: Maximum of thirty (30) pages – excluding any required

attachments (budget, staffing plan, etc.)

Font: Times New Roman twelve (12) point
Spacing: 1.5
Margins: One (1) inch margins on all sides
Paper: 8 ½ X 11
Header: Offeror Name
Footer: Page number

All acronyms in the proposal must be defined.

F. ADDENDUM OR SUPPLEMENT TO REQUEST FOR APPLICATION:

In the event that it becomes necessary to revise any part of this RFA, an addendum/amendment will be published on the Colorado-VSS web site. It is incumbent upon Offerors to carefully and regularly monitor VSS for any such postings. It is the Offeror's responsibility to make known to the Division of Procurement its interest in any addendum/amendment if it has received the RFA in a direct mailing from the Division of Procurement and no addendum has been received by mail.

G. ORAL PRESENTATIONS/SITE VISITS:

At the conclusion of evaluation and discussion of the written proposals, the State may (at the evaluation committee's sole discretion) request an oral presentation of the most favorable proposals. *Offeror should not, however, prepare the written proposal with the assumption that an opportunity for oral presentations or revisions will be offered; rather, the most favorable proposal should be submitted as their initial written submittal.*

Should the evaluation committee decide not to award solely based on initial proposals, then those proposals in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) will have an opportunity to make an oral presentation. The oral presentation may include a discussion for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements. The same criteria for evaluation will be employed and each committee member will be provided the opportunity to modify their original evaluation. Following all oral presentations, the committee will again discuss their individual evaluations. If the evaluation committee requires such presentations, the State will schedule these sessions for the purpose of:

1. Allowing the Offeror an opportunity to present its proposal to the evaluation committee;
2. Allowing the Offeror an opportunity to demonstrate its background and capabilities in providing the requested services;
3. Allowing the State an opportunity to obtain further clarification of proposal aspects and attempt to resolve any uncertainties;
4. Resolving suspected mistakes by calling such perceived errors to Offeror's attention without disclosing information concerning other Offerors' proposals; and

5. Allowing the State an opportunity to ask specific questions of the Offeror regarding its proposal offer.

Any presentations and/or site visits will be at the Offeror's expense.

- H. ACCEPTANCE OF RFA TERMS: A proposal submitted in response to this RFA shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. It is assumed by the Offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An Offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFA. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFA.
- I. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Jeremy Hill, Procurement Director, Division of Procurement, Department of Human Services, 1575 Sherman Street, Denver, CO 80203. The protest shall be submitted in writing within ten business days after such aggrieved person knows, or should have known, of the facts giving rise thereto.
- J. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be requested prior to the submission of the proposal itself. Written requests for confidentiality shall be submitted, by the Offeror prior to the proposal submission date. The Offeror must state specifically what elements of the proposal that would be considered confidential/proprietary. The Division of Procurement will make a written determination as to the apparent validity of any written request for confidentiality, the written determination will be sent to the Offeror.

Requests that are granted shall use the following format:

1. Confidential/proprietary information must be readily identified marked and separated/packaged from the rest of the proposal.
2. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary.
3. Any information that will be included in any resulting contract cannot be considered confidential.

After award, the offers shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data, C.R.S. Title 24, Article 72, Part 2 as amended.

- K. RFA RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this

RFA becomes the property of the State of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2 as amended.

- L. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Best and final offers may be considered in determining the apparent successful Offeror. Proposals shall be firm for a period of not less than one hundred eighty (180) calendar days from the date of award.
- M. EVALUATION: The evaluation will identify the proposals that most effectively meet the requirements of this RFA. The work will be offered to the Offerors whose proposals, conforming to the RFA, will be most advantageous to the State of Colorado, price and other factors considered.

The State of Colorado will conduct a comprehensive, fair and impartial evaluation of each proposal received. First, all proposals will be submitted to the Division of Procurement for acceptance. The Division of Procurement will be responsible for ensuring that:

- 1. The Offeror's proposal complied with the due date and time.
- 2. The Offeror's "Colorado Request for Application Signature Page" meets content and other requirements.
- 3. The Offeror included the appropriate number of proposal copies.

Evaluation Process:

The Department plans an intensive, thorough, complete and fair evaluation process. Proposals will be evaluated on both the proposed service and the cost of the service. The evaluation will be performed and an award recommendation made to the Division of Procurement by the Evaluation Committee. Evaluation Committee Members will be selected who do not have a conflict of interest in this procurement. The Evaluation Committee will be responsible for the evaluation process that will include the following steps:

- a. Review proposals for any conditions that may disqualify the Offeror and to ensure that required terms and conditions have been met.
- b. Review proposal content, contact references and assign a preliminary score to each factor for each proposal.
- c. Determine whether, as part of the deliberations, any Offerors will be invited to participate in discussions with the Committee. (Offerors would be those who, based on preliminary scores, are reasonably susceptible of being selected for the award.) However, proposals may be reviewed and determinations made without discussion. Therefore, it is important that proposals be complete, and Offerors should recognize that opportunity for further explanation may not exist.
- d. Oral presentations, if required, for invited Offerors to demonstrate their proposed service.
- e. Adjust points or ratings as necessary.
- f. Best and final offers may take place at the State's option.

- g. Make final selection recommendation to the Division of Procurement.
- N. PROPOSAL SELECTION: Upon review and approval of the evaluation committee's recommendation for award, the Division of Procurement will issue a "Notice of Intent to Award" on Colorado-VSS. A notice will be sent to all Offeror's indicating the notice of intent has been posted. A contract will be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met, through no fault of the State, the State, at its sole discretion, may elect to cancel the "Notice of Intent to Award" notice and make the award to the next most advantageous Offeror.
- O. AWARD OF CONTRACT: The award will be made to Offeror(s) whose proposal, conforming to the RFA, will be the most advantageous to the State of Colorado, price and other factors considered.
- P. PROPOSAL CONTENT ACCEPTANCE: **The contents of the proposal** (including persons specified to implement the project) **of the successful Offeror will become contractual obligations if acquisition action ensues.** Failure of the successful Offeror to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such Offeror may be removed from future solicitations.
- Q. STANDARD CONTRACT: After award and before Contract execution the successful Offeror must be registered to do business in the State of Colorado. This registration is maintained through the Colorado Secretary of State Office. (<http://www.sos.state.co.us/>) If Offeror is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, shall warrant 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.

Except as modified herein, the standard State Contract Terms and Conditions and the Sample Model Contract (attached separately on VSS as Exhibit J) included in this RFA shall govern this procurement and are hereby incorporated by reference. Please note this Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this RFA. This SOW and other specifics will be attached to the awarded Offeror's contract as an exhibit.

The Offeror is expected to review the attached Model Contract and note exceptions. Offerors agreeing to abide by the requirements of the RFA are also agreeing to abide by the terms of the Model Contract. Unless the Offeror notes exceptions in its proposal, the conditions of the Model Contract will govern. It may be possible to negotiate some of the wording in the final contract; however, there are many provisions, (such as those contained in the Special Provisions pages) which cannot be changed. Offerors are cautioned that the State believes

modifications to the standard provisions, terms and conditions, and Special Provisions constitute increased risk to the State and increased costs. Therefore, the scope of requested exceptions is considered in the evaluation of proposals.

- R. RFA CANCELLATION: The State reserves the right to cancel this Request for Application at any time, without penalty.
- S. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:
Proposals upon established opening time become the property of the State of Colorado. All products/services produced in response to the contract resulting from this RFA will be the sole property of the State of Colorado, unless otherwise noted in the RFA. **The contents of the successful Offeror's proposal will become contractual obligations.**

The State of Colorado has the right to retain the original proposal and other RFA response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFA, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

- T. INCURRING COSTS: The State of Colorado is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
- U. PROPOSAL REJECTION: The State of Colorado reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.
- V. VENDOR IDENTIFICATION: The tax identification number provided must be that of the Offeror responding to the RFA. The Offeror must be a legal entity with the legal right to contract.
- W. NEWS RELEASES: News releases pertaining to this RFA shall NOT be made prior to execution of the contract without prior written approval by the State.
- X. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
 - 1. By submission of this proposal each Offeror certifies, and in the case of a

joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

(a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

(c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Application Signature Page of this proposal certifies that:

(a) She/he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or she/he is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that she/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

Y. **CONFLICTS OF INTEREST:** The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
2. A public officer or a state employee shall not:
 - (a) Engage in a substantial financial transaction for her/his private business

purposes with a person whom she/he inspects, regulates, or supervises in the course of his official duties;

(b) Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from her/his agency;

(c) Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or

(d) Perform an official act directly and substantially affecting its economic benefit a business or other undertaking in which she/he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

(e) Serve on the Board of any entity without disclosure to the entity, the Secretary of State, and his/her employer.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if her/his participation is necessary to the administration of a statute and if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110 and if she/he is not a full-time state employee. Reference C.R.S. 24-18-108, as amended.

Z. TAXES: The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes C.R.S. 39-26-114(a). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political subdivisions (for example - City of Denver), the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

AA. PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 (EXCLUDED; SECURITIES, INVESTMENT ADVISORY SERVICES OR FUND MANAGEMENT, SPONSORED PROJECTS, INTERGOVERNMENTAL AGREEMENTS, OR INFORMATION TECHNOLOGY SERVICES OR PRODUCTS AND SERVICES).

Effective May 13, 2008, contractors who enter into or renew a public contract for services with Colorado state agencies or political subdivisions must participate in either the Federal ***E-Verify program***, or the Colorado Department of Labor and Employment Program. For more information see:

E-Verify Program: <http://www.dhs.gov/e-verify> or,

Colorado Department of Labor and Employment Program and notice forms:
Division of Labor: <http://www.colorado.gov/cs/Satellite/CDLE->

- AB. CRS 24-102-206 Contract Performance for Services Outside US or CO - Now requires Contractors to give written notice in accordance with the following State Contract terms and conditions:

If any services are performed outside the United States or Colorado.

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

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

Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner may result in the delay of payment of funds and/or termination as provided under this Contract.

Subcontracts

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

SECTION III

BACKGROUND, OBJECTIVE AND OVERVIEW

A. BACKGROUND/OBJECTIVE

The Colorado Department of Human Services collaborates with our partners to design and deliver high-quality human and health services that improve the safety, independence, and well-being of the people of Colorado. Within the Colorado Department of Human Services, the Office of Behavioral Health (OBH) oversees and purchases mental health and substance abuse prevention, treatment and recovery services and provides inpatient treatment in Colorado's two state mental health institutes. OBH also executes the state's federal responsibilities as the State Mental Health Authority and the State Substance Abuse Authority for purposes of administering federal mental health and substance abuse block grant funds.

As the State's behavioral health authority, OBH is responsible for policy development, service provision and coordination, program monitoring and evaluation, and administrative oversight for the public behavioral health system and the Criminal Justice Services Unit.

The Criminal Justice Services Unit (Unit) provides oversight and technical assistance to ensure evidence-based assessment and resources for individuals involved in the criminal justice system so they can contribute to the well-being of themselves and the safety of the public. The Unit provides resources for treatment access to criminal justice clients and stakeholders to reduce recidivism and increase community safety. In addition, the Criminal Justice Services Unit will have oversight for the LEAD and Co-Responder Services Program.

The State of Colorado spent \$94.2 million in FY 2013-14 incarcerating offenders whose most serious offender is a non-violent drug offense. Additionally, 39% of Colorado's inmates have needed mental health services, and 74% of the population has required substance use disorder services.

The Law Enforcement Assisted Diversion (LEAD) Pilot Program is intended to reduce the number of arrests of low level offenses and to increase diversion of individuals with mental health and substance use disorders more appropriate services.

Behavioral health conditions (mental health and substance use disorders) are public health problems in our State. Colorado ranks number 31 among states for prevalence of behavioral health conditions, meaning it has a higher prevalence of these disorders than 60 percent of all states.¹ Additionally, Colorado has the 6th highest suicide rate in the nation.² The 2015 Survey on Drug Use and Health by the federal Substance Abuse

¹ Mental Health America, Ranking the States, 2016, retrieved from:
<http://www.mentalhealthamerica.net/issues/ranking-states>

² Centers for Disease Control and Prevention, Morbidity and Mortality Weekly Report (MMWR), QuickStats: Age-Adjusted* Suicide Rates, by State — United States, 2012, November 14, 2014 /

and Mental Health Services Administration (SAMHSA) found that Colorado was the only state in the country with populations that simultaneously abused four main categories of substances: alcohol, opioids, cocaine and cannabis. At the same time, Colorado consistently ranks in the bottom half of per-capita funding levels among various state surveys for behavioral health.³

Moreover, Colorado has a high recidivism rate (currently 48.6 percent in state prisons), which is something the State is working to address.⁴ Recidivism rates are known to be particularly high for individuals with behavioral health disorders. A 2011 national study found the recidivism rate to be 54 percent for those with a severe mental illness, and 68 percent for those with co-occurring mental illness and drug abuse problems⁵.

The funding allocation for the Co-Responder Services Program was in response and aligned with recent recommendations of the Commission on Criminal and Juvenile Justice (CCJJ), and Mental Health/Point of Contact through Release from Jail Task Force as well as recommendations from the “Course Corrections” summit led by the Equitas Foundation in August 2016.

The LEAD Pilot and the Co-Responder Services Programs will address the following recommendations:

- Immediately divert into treatment those individuals with behavioral health issues who would otherwise be at risk for arrest.
- Universalize Crisis Intervention Training (CIT) in police and sheriff's departments state-wide, making Mental Health First Aid training immediately available and when staffing resources limit CIT participation. Aptitude for success in mental health crisis de-escalation must be assessed in pre-employment screening for all roles in law enforcement for a department to be eligible for state funding. Continuing education in mental health response must be required as well.
- Implement statewide behavioral health provider, law enforcement, and other first responder partnerships, such as: co-responder teams, hospital receiving center, law enforcement assisted diversion (LEAD), and drop-off center models. Such models effectively reduce arrests and result in cost-savings and avoidance for law enforcement and the justice system. These models also facilitate partnerships as needed through the use of oversight committees, personnel, or memoranda of understanding.

63(45);1041-1041, retrieved from: <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6345a10.htm>

³ For example, Colorado ranks 27th for per capita spending on mental health services at \$98.80 in 2013, lower than the U.S. average of \$119.62. <http://kff.org/other/state-indicator/smha-expenditures-per-capita/>

⁴ Governor's Dashboard, Quality Government Services, Reduce the Recidivism Rate, retrieved from: <https://sites.google.com/a/state.co.us/colorado-performance-management/priorities/quality-government-services/goal-1>

⁵ Amy Blank Wilson, Jeffrey Draine, Trevor Hadley, Steve Metraux, Arthur Evans (2011). Examining the impact of mental illness and substance use on recidivism in a county jail. *International Journal of Law and Psychiatry*, v34, n4, July-August, p264-268, retrieved from: <http://www.sciencedirect.com/science/article/pii/S0160252711000641>

This RFA will result in a modified cost reimbursement contract for the awardees. Costs are expenses related to the services provided to meet the project requirements. These costs are modified (or offset) by other payer/revenue sources from other sustainable sources that may include but are not limited to Medicaid, local grants, or other funding sources that will maximize the projects' benefits to the community. The contractor will be reimbursed for allowable costs, less revenue offsets to other payer funding sources, incurred and directly related to the work performed to meet the deliverables or goals specified in the contract.

The contractor must submit invoices in the format template to be provided by OBH with supporting documentation to OBH on a monthly basis within 20 days following the end of the reporting period. All payment requests shall be submitted electronically to OBHpayment@state.co.us. The contractor must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. The State has up to 45 days to make invoice payments. Consequently, the contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

The contracting documents resulting from this solicitation will be substantially similar to the contracting document included with this solicitation as Exhibits J., K., and L. Please note that the contract will also include the specific scope of work, requirements for this RFA and the Budget. These additional items and other specifics will be attached to the awarded Offeror's contract as an exhibit.

B. OVERVIEW

Law Enforcement Assisted Diversion (LEAD) is a National Institute of Justice promising practice that has been shown to reduce recidivism, improve police and community relations and offer cost savings by providing infrastructure required for diverting to supportive resources and away from further involvement in the criminal justice system. Early evaluation results from the Seattle LEAD model show improvements in the health and life conditions of participants, fewer arrests and prosecution, reduced criminal justice system related costs, decreased recidivism, and increased public safety⁶.

Colorado's LEAD Pilot Program offers an innovative alternative that can divert individuals to immediate services in lieu of the traditional criminal justice pathway. By diverting individuals with low-level drug and prostitution offenses into intensive community-based social services built on harm reduction principles, the LEAD Pilot Program intends to reduce neighborhood crime and individual-level harm for those diverted in their local jurisdictions. In depth information regarding the LEAD Pilot Program and requirements are included in Exhibit M.

⁶ Seattle LEAD Evaluations reports dated: March 2, 2014, March 27, 2014, June 24, 2015, and March 31, 2016.

The Co-Responder model was developed in Los Angeles County and implemented soon after in San Diego (California). Leaders in those jurisdictions were concerned that they were unable to link people with mental illnesses to appropriate services or provide other effective and efficient responses. They identified limitations on officers' time and lack of awareness about both community mental health resources and the characteristics of individuals who need access to those services as major obstacles. They then developed an approach that pairs specially trained officers with mental health professionals to provide a joint secondary response to the scene.

Colorado intends to create law enforcement and behavioral health partnerships by following the Co-Responder model (Co-Responder Services). The programs shall identify calls for service where behavioral health (to include both mental health and substance use disorders) might be the relevant factor. In depth information regarding the Co-Responder Services Program requirements are included in Exhibit N.

SECTION IV REQUIREMENTS / STATEMENT OF WORK

The goal of this RFA is to obtain competitive bid applications from qualified Offerors for Project One - LEAD Pilot Program and Project Two - Co-Responder Services Program. This section will include general application requirements for both programs. Please review Exhibits M and N prior to completing this statement of work for additional background and requirements related to Project One - LEAD Pilot Program and/or Project Two - Co-Responder Services Program. All applications will be reviewed based on requirements included in these exhibits.

Please respond to the items below in the same sequence as outlined in this section. Please restate the question or directions of each section prior to responding or describing how the following components will be accomplished. Applications should not simply repeat what is written in this Section, but rather evidence the proposer's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA. Please define all acronyms. Applications that do not follow the sequence outline and response format of this RFA may be deemed non-responsive and disqualified from further consideration.

PROJECT ONE - LEAD PILOT PROGRAM - Please refer to Exhibit M for additional background.

A-1. DEMONSTRATED EXPERIENCE AND CAPABILITIES.

The Offeror's application shall include evidence that it has the knowledge, skills, abilities and experience in the areas identified.

Specifically, each application must address and provide each of the following:

1. Organizational Overview and Personnel
 - a. Include the full name and address of the organization and, if applicable, the branch or other subordinate units or divisions of the organization that will perform or assist in performing the work.
 - b. What is the size of your organization? How many individuals in your organization will work on this project? Indicate key personnel*, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this RFA. Explain how Offeror will ensure that equally qualified persons are assigned to the project if key personnel* leave the project.
 - c. Complete Exhibit I – Staffing Plan (*this will not count towards the page limit.*)
 - i. Describe the position classification, list the minimum education, experience and duties for each position classification. For each of the position classifications, describe the level of effort that is proposed for each classification as a "Full Time Equivalent (FTE)". Each of the classification descriptions must correspond to the personnel referenced in Exhibit H – Budget Template and Narrative.
 - ii. In this section describe your fringe benefit package that encourages

- staff retention, a healthy workforce and coverage for absences.
 - iii. Finally, please describe any contractor or other costs that are necessary for enhancing the pilot programs.
 - d. Attach an organizational chart that highlights the staffing model that will support the program and the role, responsibilities and accountability of the project manager in the LEAD Pilot Program. (*This will not count towards the page limit.*)
- 2. Executive Summary

Offeror shall summarize their approach to the proposed project. The summary should provide the State with an overall understanding of the proposed approach, and demonstrate the Offeror's understanding of the business needs and project goals.
- 3. Sustainability Plan

Please submit a sustainability plan on how to support the LEAD pilot program beyond the three year pilot. Identify funding sources to ensure longevity of the program beyond the grant period.

***The State expects that the awarded Offeror will continue to make the key project personnel available through the life of the contract as long as they remain in Offeror's employ. The Offeror retains the right to replace staff with new staff members who have equal or better qualifications than the original staff member. The State reserves the right to approve any replacement personnel.**

B-1. BUSINESS PROPOSAL

Offeror responses will be evaluated regarding the extent to which a proposal adequately addresses the questions/directions listed under the corresponding section titles. If a question/direction does not apply, the Offeror should clearly state as such and provide the reason.

- 1. Proposal Narrative
 - a. Project Need:
 - i. Describe the need for the LEAD Pilot Program in your proposed jurisdiction using local data and other documentation on substance use disorder and mental health, population affected, number of arrests for relevant offenses, current diversion or community court availability/effectiveness, access to behavioral health services including crisis services and harm-reduction services, and any relevant cost data.
 - ii. Describe the Offeror's history or experience in using harm reduction services and resources and/or how you envision harm reduction principles being used to address the needs of your community.
 - b. Project Description:
 - i. Provide a description of the overall structure of the proposed program.
 - ii. How is the program consistent with the guiding principles and fundamental approaches of LEAD?
 - iii. Describe the program's ability to serve the intended participants' needs.
 - iv. Provide a description of the service area and included catchment area(s) and how the service area meets the community needs.

- v. Identify and describe the service area that will be used for the control study evaluation process.
 - vi. What are the protocols and processes for referrals into the LEAD Pilot Program?
 - vii. How many participants does the program anticipate it will contact and how many will it serve (provide the same for the comparison group)?
 - viii. What services and resources will be provided in the program and how are these consistent with harm reduction principles and evidence-based practices?
 - ix. Explain the training approach to be implemented throughout the project.
- c. Partnership and Collaboration:
- i. Discuss how the Key Stakeholder Policy Committee was developed, and identify and discuss the mutual need(s) that will be addressed by this policy body.
 - ii. Demonstrate how the selection process for the Key Stakeholder Policy Committee members involved those in the community that will be most affected by the project.
 - iii. Describe each Key Stakeholder partner's roles and responsibilities in the program.
 - iv. Discuss how the Key Stakeholder Policy Committee will ensure mutual involvement, shared decision-making, shared data and evaluation activities, a shared planning process, responsiveness, and transparency.
 - v. Describe the structure of the Operational Workgroup (described in Exhibit M) and how the group will interface with the Key Stakeholder Policy Committee.
 - vi. How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners, as well as to the Operation Workgroup and the Key Stakeholder Policy Committee?
 - vii. Describe the role and responsibilities of the program's evaluation/research liaison and how his/her efforts will interface with the others in the LEAD Pilot Program.
 - viii. Complete Exhibit(s) E – Key Stakeholder List and G – List of Partner Agencies and Services.
- d. Services:
- i. Describe in detail the services, resources, providers and method of service delivery that will be available to participants and the maximum service amounts that Offeror is prepared to provide within the compensation amounts and requirements associated with this RFA. If the Offeror is proposing to provide services for both the LEAD and Co-Responder Services Program, the Offerer shall include a discussion of the resources to be utilized, and any resource

constraints, associated with providing simultaneous services within both programs.

- ii. What is the evidence that the proposed services and resources are appropriate for the identified purposes, settings, and populations?
 - iii. Describe the roles, responsibilities and activities of case managers, including supervision of case managers.
 - iv. What is the process for assessing participants and what assessment tool(s) will be used?
 - v. Explain how case managers will engage with the participants upon referral and ongoing.
 - vi. Outline the plan in place to support the non-displacement principle.
 - vii. Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the LEAD team.
 - viii. How do the proposed services reflect the specific needs of the diverse communities to be served?
- e. Data Collection:
- i. How will the Offeror involve the contracted evaluator?
 - ii. What is the Offeror's plan to allow for local-level data sharing to occur between parties and to allow necessary information while protecting privacy and adhering to privacy laws?
 - iii. What steps have been taken to ensure to commit/adhere to the methodology proposed by the contracted evaluators?
 - iv. Explain how the program design will allow for the following:
 - a. Pre-booking contacts of at least 200 pre-booking contacts over the pilot program term
 - b. 100 participants over the pilot program term
 - c. Social contact referrals of xxx over the pilot program term

2. Outcome Measurements

- a. Contract award recipients are required to provide relevant program information and data by submitting quarterly progress reports 20 days after the end of a quarter to OBH. Describe the process to ensure that quarterly progress reports are submitted by the deadline.
- 3. Complete Exhibit D - Project Work Plan (*this will not count towards the page limit*)
 - 4. Complete Exhibit E – Key Stakeholder Committee Roster (*see B-1.1.c.viii. above - this will not count towards the page limit*)
 - 5. Complete Exhibit G - List of Partner Agencies and Services (*see B-1.c.viii. above - this will not count towards the page limit*).
 - 6. Attach Letters of Support to reflect Statement of Intent and role in program (*this will not count towards the page limit*).
 - 7. Attach geographical map of service area and comparison area (*this will not count towards the page limit*).
 - 8. Please list and explain any requested changes to Exhibit J. - State's Contract Terms and Conditions and Exhibit K.– Miscellaneous Provisions. Please attach a red lined version with any changes (*this will not count towards the page limit*.) The General Provisions, Special Provisions, Option Letter Provision (Exhibit J.) and Exhibit L –HIPAA Business Associate Document shall not be negotiable.

C-1. BUDGET PROPOSAL

1. Complete and attach all tabs included in Exhibit H – Budget Template and Narrative (*this will not count towards the page limit*). Proposals including additional funding sources to maximize the State funding will be prioritized in the scoring process. All items in the proposed budget are subject to negotiation.
 - a. Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Funds cannot be used for the acquisition of real property or new construction.
 - b. Proposals must include a detailed capacity based budget reflecting the funds requested to provide the required services. The budget must be submitted on the attached Excel budget template (Exhibit H) and include only those budget categories that are needed to provide the services.
 - i. Personnel referenced must correspond to the classification descriptions referenced in Exhibit I – Staffing Plan.
 - ii. Refer to Exhibit O – Accounting Auditing Guidelines 2017 for explanation of Budget Categories/Classifications.
 - c. The budget must include all funding from other sources that will be provided by the Offeror for each applicable item (offset). A budget narrative explaining each of the items must be included.
 - d. List the names (if known) for subcontractors and explain services that will be provided by each, note hours and billing rates in the narrative section.
 - e. Indirect Cost may not exceed 10% of the Direct Costs.
 - f. Include budget for travel to the grantee meeting to be held in Denver, if applicable.
2. Describe the additional funding sources included in Exhibit H and the billing process to collect funds from these sources prior to submitting invoices to OBH. Invoices shall be submitted to OBH after all other available third parties have been billed and proof of these efforts shall be included with invoices. How will these additional funds be used to achieve the project goals? Include a statement regarding methods to ensure that project funds do not supplant existing funding available to any and all partners.
3. Identify funding sources to ensure longevity of the program beyond the program period.
4. How much of the proposed budget will be used to directly support program/project services vs how much of the budget is used for administrative/overhead costs?
5. Explain the purpose of any subcontractors noted in the budget and how they will be procured.
6. The State has up to 45 days to make invoice payments. Please confirm and describe how the Offeror has adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

PROJECT TWO - CO-RESPONDER SERVICES PROGRAM - Please refer to Exhibit N for additional background.

A-2. DEMONSTRATED EXPERIENCE AND CAPABILITIES.

The Offeror's application shall include evidence that it has the knowledge, skills, abilities and experience in the areas identified.

Specifically, each application must address and provide each of the following:

1. Organizational Overview and Personnel

- a. Include the full name and address of the organization and, if applicable, the branch or other subordinate units or divisions of the organization that will perform or assist in performing the work.
- b. What is the size of your organization? How many individuals in your organization will work on this project? Indicate key personnel*, including employees and contractors, who will be assigned to the project and describe their experience and knowledge in the areas described in this RFA. Explain how Offeror will ensure that equally qualified persons are assigned to the project if key personnel* leave the project.
- c. Complete Exhibit I – Staffing Plan (*this will not count towards the page limit.*)
 - i. Describe the position classification, list the minimum education, experience and duties for each position classification. For each of the position classifications, describe the level of effort that is proposed for each classification as a "Full Time Equivalent (FTE). Each of the classification descriptions must correspond to the personnel referenced in Exhibit H – Budget Template and Narrative.
 - ii. In this section describe your fringe benefit package that encourages staff retention, a healthy workforce and coverage for absences.
 - iii. Finally, please describe any contractor or other costs that are necessary for enhancing the pilot programs.
- d. Attach an organizational chart that highlights the staffing model that will support the program and the role, responsibilities and accountability of the project manager in the Co-Responder Services Program. (*This will not count towards the page limit.*)

2. Executive Summary

Offeror shall summarize their approach to the proposed project. The summary should provide the State with an overall understanding of the proposed approach, and demonstrate the Offeror's understanding of the business needs and project goals.

*The State expects that the awarded Offeror will continue to make the key project personnel available through the life of the contract as long as they remain in Offeror's employ. The Offeror retains the right to replace staff with new staff members who have equal or better qualifications than the original staff member. The State reserves the right to approve any replacement personnel.

B-2. BUSINESS PROPOSAL

Offeror responses will be evaluated regarding the extent to which a proposal adequately addresses the questions/directions listed under the corresponding section

titles. If a question/direction does not apply, the Offeror should clearly state as such and provide the reason.

1. Proposal Narrative

a. Project Need:

- i. Describe the need for a Co-Responder Services Program in your jurisdiction using local data and other documentation on substance use disorder and mental health, population affected, geography, number of arrests/dispatches for relevant offenses, current diversion or community court availability/effectiveness, access to behavioral health services including crisis services and harm-reduction services, and any relevant cost data.
- ii. What considerations were assessed in determining the need? How does the need relate to the overall goal of the Co-Responder Services Program?

b. Project Description:

- i. Provide a description of the overall structure of the program.
- ii. Describe how the program is consistent with the guiding principles and fundamental approaches of the Co-Responder model as described in Exhibit N.
- iii. Describe the link between the intended participants' needs and the program's ability to serve those needs.
- iv. Provide a description of the service area and included catchment area(s). Describe how the proposed program structure and staffing meets the needs of the catchment area, i.e. factoring in travel time, volume of calls and proposed shift structure.
- v. What process shall be used to determining protocols and processes for gathering information from callers by the caller takers and dispatchers?
- vi. How many participants does the program anticipate it will contact and how many will it serve (provide the same for the comparison group)?
- vii. Explain the training approach to be implemented throughout the program for the officers, call takers/dispatchers and behavioral health personnel.
- viii. Discuss the role, responsibilities and accountability of program manager in the Co-Responder Services Program.
- ix. What wraparound linkage services and resources will be provided in the program and how are these consistent with evidence-based practices?

c. Partnership and Collaboration:

- i. Discuss how the Steering Committee was developed, identify and discuss the mutual need(s) that will be addressed by this policy body.
- ii. Demonstrate how the selection process for the Steering Committee members involved those in the community that will be most affected by the program.

- iii. Describe each Steering Committee members' roles and responsibilities in the program.
 - iv. Discuss how the Steering Committee will ensure mutual involvement, shared decision-making, shared data and evaluation activities, a shared planning process, responsiveness, and transparency.
 - v. Describe the structure of the Program Coordination Group and how the group will interface with the Steering Committee.
 - vi. How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners, as well as to the Program Coordination Group and the Steering Committee?
 - vii. Complete Exhibit(s) F – Steering Committee Roster and G – List of Partnerships (*this will not count towards the page limit*)
- d. Services:
- i. Describe in detail the services, resources, providers and method of service delivery that will be available to participants and the maximum service amounts that Offeror is prepared to provide within the compensation amounts and requirements associated with this RFA. If the Offeror is proposing to provide services for both the LEAD and Co-Responder Services Program, the Offerer shall include a discussion of the resources to be utilized, and any resource constraints, associated with providing simultaneous services within both programs.
 - ii. What is the evidence that the proposed services and resources are appropriate for the identified purposes, settings, and populations?
 - iii. Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer.
 - iv. What is the process for assessing participants for danger to self and others; what assessment tool(s) will be used?
 - v. Explain which resources will be engaged for participants who are considered “high utilizers” upon referral, and ongoing.
 - vi. Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Co-Response team.
 - vii. How do the proposed services reflect the specific needs of the diverse communities to be served?
- e. Data Collection:
- i. What is the Offeror's plan to allow for local-level data sharing to occur between parties and to allow necessary information while protecting privacy and adhering to privacy laws?
 - ii. Describe resources and protocols proposed to collect data on:
 - a. The number of injuries and deaths to officers and civilians;
 - b. Officer response times;
 - c. The number of incidents to which specially trained officers responded;

- d. The number of repeat calls for service; officers' disposition decisions, such as linking a person with services; and time required and method used for custodial transfer.
1. Outcome Measurements
 - a. Contract award recipients are required to provide relevant program information and data by submitting quarterly progress reports 20 days after the end of a quarter to OBH. Describe the process to ensure that quarterly progress reports are submitted by the deadline.
2. Complete Exhibit D - Project Work Plan (*this will not count towards the page limit*)
3. Complete Exhibit F – Steering Committee Roster (*see B-2.1.c.vii. above - this will not count towards the page limit*)
4. Complete Exhibit G - List of Partner Agencies and Services (*see B-2.1.c.viii. above - this will not count towards the page limit*).
5. Attach Letters of Support to reflect Statement of Intent and role in program (*this will not count towards the page limit*).
6. Attach geographical map of service area (*this will not count towards the page limit*).
7. Please list and explain any requested changes to Exhibit J. - State's Contract Terms and Conditions and Exhibit K. – Miscellaneous Provisions. Please attach a red lined version with any changes (*this will not count towards the page limit*.) The General Provisions, Special Provisions, Option Letter Provision (Exhibit J) and Exhibit L. –HIPAA Business Associate Document shall not be negotiable.

C-2. BUDGET PROPOSAL

1. Complete and attach all tabs included in Exhibit H – Budget Template and Narrative (*this will not count towards the page limit*). Proposals including additional funding sources to maximize the State funding will be prioritized in the scoring process. All items in the proposed budget are subject to negotiation.
 - a. Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Funds cannot be used for the acquisition of real property or new construction.
 - b. Proposals must include a detailed capacity based budget reflecting the funds requested to provide the required services. The budget must be submitted on the attached Excel budget template (Exhibit H) and include only those budget categories that are needed to provide the services.
 - i. Personnel referenced must correspond to the classification descriptions referenced in Exhibit I – Staffing Plan.
 - ii. Refer to Exhibit O – Accounting Auditing Guidelines 2017 for explanation of Budget Categories/Classifications.
 - c. The budget must include all funding from other sources that will be provided by the Offeror for each applicable item (offset). A budget narrative explaining each of the items must be included.
 - d. List the names (if known) for subcontractors and explain services that will be provided by each, note hours and billing rates in the narrative section.

- e. Indirect Cost may not exceed 10% of the Direct Costs.
 - f. Include budget for travel to the Kick Off meeting to be held in Denver, if applicable.
- 2. Describe the additional funding sources included in Exhibit H and the billing process to collect funds from these sources prior to submitting invoices to OBH. Invoices shall be submitted to OBH after all other available third parties have been billed and proof of these efforts shall be included with invoices. How will these additional funds be used to achieve the project goals? Include a statement regarding methods to ensure that project funds do not supplant existing funding available to any and all partners.
- 3. Identify funding sources to ensure longevity of the program beyond the program period.
- 4. How much of the proposed budget will be used to directly support program/project services vs how much of the budget is used for administrative/overhead costs?
- 5. Explain the purpose of any subcontractors noted in the budget and how they will be procured.
- 6. The State has up to 45 days to make invoice payments. Please confirm and describe how the Offeror has adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

SECTION V RESPONSE FORMAT

Offerors may submit an application for both or one of the initiatives. If the Offeror is submitting an application for both projects, a separate submission package is required for each project as identified in Section II., D. The State reserves the right to award both projects or projects individually in the best interest of the State and CDHS. Please clearly identify the separate projects within the application. Applications should contain all categories listed in the section below.

To facilitate an effective evaluation process, applications for each project must be submitted in the following format on 8 1/2 by 11 inch paper and all pages should be numbered in the following manner: page 1 of 30 pages. Please use double-sided pages. All acronyms in the application must be defined. Failure to provide the requested information may result in disqualification of the application. ***Applications that do not follow the sequence, outline, and response format of this RFA, may be deemed non responsive and disqualified from further consideration.***

A. STATE OF COLORADO REQUEST FOR APPLICATION SIGNATURE PAGE

Include the State of Colorado Request for Application Signature Page. An officer of the Offeror who is legally authorized to bind the Offeror to the application must sign this page in ink.

B. TRANSMITTAL LETTER

Submit a signed Transmittal Letter on the Offeror's official business letterhead that:

1. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this RFA.
2. Identifies all material and attachments that comprise your application.
3. Is signed by an individual authorized to commit your organization to the proposed work.
4. States whether the Offeror is a partnership, a non-profit corporation, a Colorado corporation, a non-Colorado corporation, or some other business structure. Non-Colorado corporations must register as a foreign corporation to conduct business in Colorado and appoint a resident agent to review process. If the Offeror is a foreign corporation, a limited liability partnership or a limited liability limited partnership, state that the Offeror currently has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request.
5. States whether the Offeror or any of the Offeror's employees, agents, independent Contractors, or proposed subcontractors have ever been an excluded provider, convicted of any criminal charges or actions involving moral turpitude. If yes, attach an explanation.
6. States that the Offeror's Application shall remain valid for a minimum of one hundred eighty (180) days from the date of the award.
7. Discloses all current pending contracts with the State of Colorado and all bids or applications submitted to the State of Colorado but not yet awarded.

8. Identifies all potential conflicts of interest related to this RFA. If any actual or potential conflicts of interest are identified, provide your plan to mitigate the actual or potential conflict of interest.
9. Vendor disclosure of services identifies if the vendor or subcontractor will perform the services outside the state of Colorado or United States. If this is the case, provide a brief statement explaining why the vendor believes it is necessary or advantageous to perform the services outside the state of Colorado or United States. Contracts entered into or renewed by a government entity are subject to the following statute(s) under HB 13-1292 "Keep Jobs in Colorado Act of 2013".
10. Service Disabled Veteran Owned Small Businesses (SDVOSBs) – Per C.R.S. 24-103-211. Vendors who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov) should disclose this information. SDVOSBs making this claim shall submit documentation of SDVOSB certification issued through the U.S. Department of Veterans Affairs in their response to the solicitation. Bid submissions without this documentation will not be considered a SDVOSB.
11. Per C.R.S. 24-103-502 Please describe your company's accounting system. The description should state that your accounting system will permit timely development of all necessary cost data in the form required by the contract type contemplated in this solicitation and will adequately allocate cost in accordance with generally accepted accounting principles.

C. PROPOSAL CHECKLIST - Exhibit B

D. OFFEROR INFORMATION FORM – Exhibit C

E. MANDATORY CRITERIA

Applications that do not comply with mandatory requirements will be disqualified. Therefore, care must be given to labeling requirements mandatory. Requirements that contain "must" or "shall" in other sections are be deemed to be mandatory. Requirements that contain "may" are considered to be desirable.

Please respond to the items below in the same sequence as outlined in this section. Please restate the question or directions of each section prior to responding or describing how the following components will be accomplished. Applications should not simply repeat what is written in this section, but rather evidence the Offeror's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA.

1. Eligible offeror's must be cities or county government agencies. Although cities and counties may select an agency to serve as a Project Manager in the implementation of the project, the offeror agency will retain the responsibility for the overall project administration including fiduciary oversight.
2. Project One - LEAD Pilot Program only. Coordination and collaboration

among key stakeholder partners and resources have been identified as a critical component of the LEAD Pilot Program . Offerors are required to formalize this key stakeholder agreement by establishing a Key Stakeholder Policy Committee to oversee the implementation of the LEAD project.

The Key Stakeholder Policy Committee must include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below. Through signed Letters of Support, these participants must commit to participating in the implementation of the LEAD program:

- Law enforcement agencies;
- Prosecutorial agencies;
- Public defenders and defense counsel
- Public health and social services agencies (to include mental health and substance use disorder (SUD) services for both public and non- profit providers);
- Case management service providers with capacity for intensive, individualized case-management for people with behavioral health challenges and justice-system involvement.

F. DEMONSTRATED EXPERIENCE AND CAPABILITIES

Please complete Exhibit I – Staffing Plan and respond to the items in the same sequence as outlined in Section IV.A. - Requirements/Statement of Work- Demonstrated Experience and Capabilities (*A-1. for Project One - Lead Pilot Program or A-2 for Project Two - Co-Responder Services Program.*) Please restate the question or directions of each section prior to responding/describing how the items will be met. Applications should not simply repeat what is written in this section, but rather evidence the Offeror's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA. Identify any items requested by the State that are not included in your Application.

G. BUSINESS PROPOSAL

Offerors must complete the appropriate section for each project Application RFA submission. Please complete/respond to the items in the same sequence as outlined in Section IV.B -Requirements/Statement of Work, Business Application (*B-1. for Project One - Lead Pilot Program or B-2 for Project Two - Co-Responder Services Program.*) Please restate the question or directions of each section prior to responding/describing how the items will be met. Applications should not simply repeat what is written in this section, but rather evidence the Offeror's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA. Identify any items requested by the State that are not included in your Application.

H. BUDGET PROPOSAL

Please complete Exhibit H – Budget Template and Narrative and respond to the items in the same sequence as outlined in Section IV.C. –

Requirements/Statement of Work, Budget Application (*C-1. for Project One - Lead Pilot Program or C-2 for Project Two - Co-Responder Services Program.*)

Please restate the question or directions of each section prior to responding/describing how the items will be met. Applications should not simply repeat what is written in this section, but rather evidence the Offeror's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA. Identify any items requested by the State that are not included in your Application.

SECTION VI EVALUATION AND AWARD

A. EVALUATION OF APPLICATIONS

The award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the Applications using the factors set forth in the RFA. The Department intends to award the contract to the Offeror whose Application, conforming to the RFA, will be most advantageous to the Department, price and other factors considered.

The Department will conduct a comprehensive, fair, and impartial evaluation of the Applications received in this solicitation effort. A Application Evaluation Committee will evaluate Applications that meet the Mandatory Criteria referenced in Section V.C. – Response Format. Evaluation criteria for the Applications will be used for the purpose of ranking the Applications in a relative position based on how fully each Application meets the requirements of this RFA. Such ranking will not necessarily be conclusive in selection of a prospective Contractor, but will be evaluated with other information that may come to the attention of the State, and may, in their judgment, impact the prospective Contractor's ability to perform the services.

Offerors should not assume that they would have an opportunity for oral presentations or revisions of Applications. Therefore, Offerors should submit their most favorable Application as their initial Application. If an award is not made based on the initial Applications, Offerors considered most competitive may be provided an opportunity to make an oral presentation. The competitive range determination will be based exclusively on the written Applications. Offerors are therefore cautioned to ensure that their Applications adequately convey a sound approach and a comprehensive understanding of the scope of work requirements. If Application revisions are permitted after the conclusion of oral presentations and discussions, the Department will establish a date, in writing, for submission of best and final offers. The purpose of this step would be to submit revisions only, not to submit comprehensive Application rewrites.

B. SUBMISSION CHECKLIST

Applications that have met the minimum submission requirements outlined in Section V of this RFA will be passed on to the evaluation review committee for further review and consideration.

At a minimum, Applications are:

1. Submitted by the due date and time.
2. Completed and Signed Signature Page
3. Completed and Signed Transmittal Letter
4. Completed and Signed Application Checklist
5. Completed and Signed Application Form
6. Organized, Tabbed and formatted per instructions contained within the RFA and all other documents considered to be a part of the RFA.
7. Packaging instructions and designated number of copies.

Applications that do not meet the criteria of the Submission Checklist, and initial review may be disqualified.

C. GENERAL CRITERIA/EVALUATION FACTORS (PROJECT ONE - LEAD PILOT PROGRAM):

Category 1 – Demonstrated Experience and Capabilities

Category 2 – Business Proposal

Category 3 – Budget Proposal

D. GENERAL CRITERIA/EVALUATION FACTORS (PROJECT TWO - CO-RESPONDER SERVICES PROGRAM):

Category 1 – Demonstrated Experience and Capabilities

Category 2 – Business Proposal

Category 3 – Budget Proposal

E. BASIS FOR AWARD

The business and technical factors will be assessed based on the soundness of the Offeror's overall approach and the Respondent's understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience and past performance are likely to foster successful, on-time performance. Strategies for meeting expedited implementation timeframes will be assessed based on their reasonable likelihood of success. Assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State involvement necessary (beyond that reasonably necessary) to ensure timely, successful performance.

The State may contact client references provided, and in addition, obtain information concerning the Offeror's performance on other work performed for the State of Colorado. Client references will be used as a verification of information provided by the Offeror and as a means to validate the performance of the Offeror on prior work and will have a bearing on the scoring of Applications. The State cannot assume any liability for statements made by client references provided by Offerors

The State may disqualify from consideration any Offeror who is involved in bankruptcy proceedings or whose financial condition is deemed to pose a risk to the State for successful performance of the contract.

F. PERFORMANCE OF AWARD

Proposed changes or exceptions to any requirement, or State's Contract Terms and Conditions (Exhibit J.), may disqualify Offeror's Application response from consideration. A completed contract is expected within 60 days following the letter of intent to award. In the event a contract is not signed (through no fault of the State) by the awarded Offeror within 60 days, and barring any protest that may delay the completion of a contract, the State may elect to cease negotiations, withdraw the award, and award to the next most advantageous Offeror.

EXHIBIT N

PROJECT TWO - LAW ENFORCEMENT AND BEHAVIORAL HEALTH PARTNERSHIPS (CO-RESPONDER SERVICES PROGRAM) OVERVIEW

Background Information

Criminal justice systems in Colorado commonly handle low-level offenders who often have mental health or substance use issues; either isolated or co-occurring. Often these low-level offenders are more of a threat to themselves than to others. Typically, these individuals are arrested, and generally spend one or more nights in jail. Furthermore, they may be processed deeper in the criminal justice system. An arrest may or may not result in an individual receiving proper treatment for their mental health or substance use issues, and can set off a chain of events that makes it difficult for them to become a productive member of society.¹

The costs of incarcerating individuals with behavioral health concerns are significant. As of December 31, 2016, 39 percent of Colorado's inmate population needed mental health services (9% having a serious mental illness) and 74 percent needed substance use disorder services.² On June 30, 2014, there were 2,625 offenders in state prisons with their most serious offense being a non-violent drug offense. This comprised nearly 13 percent of the prison population at that time.³ With the average annual cost at \$35,895 per offender in FY 2013-14, the State spent approximately \$94.2 million on non-violent drug offenders that year.⁴ In 2015, there were an additional 477 new commitments for non-violent drug offenses as the most serious offense, making up 7.8 percent of all commitments that year.⁵

The complex nature of law enforcement responses to people with mental illnesses has become an issue of national concern. These calls for service are often time-consuming and difficult to resolve, and, on relatively rare occasions, result in tragic injuries or deaths. In the face of this mounting pressure, and with a desire to improve their interactions with people with mental illnesses, law enforcement officers are turning to specialized responses. These efforts show great promise for increasing the safety of everyone involved and connecting individuals to needed mental health supports and services when appropriate. However, policymakers generally implement these programs without the benefit of research and data

¹ The Center for Health and Justice at TASC. (2013). No Entry: A National Survey of Criminal Justice Diversion Programs and Initiatives. Chicago: http://www2.centerforhealthandjustice.org/sites/www2.centerforhealthandjustice.org/files/publications/CHJ%20Diverison%20Report_web.pdf

² Colorado Department of Corrections, Colorado Inmate Population Profile (internal updated statistics for December 31, 2016), available at <https://www.colorado.gov/pacific/cdoc/departamental-reports-and-statistics>

³ Colorado Department of Corrections, FY14 Annual Statistical report, page 41 retrieved from <https://drive.google.com/file/d/0B8WLSXAb0Mg8N2NyTUpWRUotWFU/view>

⁴ Colorado Department of Corrections, FY14 Annual Statistical report, page 16 retrieved from <https://drive.google.com/file/d/0B8WLSXAb0Mg8N2NyTUpWRUotWFU/view>

⁵ Colorado Division of Criminal Justice, Correctional Population Forecasts Pursuant to 24-33.5-503 (m), C.R.S., January 2016, page 28, retrieved from: https://cdpsdocs.state.co.us/ors/data/PPP/2016_PPP.pdf

documenting the scope and nature of the problem in their community, the weakness of past response models, and the relative importance of specific program features.

This funding allocation was in response and aligned with recent recommendations of the Commission on Criminal and Juvenile Justice (CCJJ), and Mental Health/Point of Contact through Release from Jail Task Force. The advisory task force presented its recommendations to the full CCJJ on January 13, 2017. One of the recommendations (FY17-MH #01) included, “The General Assembly should commit resources to incentivize the development and expansion of an adequate crisis services provider network.” Within the “crisis services provider network,” this recommendation includes incentivizing local partnerships between law enforcement, behavioral health, and other first responders by funding new and existing joint programs that match community need and density.

Introduction and Program Description

The Co-Responder model was developed in Los Angeles County and implemented soon after in San Diego (California). Leaders in those jurisdictions were concerned that they were unable to link people with mental illnesses to appropriate services or provide other effective and efficient responses. They identified limitations on officers’ time and lack of awareness about both community mental health resources and the characteristics of individuals who need access to those services as major obstacles. They then developed an approach that pairs specially trained officers with mental health professionals to provide a joint secondary response to the scene.

Colorado intends to create law enforcement and behavioral health partnerships by following the Co-Responder model. The programs shall identify calls for service where behavioral health (to include both mental health and substance use disorders) might be the relevant factor. Behavioral health co-responders shall be dispatched along with law enforcement officers on these calls. The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual and provide follow-up when necessary.

The goals of the Co-Responder Program are:

1. Prevention of unnecessary incarceration and/or hospitalization of mentally ill individuals
2. Providing alternate care in the least restrictive environment through a coordinated system wide approach.
3. Preventing duplication of mental health services
4. Facilitate the return of law enforcement units to patrol activities.

Eligibility

Eligible offeror’s are cities or county government agencies. Although cities and counties may select an agency to serve as a Project Manager in the implementation of the project, the applicant agency will retain the responsibility for the overall project administration including fiduciary oversight. Eligible applicants are limited to:

- Cities - Applications may be submitted by the City Council or the Administrative Office of the City (e.g., City Manager) or police department. In cases in which the City is the applicant, only one (1) proposal per city may be submitted. However, more than one (1) City within a County may submit an application.

- Counties - Applications may be submitted by the County Human Services Department, Public Health Department, District Attorney's Office, Sheriff's Department or County Commissioners. In cases where a County agency is the offeror, only one (1) proposal per County may be submitted.

An offeror may apply for more than one catchment⁶ area within a proposal, but must demonstrate their capacity to fund, implement and evaluate the program in all included catchment areas. OBH encourages rural areas, as defined by the U.S Census Bureau cities and counties with less than 50,000 people to apply for these funds.

Cities and counties applying from the same jurisdiction must work together to ensure their applications do not cover the same catchment area(s). Offerors from the same jurisdiction should communicate with one another at the outset of the application process to avoid potential duplication.

Each offeror will need to identify a point person to hold overall responsibility for ongoing program administration and fiscal oversight.

Co-Responder Program Design

Colorado intends to create evidence based Co-Responder Service Programs by following The Essential Elements of a Specialized Law Enforcement Based Program⁷.

Programs shall be designed to address the following ten (10) guidelines:

1. Collaborative planning and implementation
Organizations and individuals representing a wide range of disciplines and perspectives and a strong interest in improving law enforcement encounters with people with behavioral health illnesses work together in one or more groups to determine the response program's characteristics and guide implementation efforts.
2. Program design
A Steering Committee designs a specialized law enforcement-based program to address the root causes of the problems that are impeding improved responses to people with behavioral health illnesses and makes the most of the available resources.
3. Specialized training
All law enforcement personnel who respond to incidents in which individual's behavioral health appears to be a factor receive training to prepare for these encounters; those in specialized assignments receive more comprehensive training. Dispatchers, call takers, and other individuals in a support role receive training tailored to their needs.

⁶ Note: for purposes of this RFA, a catchment area is the area from which the city or county applicant attracts a population that uses its services and over which they have authority.

⁷ https://www.bja.gov/publications/le_essential_elements.pdf The Essential Elements of a Specialized Law Enforcement-Based Program. Bureau of Justice Assistance & Council of State Governments Justice Center

4. Call taker and dispatch protocols
Call takers and dispatchers identify critical information to direct calls to the appropriate responders, inform the law enforcement response, and record this information for analysis and as a reference for future calls for service.
5. Stabilization, observation, and disposition
Specialized law enforcement responders de-escalate and observe the nature of incidents in which behavioral health illnesses may be a factor using tactics focused on safety. Drawing on their understanding and knowledge of relevant laws and available resources, officers then determine the appropriate disposition.
6. Transportation and custodial transfer
Law enforcement responders transport and transfer custody of the person with a behavioral health illnesses in a safe and sensitive manner that supports the individual's efficient access to services and the officers' timely return to duty.
7. Information exchange and confidentiality
Law enforcement and behavioral health personnel have a well-designed procedure governing the release and exchange of information to facilitate necessary and appropriate communication while protecting the confidentiality of community members.
8. Treatment, supports, and services
Specialized law enforcement-based response programs connect individuals with behavioral health illnesses to comprehensive and effective community-based treatment, supports, and services.
9. Organizational support
The law enforcement agency's policies, practices, and culture support the specialized response program and the personnel who further its goals.
10. Program evaluation and sustainability
Data are collected and analyzed to help demonstrate the impact of and inform modifications to the program. Support for the program is continuously cultivated in the community and the law enforcement agency.

Key Stakeholder Partners – Coordination, Collaboration and Resources (Exhibit F - Steering Committee Roster)

Coordination and collaboration among key stakeholder partners and resources has been identified as a critical component of Co-Responder Services Programs. Inherent in the development of this Request for Application (RFA) is an acknowledgement that the success of this program depends on equitable support, communication and collaboration among all key stakeholders, giving all partners shared voice and ownership of the program.

Offerors are required to formalize this key stakeholder agreement by establishing a Steering Committee to oversee the implementation of the Co-Responder Services Program.

This Steering Committee must include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below. Through signed MOUs, these participants must commit to participating in the implementation of the Co-Responder Services Program:

- Lead Law enforcement agency representative
- Behavioral health service provider representative
- Impacted individual or family member
- Consumer or family member
- Local hospital representative

Additionally, offerors are strongly recommended to identify and include, as appropriate, other entities integral to the successful implementation of a Co-Responder Services Program in their jurisdiction, such as:

- Prosecutors
- Jail Administrators
- Harm reduction organizations;
- Advocacy groups; and
- Case management service providers with capacity for intensive, individualized case-management for people with behavioral health challenges and justice-system involvement.
- Other community representation as determined integral to the program.

This executive-level committee is charged with the following:

1. Examining the nature of the problem and help determine the program's objectives and design
2. Considering how the program will relate to other criminal justice-behavioral health partnerships that may be in place or are in the process of being established.
3. Support a forum for planning decisions and during the implementation phase to provide ongoing leadership and problem solving and design modifications throughout the life of the program.
4. Designating appropriate staff to make up a **Program Coordination Group** responsible for overseeing day-to-day activities. (In some jurisdictions, the two bodies may be the same—particularly those with small agencies, in rural areas, or with limited resources.) The Program Coordination Group shall:
 - a. Oversee officer training implementation
 - b. Measure the program's progress toward achieving stated goals
 - c. Resolve ongoing challenges to program effectiveness.
 - d. Inform agency leaders and other policymakers of program costs, developments, and progress.

To overcome challenges inherent in multidisciplinary collaboration, including staff turnover and changes in leadership, partnership and program policies should be institutionalized to the extent possible. Interagency memoranda of understanding (MOUs) should be developed to address key issues such as how each organization will commit resources and what information can be shared through identified mechanisms. More extensive than the traditional Memorandum of Understanding (MOU), the MOU between partnering agencies for the Co-Responder Services Program must include a description of how the partners

collectively identified the need for the project as well as an individualized Letter of Support from each partner that outlines their level of participation and commitment in the program, responsibilities to the program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data.

Eligible Participants - Referral Process

The eligible participants for the Co-Responder Services Program are adults at risk for low-level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement.

Service Area and Catchment Area

As indicated in the eligibility section, each proposal must specify a service area that identifies within it, one (1) or more catchment areas that have a significant need and that is defined by specific geographical indicators (e.g., square blocks, square miles, or geographic boundaries of a neighborhood, city or county).

The model is best implemented when the service area is small enough to allow meaningful engagement with intended participant populations and strong coordination and implementation among project partners.

Specialized Training:

Training must be provided to improve officers' responses to people with mental illnesses. Programs may differ in the amount of training they offer: some may choose to provide comprehensive training to all officers, some may provide this training only to a subset, and some may choose to provide basic training to everyone in combination with more comprehensive training to a subset. At a minimum, a group of officers sufficient to cover all time shifts and geographic districts should receive extensive skills and knowledge training that builds on the more cursory information routinely given on the topic of behavioral health at recruiting and in-service trainings.

The specialized training should provide officers with an improved understanding of the following: mental and substance use disorders and their impact on individuals, families, and communities; signs and symptoms of mental and substance use disorders; stabilization and de-escalation techniques; disposition options; community resources; and legal issues. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem-solving exercises. Behavioral health personnel and other stakeholders should be invited to participate in the specialized training to help improve cross-system understanding of agencies' roles and responsibilities, as well as to convey any requirements for accessing community-based services. Similarly, additional cross-training should be provided to improve the behavioral health professionals' understanding of law enforcement issues, safety in the form of ride-alongs and other opportunities to see policies translated into action.

Call Taker and Dispatcher Protocols:

When 911 or other call takers receive a request for service they suspect involving a person with a behavioral health disorder, a protocol to gather the following should be created as part of the program:

1. Descriptive information on the person's behavior;
2. Whether the individual appears to pose a danger to him- or herself or others;
3. Ascertain whether the person possesses or has access to weapons;
4. Asking the caller about the person's history of mental health or substance abuse treatment, violence, or victimization.

All call takers should receive training on how to collect the most useful information quickly. To supplement this training, behavioral health provider members should develop a concise list of questions for call takers to have on hand when answering service requests that seem to involve someone with a behavioral health disorder.

Call takers and dispatchers must have an understanding of the purpose of the Co-Responder Services Program and how it works—particularly what types of calls for service should be directed to particular officers or teams. Dispatchers must be provided with up-to-date information on staffing patterns during all shifts and over all geographic areas that identify law enforcement or behavioral health responders designated to respond to calls that appear to involve a person with a behavioral health disorder.

Stabilization, Observation and Disposition

Co-Responder Service Programs are designed to resolve officers' encounters with people with behavioral health disorders safely and, when appropriate, link these individuals to supports and services that reduce the chances for future interactions with the criminal justice system. The success of these interactions is contingent on officers' using tactics that safely de-escalate situations involving someone who is behaving erratically or is in crisis. The high prevalence of trauma histories in this population requires the use of trauma-informed responses. In addition to de-escalating the incident, responding officers should assess whether a crime has been committed and observe the person's behavior within the given circumstances to determine if mental illness may be a factor. Officers should draw upon expertise acquired in specialized training and from their experiences to identify signs and symptoms of behavioral health needs. Officers must ascertain whether the person appears to present a danger to him- or herself or others. To assist in this determination, officers may gather information from knowledgeable individuals at the scene, including the behavioral health co-responders.

Officers must make disposition decisions based on their observations, information they gather at the scene, and their knowledge of community services and legal mandates. For example, such programs might promote alternatives to incarceration for eligible individuals. If a person has come to the attention of law enforcement because of behaviors that appear to result from a mental illness and no serious crime has been committed, guidelines and protocols consistent with existing law should enable officers to divert the individual to supports and services. When a serious crime has been committed, the person should be arrested.

To make these decisions, officers must be familiar with available community resources—particularly any 24-hour walk-in centers or emergency rooms that can receive individuals in mental health crises. Officers also must understand Colorado's criteria for involuntary commitment or mental health hold to make appropriate decisions regarding

whether to detain and transport the person to a facility where he or she can undergo an emergency mental health evaluation or withdrawal management services. Officers must take into consideration both the individual's treatment needs and civil liberties and should pursue voluntary compliance with treatment whenever possible.

Transportation and Custodial Transfer

Law enforcement is authorized to provide transportation for people who are under arrest or who they believe meet the criteria for emergency evaluation (whether the evaluation is voluntary or involuntary). These individuals are in law enforcement custody, and rules and regulations regarding restraints in custodial situations apply.

The Steering Committee shall identify facilities that are capable of assuming custodial responsibility, are available at all times, and have personnel qualified to conduct a mental health evaluation.

Protocols should ensure that medical clearance is achieved in a timely manner and that people brought by law enforcement are never turned away. If law enforcement responders determine that the person with a mental illness should be arrested and officers take the person to jail or lockup, then qualified staff should be available to screen the arrestee at intake for mental health status, medication needs, and suicide risk.

In noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers determine he or she would benefit from services and support, officers should try to connect the individual with a friend or family member, peer support group, or treatment crisis center. Similarly, officers should seek to engage the services of the individual's current mental health provider or a crisis team.

Information Exchange and Confidentiality

The Steering Committee should carefully consider the type of information needed and existing barriers to its exchange and then develop procedures (and in some cases MOUs) to ensure that essential information is shared in an appropriate manner. These protocols should be reviewed during cross-training sessions, which will provide law enforcement and behavioral health professionals an opportunity to develop relationships with their counterparts and learn why they need certain information. Agency leaders also can explore the possibility of linking information systems to share certain information either on an ongoing or a one-time basis.

Information should be shared in a way that protects individuals' confidentiality rights as mental health and substance use treatment consumers and constitutional rights as potential defendants.

The Steering Committee should determine which personnel have the authority to request and provide information about an individual's behavioral health and criminal history. In general, behavioral health records should be maintained by behavioral health professionals. Information exchanges should be limited strictly to what is needed to inform an appropriate incident response or disposition, and officers should focus on documenting observable behaviors only. All communications must comply with state and federal laws requiring the

confidentiality of mental health and substance use treatment records, such as the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR. Cross-training should ensure that program staff understand relevant Colorado and federal regulations about issues such as how medical information is released, secured, and retained.

Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive). Individuals should be asked if an advance directive exists, and if so what the instructions are and who should be contacted to verify this information.

Treatment, Supports and Services

Co-Responder Services Programs provide an opportunity to link individuals to community based behavioral health supports and services that promote long-term wellness and reduce the chance of future negative encounters with officers.

When law enforcement responders bring individuals who are not under arrest to licensed mental health professionals at a receiving facility, qualified staff shall conduct a mental health evaluation; assess the contributions of mental illness, substance abuse, and other medical conditions to current behavior; and manage crisis situations. With their knowledge of available community-based treatment resources, behavioral health partners can then link the individual to needed supports and services.

The Steering Committee shall consider how the program can help connect individuals with co-occurring disorders to integrated treatment and should advocate for greater access to this.

Organizational Support

A program “champion” in a position of authority within the law enforcement agency and with a demonstrated commitment to the Co-Responder Services Program should be identified to serve as the agency’s representative on the Program Coordination Group and be the program’s representative within the agency.

Officers should be encouraged to volunteer for the program’s assignments when possible, rather than mandatory assignments. Leaders are encouraged to modify officers’ performance evaluations to take into account the initiative’s unique objectives. As with other successful law enforcement problem-solving efforts, personnel performance should be evaluated and rewarded based on officers’ success collaborating with and making referrals to community partners, addressing the underlying causes of calls for service, and taking measures that reduce the need for force.

Agency leaders may use funds to adjust officers’ schedules, devote funds to specialized program training, and revise deployment strategies to maximize the availability of trained law enforcement responders across shifts and geographic areas.

Agencies shall develop standard operating procedures specific to processes and roles and responsibilities within the program.

Program Evaluation and Sustainability

The Steering Committee shall identify performance measures based on program goals; these measures should consider quantitative data on key aspects of program operation, as well as qualitative data on officers' and community members' perceptions of the program. If available, the program shall aggregate baseline data before program implementation for later comparisons with new program information.

Data to be collected shall focus on questions reflecting the program's critical elements such as:

- The number of injuries and deaths to officers and civilians;
- Officer response times;
- The number of incidents to which specially trained officers responded;
- The number of repeat calls for service; officers' disposition decisions, such as linking a person with services; and time required and method used for custodial transfer.

Data should be used to refine program operations as needed, as well as review individual case outcomes and determine if follow-up by a mental health professional is warranted.

A successful Co-Responder Services Program requires the development of an integrated system for delivering services so that participants can easily access care, partners can seamlessly deliver services, and information can be readily shared among all of the Co-response team members. This will require the Co-Responder team partners to clear channels of communication and engage in information sharing that is often traditionally blocked between government agencies and community organizations. It also requires strong data capacity and information-sharing agreements and protocols among diverse stakeholders and divergent systems.

Funding may be used, but is not limited, to supporting any of the following:

- Project management and community engagement
- Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
- Outreach and direct service costs for services
- Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
- Training and technical assistance from experts in the implementation of Co-Responder programs in other jurisdictions
- Collecting and maintaining the data necessary for program evaluation

Program Manager

A program manager is essential to the success of the Co-Responder model. Offerors will need to develop a process by which they will select a program manager, identify his/her roles, responsibilities and authority, and develop a management plan that supports both the Steering Committee and the Program Coordination Group. Ideally, the program manager should play a neutral role and may be employed by the offeror agency.

Program Coordination Group

A Program Coordination Workgroup is a key integral part of the Co-Responder model to ensure collaboration and communication among the Steering Committee, project manager, case managers, law enforcement officers, behavioral health service providers, prosecutors, community members, and others who have an investment in the implementation of the project. The Program Coordination Group will work to address system barriers, assess and improve progress, and establish collaborative case planning approaches. Each Offeror will be required to develop a process for developing a Program Coordination group to guide and support the project.

Project Work Plan (Exhibit D – Project Work Plan)

Each offeror must develop a Project Work Plan as part of this application process. The Project Work Plan identifies measurable goals and objectives, a project implementation timeline including implementation milestones, as well as the processes and responsible parties necessary to accomplish the goals and objectives. Definitions and examples of goals and objectives can be found in Exhibit D.

Evidence-based and Data-Driven Approaches⁸

OBH is committed to supporting programs, practices, and strategies that are rooted in evidence and supported by data to produce better outcomes for the criminal and juvenile justice systems, and for the individuals who are involved in those systems.

Offerors seeking funding through this RFA process will be required to demonstrate that services are directly linked to the implementation of evidence-based and promising practices and strategies that reduce recidivism. The following information is offered to help offerors in understanding the OBH's broad view of evidence-based and promising practices that are supported by data and research:

The concept of evidence-based practices was developed outside of the criminal justice arena and is commonly used in other applied fields such as medicine, nursing and social work. In criminal justice, this term emphasizes measurable outcomes, and ensuring services and resources are actually effective in promoting rehabilitation and reducing recidivism. On a basic level, evidence-based practices include the following elements:

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involves using research and scientific studies to identify interventions that reliably produce significant reductions in recidivism when correctly applied to target populations through the use of the following four (4) principles of effective intervention:

- Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting higher risk individuals.

⁸ Lowenkamp and Latessa, 2003, Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b; Center for Criminal Justice Research and the Corrections Institute at the University of Cincinnati, Correctional Program Checklist Assessment

- Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
- Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
- Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes but is not limited to:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches that includes cultural and linguistic competencies;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs/responsivity assessment tools;
- Data collection and analysis;
- Use of case management strategies;
- Use of programs known to produce positive criminal justice outcomes;
- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs, service delivery, and policies;
- A “systems change approach” to develop collaborations so tasks, functions and sub-units work effectively together and not at cross-purposes; and
- A focus on sustainability.

In discussions of evidence-based practices in criminal justice, it is common to distinguish between programs, strategies and promising practices/approaches.

Programs are designed to change the behavior of individuals in the criminal justice system and are measured by individual-level outcomes. For example, programs aiming to reduce substance use and antisocial behavior include Cognitive Behavioral Therapy, Behavioral Programs and Social Skills Training.

Strategies may include programs to change individual behavior; however, this term is often used to describe a general intervention approach that supports larger community or organizational level policy objectives. For example, case management is applied to improve the overall effectiveness and efficiency of criminal and juvenile justice agencies, while pretrial assessment is designed to enable informed decisions about which arrested defendants can be released pretrial without putting public safety at risk. Strategies can also refer to the application of effective practices that are correlated with a reduction in recidivism, such as the use of assessment tools, quality assurance protocols, and delivery of interventions by qualified and trained staff.

Promising practices/approaches, for purposes of this program, work, can be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to conclude the success was due to the program or that it is highly likely to work if carried out in the offeror’s circumstances. The difference between evidence-based and promising practices/approaches is a difference in degree on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods used.

Offerors seeking to implement promising programs, approaches or strategies must describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the application for funding.

Offerors can find information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at www.samhsa.gov/ebpwebguide as well as in Exhibit Q of this RFA.

Ramp-up Period for Project Development

OBH is aware that due to the complexities involved in coordinating the launch of a Co-Responder program, some offerors may not be ready for immediate implementation on the first day of the program period. To assist offerors with the time needed for program development, a ramp-up period of up to three (3) months will be permitted, at which time the program will be expected to have all required partnerships and contracts finalized and ready to begin program operations.

Consensus Building and Training

Building consensus requires both time and commitment from all partners to cultivate acceptance and develop new skills and approaches in protocol and philosophy of the Co-Responder model. In order to successfully launch the program by month three (3), it is essential that offerors develop a plan for training law enforcement officers and behavioral health providers on the mechanics of making referrals, call taker and dispatch protocols, co-responder response process and data-sharing.

General Requirements

Quarterly Progress Reports

Contract award recipients are required to provide relevant program information and data by submitting quarterly progress reports 20 days after a quarter end to OBH in the format template to be provided upon contract implementation by OBH. Progress reports are a critical element in OBH's monitoring and oversight process. Offerors that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the resulting contract from this RFA and LEAD Work Plan could be subject to withholding of funds.

Co-Responder Services Program Kick-Off Meeting

Following the start of the contract, OBH staff will conduct a Kick-Off Meeting in Denver (at a date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other contract management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, and individuals tasked with data collection and evaluation are in attendance. In the case of the Co-Responder Services Program, key stakeholders and supervisor-level law enforcement partners are encouraged to attend. RFA recipients may use their project funds for travel-related expenditures such as airfare, mileage, meals, lodging and other per diem costs. Offeror's should include anticipated costs in the budget section of the proposal under the "Other" category.

Program Monitoring

OBH's staff will conduct periodic monitoring of each program to assess whether the project is in compliance with contract requirements, making progress toward program objectives, and to provide technical assistance, as needed, regarding fiscal, programmatic, evaluation, and administrative requirements.

Discretionary Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

Overview

Grant Name Law Enforcement and Behavioral Health Partnerships (Co-Responder Services Program)

Grantor: Colorado Department of Human Services, Office of Behavioral Health

Amount applied for \$326,500, per year, renewable for 4.5 years

Application/submission deadline: November 2, 2017

Does application/proposal require/imply acceptance? Yes

Office/Department/Division applying Arapahoe County Sheriff's Office

Grant period (time to expend funds) 1/1/18 – 6/30/22

New grant X Renew existing _____ Expand existing _____

Previous grant name and dates, if applicable _____

Federal grant _____ If so, federal agency _____

If so, CFDA #(s) _____

If on grants.gov, Opportunity # _____

State grant X If so, state agency CDHS OBH _____

Are federal funds passed through _____

If so, CFDA #(s) _____

Apply via COGMS online? _____

Other grantor _____

Benefits

What is grant expected to accomplish? Provide an alternative response modality for emergency law enforcement calls involving individuals displaying signs of a behavioral health disorder, rather than criminal activity. _____

How does it align with County and department goals and objectives? This goal is commensurate with Service First, and Fiscal Responsibility _____

How will success be measured: Jail days saved, patrol deputy time saved, participants treated, reduction in repeated calls for service from/about the same individuals _____

What constituency is expected to benefit? Citizens of Arapahoe County _____

New service X Existing service _____ Expanded service _____

Alternatives to using grant to accomplish this benefit: Continue current patrol and public safety operations _____

Cost/Budget

Matching funds

Matching funds required – Cash _____ In-kind _____ Funding source _____

FTE's

New FTE's? 2 Duration 4.5 years _____

If not grant funded, describe funding plan N/A _____

Are benefits covered? Yes How much? Full If not, plan to cover _____

Describe any potential workman's comp risk Same as for Sheriff's Deputies _____

If occurred, plans to fund General fund _____

Anticipated unemployment costs when termed N/A _____

Discretionary Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

Plans to fund unemployment or workman's comp after grant is closed _None__

Describe space and equipment available for new FTE _ACSO Headquarters__

Are additional space or equipment costs covered in grant? _Yes_____

Fixed/capital asset

Describe asset _____ N/A_____

Estimated dollar amount & how derived _____ N/A_____

Did process of estimating costs meet federal or grant requirements? _N/A_____

Specific purchasing requirements _____

Requirements for use of asset _____

Requirements for disposition of asset _____

Plan to replace when expired? ____ When? ____ How? _____ How much? ____

Plan for funding IG rents _____

IT hardware/software _____

Anticipated implementation costs and how funded _____

Anticipated implementation timeline _____ Corroborated with IT? _____

Priority ranking _____

Staff dedicated to implementation _____

Anticipated asset maintenance costs _____ Plan to fund them _____

Advance or reimbursement grant ____ Reimbursement_____

If reimbursement, how often will requests be filed Invoice to state monthly _____

Is there a time frame to be met after which it becomes nonreimbursable? _No_

How plan to meet that deadline Monthly and Quarterly Reports _____

How plan to fund nonreimbursable expenditures _General_____

Allowable costs

Anticipated administration costs _____ 10%_____

What are allowable costs for reimbursement _____ 10%_____

If subject to single audit, will grant pay fees? _____ No _____

If audit and admin costs are not covered, plans for funding them General Fund____

Compliance Requirements

Does the grant require:

EEOP _____ No _____

Drug-free workplace ____ No _____

Davis-Bacon _____ No _____

Minority & women owned preferences or Historically Underutilized Business
(HUBS) purchases _____ NO _____

Does acceptance of the grant obligate the County to provide goods/services/service
levels/standards beyond the grant period or funding? _____ No _____

If so, describe _____

Plans for funding _____

Other compliance requirements specific to this grant _____

Impact on County Operations

Does the grant require IT support to implement or support? ____ No _____

Describe plans _____

Describe plans for tracking and reporting ____ Criminal Justice Planning – Community
Resources Department _____

Discretionary Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

Requesting Finance to assist in setting up grant tracking system in SAP IO's
Describe the training and experience of the staff responsible for the tracking and reporting of this grant _Planners have extensive educational attainment____
Does the grant require FFM assistance for additional space for FTE or equipment
Describe plans ___No_____
Will the grant require any change in County or department/office policy? _Yes____
If so, describe _Dispatch/Emergency response protocols will be amended
Describe any other potential impact on other departments/offices ___N/A__

Other Considerations

Is there an automatic renewal in subsequent years? ___Yes up to 4 years_____
Is it a regional grant benefiting more than just Arapahoe County ___No_____
If so, describe _____
Is the County acting as fiscal agent? ___No_____
If so, attach narrative describing entities covered, responsibilities, how admin costs are funded, benefits & exposure _____
Are funds being passed through to another agency/partner/subgrantee? _Yes____
If so, describe Will contract with Aurora Mental Health Center to provide on-site clinicians to work with patrol deputies
Describe plans to monitor subgrantee compliance Criminal Justice Planners will produce period reports, Program Steering Committee Established to monitor_____
Are others participating in costs? _No__ How? _____
Are there any other potential liabilities ___Nothing more than usual for ACSO____
Name and title of person authorized/responsible for
Grant application _Glenn Thompson, Public Safety Bureau Chief_____
Required reporting _Todd Spanier, Criminal Justice Planning Coordinator
Reimbursement requests _TBD_____
Plan for approval
Drop-in _____
Study Session _X_____
Dept/Office signature only _____

Staff Contacts Involved in Evaluation Process

Dept/Office applying for grant ___ACSO_____
Attorney's Office ___Erin Powers_____
Attorney's Office – Risk Mgmt _____
Facilities & Fleet Management _____
Finance – Grants _____
Finance – Budget _____Todd Weaver_____
Finance – Purchasing _____
HR _____
IT _____

Attachments

Discretionary Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

List attachments

Grant application form X _____
Grant application instructions X _____
Specific compliance requirements _____
Other, describe _____

Signature

Grant submitted by

Name Glenn Thompson _____
Title Chief, Public Safety Bureau _____
Elected Official/Department Director/Designee Sheriff Walcher _____
Date 10/19/17 _____

Reviewed by

County Attorney's Office
Name Tiffanie Bleau _____
Title Assist. County Attorney _____
Date 10/19/17 _____
Comments _____

Finance Department

Accounting – Grants

Name _____
Title _____
Date _____
Comments _____

Budget

Name Todd Weaver _____
Title Budget Manager _____
Date 10/19/17 _____
Comments _____

Purchasing

Name _____
Title _____
Date _____
Comments _____

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the application for and for the Arapahoe County Sheriff to accept the subsequent grant award from the State of Colorado Department of Human Services, Office of Behavioral Health to develop a Co-Responder Program.

The vote was

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

Board Summary Report

Date: October 20, 2017
To: Board of County Commissioners
Through: Ron Carl, County Attorney
From: Robert Hill, Assistant County Attorney
Subject: Proposed Oil and Gas Leases of County Right-of-Way with ConocoPhillips (4 Resolutions)

Purpose and Recommendation

Conoco Phillips has proposed four (4) oil and gas leases of minerals rights associated with certain County owned property used for road rights-of-way and consisting of a total of 18.2455 acres, more or less. It is recommended that the Board approve the four leases and authorize the Chair to sign the four offer letters and associated leases.

Background and Discussion

When the County acquired the properties associated with and described in these leases for road use, the mineral rights were not reserved and consequently the County acquired the mineral rights under the deed of conveyance. Conoco Phillips has proposed to lease these mineral rights underlying the road rights-of-way.

The leases proposed by Conoco are for three (3) year terms with a two (2) year renewal option, do not allow for surface operations on the roads, and provide for a \$2000/net acre bonus payment and 20% royalty payment to the County. The proposed leases are for the following properties, which are more fully described in the leases:

Lease #1

1. Township 4 South, Range 64 West, Section 8 - 0.9090 acres
2. Township 4 South, Range 64 West, Section 8 - 3.63 acres
3. Township 4 South, Range 64 West, Section 8 - 1.83 acres

Lease #2

1. Township 4 South, Range 65 West, Section 5 - 1.80 acres

Lease #3

1. Township 4 South, Range 65 West, Section 6 - 0.31 acres
2. Township 4 South, Range 65 West, Section 6 - 0.29 acres
3. Township 4 South, Range 65 West, Section 6 - 0.674 acres
4. Township 4 South, Range 65 West, Section 6 - 0.16 acres
5. Township 4 South, Range 65 West, Section 6 - 0.16 acres

6. Township 4 South, Range 65 West, Section 6 - 3.6363 acres
7. Township 4 South, Range 65 West, Section 6 - 1.21 acres

Lease #4

1. Township 4 South, Range 65 West, Section 6 - 0.9090 acres
2. Township 4 South, Range 65 West, Section 6 - 2.7272 acres

The above leases and the associated offer letters are attached with this Board Summary Report.

Links to Align Arapahoe

Optimize use of financial assets and use of resources.

Alternatives

If the leases are not approved, the County's property will likely be force pooled by the Oil and Gas Conservation Commission on less favorable terms than offered in the proposed lease.

Fiscal Impact

The County will receive one time bonus payments and on-going royalty payments as revenue under the leases.

Reviewed By

Not applicable.

Draft Resolutions

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve an oil and gas lease for certain County owned right-of-way consisting of 6.369 total acres for property located in Township 4 South, Range 64 West, Section 8, by and between Arapahoe County and Conoco Phillips Company, pursuant to the terms contained therein and subject to approval as to form by the County Attorney's Office.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion passed and so ordered.

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve an oil and gas lease for certain County owned right-of-way consisting of 1.80 acres for property located in Township 4 South, Range 65 West, Section 5, by and between Arapahoe County and Conoco Phillips Company, pursuant to the terms contained therein and subject to approval as to form by the County Attorney's Office.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion passed and so ordered.

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve an oil and gas lease for certain County-owned right-of-way consisting of 6.4403 total acres for property located in Township 4 South, Range 65 West, Section 6, by and between Arapahoe County and Conoco Phillips Company, pursuant to the terms contained therein and subject to approval as to form by the County Attorney's Office.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion passed and so ordered.

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve an oil and gas lease of certain County-owned right-of-way consisting of 3.6362 total acres for property located in Township 4 South, Range 65 West, Section 6, by and between Arapahoe County and Conoco Phillips Company, pursuant to the terms contained therein and subject to approval as to form by the County Attorney's Office.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion passed and so ordered.



#1
Jake P. Stephenson
Associate Landman
ConocoPhillips Company
600 North Dairy Ashford
Houston, TX 77079-1175
Office EC3-06-W305

October 10, 2017

The Board of County Commissioners of Arapahoe County
5334 S. Prince Street
Littleton, CO 80120

RE: Paid Up Oil, Gas & Mineral Lease Offer
Section 8, Township 4 South, Range 64 West, 6th P.M.
Arapahoe County, Colorado

Nancy N. Sharpe,

ConocoPhillips Company ("COPC") requests the execution of the enclosed Paid Up Oil, Gas & Mineral Lease covering those lands in Arapahoe County, Colorado referenced above. Offer terms consist of a three (3) year primary term and two (2) year option to extend at a rate of two thousand two hundred fifty dollars (\$2,000.00) per net mineral acre. The lease provides for a twenty-percent (20%) royalty.

Based on our understanding of your present ownership, our offer is calculated as follows: **6.369 net mineral acres x \$2,000.00 per net mineral acre = \$12,738.00** ("Bonus Consideration"),

The Bonus Consideration will be tendered to Arapahoe County, subject to our verification and approval of title, within 30 days of receipt of the following executed items:

- 1) Two (2) notarized originals of the enclosed Paid Up Oil, Gas & Mineral Lease
- 2) This Paid Up Oil, Gas & Mineral Lease Offer Letter
- 3) W-9 Form

This offer may be revoked by COPC at any time prior to our receipt of the executed items. Absent The Board of County Commissioners of Arapahoe Counties prior acceptance or COPC's revocation, this offer will expire on **November 1, 2017, at 5:00PM Central Time.**

In submitting this offer and the proposed payment amount, COPC makes no representation or warranty, either express or implied, as to actual or future value of the Lease.

Should you have any questions, please feel free to contact me by phone at (832) 486-3237 or by email at Jake.P.Stephenson@conocophillips.com.

Respectfully,

Jake Stephenson
Associate Landman

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2017.

LESSOR: Arapahoe County

By: _____

Name: Nancy N. Sharpe
Title: Chair of Board of County Commissioners

PAID UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 27th day of September, 2017, between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor (whether one or more), whose address is 5334 S. Prince Street, Littleton, CO 80120, and ConocoPhillips Company, as Lessee, whose address is 600 North Dairy Ashford, Houston, TX 77079

1. **Description.** Lessor, in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids, including salt water, or gases into non-freshwater bearing formations underlying the leased premises, the following described land together with any reversionary rights, riparian rights and after-acquired interests therein (the "leased premises") in Arapahoe County, Colorado, to-wit:

See Addendum attached hereto and by this reference made a part thereof.

This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 6.369 acres, whether it actually comprises more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of three (3) years from the effective date of this lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment.** Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled or unitized therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled or unitized therewith, then within thirty (30) days after the expiration of said ninety (90) day period, Lessee covenants to pay or tender, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that covered minerals are being produced from the leased premises. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this shut-in provision. Each such payment or tender shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in PAID TO LESSOR Bank at N/A or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations.** Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof.

5. **Pooling.** Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed twelve hundred and eighty (1280) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit, provided that if after creation of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the

type of well for which the pooled unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. **Unitization.** Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the lease premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal laws and with the orders, rules, and regulations of State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and, in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit, provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or, (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit, or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. **Ancillary Rights.** In exploring for, developing, producing and marketing covered minerals, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the free right of ingress and egress along with the right to conduct Operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations and any other Operations on the leased premises, lands pooled or unitized therewith or lands adjacent thereto, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, dispose of, store, process, treat and transport production and associated fluids in connection with said wells. In connection with Lessee's Operations, Lessee's ancillary rights granted herein shall apply to both surface and subsurface of (a) the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, (b) all lands pooled or unitized with the leased premises, and (c) any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. Such ancillary rights include, but are not limited to, the right to use the subsurface of the leased premises in connection with a well to be drilled under but bottomed off the leased premises. No surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent. In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within one (1) year following the expiration hereof.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. **Regulation and Delay.** Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material rigs, fracking services, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

13. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and

Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this lease) of the property affected.

14. **Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing water wells on the leased premises.

15. **Option to Extend.** Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Two (2) years on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 100% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the (2) years of the extended term, and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. **Preferential Right.** If during the term of this lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. **Miscellaneous**

(a) **Entire Agreement.** This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease and any implied covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) **Captions.** The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.

(c) **Severability.** If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

(d) **Choice of Law.** THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) **Counterparts.** This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

LESSOR

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado

X _____

By: Nancy N Sharpe

Its: Chair of Board of County Commissioners

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2017, before me, personally appeared Nancy N. Sharpe, known to me to be the Chair of Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado the corporation that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

COLORADO - ADDENDUM

Attached to and made part of that certain
Paid Up Oil, Gas & Mineral Lease dated September 27, 2017

By and between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor, and
ConocoPhillips Company, as Lessee.

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

LEASED PREMISES

Arapahoe County, CO

TOWNSHIP 4 SOUTH, RANGE 64 WEST, 6TH P.M.

Section 8: North thirty feet of NW/4NE/4
Containing 0.9090 acres, more or less

Beginning at the SW corner of said Section 8: Thence S88°55'08" E along the South line of said SW/4 a distance of 2657.69 feet to the South Quarter Corner of said Section 8; Thence N00°40'54" E along the East Line of said SW/4 a distance of 30.00 feet; Thence N88°55'08" W along a line 30.00 feet North of and parallel with the South Line of said SW/4 a distance of 2627.70 feet to a point 30.00 feet East of, as measured perpendicularly, the West Line of said SW/4; Thence N00°40'13" E along a line 30.00 feet East of and parallel with the West Line of said SW/4 a distance of 2612.91 feet to a point on the North Line of said SW/4; Thence N88°55'29" W along the North Line of said SW/4 a distance of 30.00 feet to the West Quarter Corner of said Section 8; Thence S00°40'13" W along the West Line of said SW/4 a distance of 2642.91 feet to the Point of Beginning.
Containing 3.63 acres, more or less

Beginning at the SE corner of said Section 8: Thence N00°46'52" E along the East line of said SE/4 a distance of 30.00 feet. Thence departing said East Line N88°55'01" W along a line 30.00 feet North of and parallel with the South Line of said SE/4 a distance of 2657.52 feet to a point on the West Line of said SE/4. Thence S00°40'54" W along said West Line a distance of 30.00 feet to the South Quarter Corner of said Section 8. Thence S88°55'01" E along the South Line of said SE/4 a distance of 2657.46 feet to the Point of Beginning.
Containing 1.83 acres, more or less

NO SURFACE OPERATIONS

Lessee is prohibited from drilling on the leased land, from performing any other surface operations on the leased land, and is expressly agreed and understood that any such well must be located on property other than the leased premises. It is further agreed and understood that Lessee shall have the right to drill and operate directional and/or horizontal wells under said land, irrespective of the bottom hole locations of said wells and to have access to the road rights-of-way. Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional and/or horizontal wells. Without Lessor's written consent, Lessee shall not lay any pipelines, erect any structures, or otherwise disturb the surface of the leased premises. Lessee will not interfere with the Lessor's use of the leased land as a road right-of-way.

VERTICAL PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.

NO WARRANTY

Lessor does not warrant title to the leased premises. This lease is subject to all prior liens, encumbrances and grants of record and to all apparent easement and other uses.

SHUT-IN ROYALTY

After the end of the primary term, this lease may not be maintained in force solely by reason of shut-in royalty payments, as provided heretofore, for any period exceeding more than two (2) consecutive years.

COST-FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development, and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled or unitized therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled or unitized therewith.

NOTICE OF ASSIGNMENT

Less shall notify Lessor in writing of Lessee assigns all or a portion of this lease, or an undivided interest therein, to a third party(s).

CONSENT TO ASSIGN

Lessee shall not assign this lease in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee make a written request for consent to make an assignment from Lessor and Lessor fails to respond in writing within thirty (30) days from receipt of the request, it shall be deemed that the Lessor consented to the assignment and Lessee shall be free to make such assignment.

INDEMNITY

Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and cost arising out of claims by persons or entities, other than Lessor and its invitees, for injury to person or property directly caused by Lessee's operations conducted hereunder.

Signed For Identification Purposes:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado a body corporate and politic of the County of Arapahoe and State of Colorado.

X _____

By: Nancy N. Sharpe

Its: Chair of Board of County Commissioners

#2



Jake P. Stephenson
Associate Landman
ConocoPhillips Company
600 North Dairy Ashford
Houston, TX 77079-1175
Office EC3-06-W305

October 10, 2017

The Board of County Commissioners of Arapahoe County
5334 S. Prince Street
Littleton, CO 80120

RE: Paid Up Oil, Gas & Mineral Lease Offer
Section 5, Township 4 South, Range 65 West, 6th P.M.
Arapahoe County, Colorado

Nancy N. Sharpe,

ConocoPhillips Company ("COPC") requests the execution of the enclosed Paid Up Oil, Gas & Mineral Lease covering those lands in Arapahoe County, Colorado referenced above. Offer terms consist of a three (3) year primary term and two (2) year option to extend at a rate of two thousand two hundred fifty dollars (\$2,000.00) per net mineral acre. The lease provides for a twenty-percent (20%) royalty.

Based on our understanding of your present ownership, our offer is calculated as follows: **1.80 net mineral acres x \$2,000.00 per net mineral acre = \$3,600.00** ("Bonus Consideration"),

The Bonus Consideration will be tendered to Arapahoe County, subject to our verification and approval of title, within 30 days of receipt of the following executed items:

- 1) Two (2) notarized originals of the enclosed Paid Up Oil, Gas & Mineral Lease
- 2) This Paid Up Oil, Gas & Mineral Lease Offer Letter
- 3) W-9 Form

This offer may be revoked by COPC at any time prior to our receipt of the executed items. Absent The Board of County Commissioners of Arapahoe Counties prior acceptance or COPC's revocation, this offer will expire on **November 1, 2017, at 5:00PM Central Time.**

In submitting this offer and the proposed payment amount, COPC makes no representation or warranty, either express or implied, as to actual or future value of the Lease.

Should you have any questions, please feel free to contact me by phone at (832) 486-3237 or by email at Jake.P.Stephenson@conocophillips.com.

Respectfully,

Jake Stephenson
Associate Landman

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2017.

LESSOR: Arapahoe County

By: _____

Name: Nancy N. Sharpe
Title: Chair of Board of County Commissioners

PAID UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 27th day of September, 2017, between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor (whether one or more), whose address is 5334 S. Prince Street, Littleton, CO 80120, and ConocoPhillips Company, as Lessee, whose address is 600 North Dairy Ashford, Houston, TX 77079

1. **Description** Lessor, in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids, including salt water, or gases into non-freshwater bearing formations underlying the leased premises, the following described land together with any reversionary rights, riparian rights and after-acquired interests therein (the "leased premises") in Arapahoe County, Colorado, to-wit:

See Addendum attached hereto and by this reference made a part thereof.

This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 1.80 acres, whether it actually comprises more or less.

2. **Term of Lease** This lease shall be in force for a primary term of three (3) years from the effective date of this lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days, or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment** Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled or unitized therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled or unitized therewith, then within thirty (30) days after the expiration of said ninety (90) day period, Lessee covenants to pay or tender, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that covered minerals are being produced from the leased premises. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this shut-in provision. Each such payment or tender shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in PAID TO LESSOR Bank at N/A or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations** Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof.

5. **Pooling** Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed twelve hundred and eighty (1280) acres plus a maximum acreage tolerance of ten percent (10%), provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit, provided that if after creation of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the

type of well for which the pooled unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Unitization. Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the lease premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal laws and with the orders, rules, and regulations of State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and, in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit, provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or, (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit, or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. Ancillary Rights. In exploring for, developing, producing and marketing covered minerals, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the free right of ingress and egress along with the right to conduct Operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations and any other Operations on the leased premises, lands pooled or unitized therewith or lands adjacent thereto, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, dispose of, store, process, treat and transport production and associated fluids in connection with said wells. In connection with Lessee's Operations, Lessee's ancillary rights granted herein shall apply to both surface and subsurface of (a) the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, (b) all lands pooled or unitized with the leased premises, and (c) any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. Such ancillary rights include, but are not limited to, the right to use the subsurface of the leased premises in connection with a well to be drilled under but bottomed off the leased premises. No surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent. In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within one (1) year following the expiration hereof.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. Regulation and Delay. Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material rigs, fracking services, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

13. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final unappealable judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and

Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this lease) of the property affected.

14. Existing Wellbores. At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing water wells on the leased premises.

15. Option to Extend. Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Two (2) years on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 100% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the (2) years of the extended term, and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. Preferential Right. If during the term of this lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. Miscellaneous

(a) Entire Agreement. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease and any implied covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.

(c) Severability. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

LESSOR

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado

X _____

By: Nancy N. Sharpe

Its: Chair of Board of County Commissioners

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2017, before me, personally appeared Nancy N. Sharpe, known to me to be the Chair of Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado the corporation that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

COLORADO - ADDENDUM

Attached to and made part of that certain
Paid Up Oil, Gas & Mineral Lease dated September 27, 2017

By and between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor, and
ConocoPhillips Company, as Lessee.

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

LEASED PREMISES

Arapahoe County, CO

TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.

Section 5: Beginning at a point from whence the NE corner of Section 5, Township 4 South, Range 65 West of the 6th P.M., Arapahoe County, Colorado bears N. 46 degrees 48' E. a distance of 42.4 feet; which corner is station 421+89.9 of the center line of Federal Aid Project No. 149-B. Thence N. 88 degrees 12' W., a distance of 3938.8 feet more or less, thence S. 1 degree 48' W., a distance of 20.0 feet more or less, thence S. 88 degrees 12' E., a distance of 3938.8 feet more or less, thence N. 1 degree 48' E., a distance of 20.0 feet more or less, to point of beginning.
Containing 1.80 acres more or less

NO SURFACE OPERATIONS

Lessee is prohibited from drilling on the leased land, from performing any other surface operations on the leased land, and is expressly agreed and understood that any such well must be located on property other than the leased premises. It is further agreed and understood that Lessee shall have the right to drill and operate directional and/or horizontal wells under said land, irrespective of the bottom hole locations of said wells and to have access to the road rights-of-way. Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional and/or horizontal wells. Without Lessor's written consent, Lessee shall not lay any pipelines, erect any structures, or otherwise disturb the surface of the leased premises. Lessee will not interfere with the Lessor's use of the leased land as a road right-of-way.

VERTICAL PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.

NO WARRANTY

Lessor does not warrant title to the leased premises. This lease is subject to all prior liens, encumbrances and grants of record and to all apparent easement and other uses.

SHUT-IN ROYALTY

After the end of the primary term, this lease may not be maintained in force solely by reason of shut-in royalty payments, as provided heretofore, for any period exceeding more than two (2) consecutive years.

COST-FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development, and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled or unitized therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled or unitized therewith.

NOTICE OF ASSIGNMENT

Less shall notify Lessor in writing of Lessee assigns all or a portion of this lease, or an undivided interest therein, to a third party(s).

CONSENT TO ASSIGN

Lessee shall not assign this lease in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee make a written request for consent to make an assignment from Lessor and Lessor fails to respond in writing within thirty (30) days from receipt of the request, it shall be deemed that the Lessor consented to the assignment and Lessee shall be free to make such assignment.

INDEMNITY

Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and cost arising out of claims by persons or entities, other than Lessor and its invitees, for injury to person or property directly caused by Lessee's operations conducted hereunder.

Signed For Identification Purposes:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado a body corporate and politic of the County of Arapahoe and State of Colorado.

X _____

By: Nancy N. Sharpe

Its Chair of Board of County Commissioners

#3



Jake P. Stephenson
Associate Landman
ConocoPhillips Company
600 North Dairy Ashford
Houston, TX 77079-1175
Office EC3-06-W305

October 10, 2017

The Board of County Commissioners of Arapahoe County
5334 S. Prince Street
Littleton, CO 80120

RE: Paid Up Oil, Gas & Mineral Lease Offer
Section 6, Township 4 South, Range 65 West, 6th P.M.
Arapahoe County, Colorado

Nancy N. Sharpe,

ConocoPhillips Company ("COPC") requests the execution of the enclosed Paid Up Oil, Gas & Mineral Lease covering those lands in Arapahoe County, Colorado referenced above. Offer terms consist of a three (3) year primary term and two (2) year option to extend at a rate of two thousand two hundred fifty dollars (\$2,000.00) per net mineral acre. The lease provides for a twenty-percent (20%) royalty.

Based on our understanding of your present ownership, our offer is calculated as follows: **6.4403 net mineral acres x \$2,000.00 per net mineral acre = \$12,880.60** ("Bonus Consideration"),

The Bonus Consideration will be tendered to Arapahoe County, subject to our verification and approval of title, within 30 days of receipt of the following executed items:

- 1) Two (2) notarized originals of the enclosed Paid Up Oil, Gas & Mineral Lease
- 2) This Paid Up Oil, Gas & Mineral Lease Offer Letter
- 3) W-9 Form

This offer may be revoked by COPC at any time prior to our receipt of the executed items. Absent The Board of County Commissioners of Arapahoe Counties prior acceptance or COPC's revocation, this offer will expire on **November 1, 2017, at 5:00PM Central Time.**

In submitting this offer and the proposed payment amount, COPC makes no representation or warranty, either express or implied, as to actual or future value of the Lease.

Should you have any questions, please feel free to contact me by phone at (832) 486-3237 or by email at Jake.P.Stephenson@conocophillips.com.

Respectfully,

Jake Stephenson
Associate Landman

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2017.

LESSOR: Arapahoe County

By: _____

Name: Nancy N. Sharpe
Title: Chair of Board of County Commissioners

PAID UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 27th day of September, 2017, between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor (whether one or more), whose address is 5334 S. Prince Street, Littleton, CO 80120, and ConocoPhillips Company, as Lessee, whose address is 600 North Dairy Ashford, Houston, TX 77079

1. **Description.** Lessor, in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids, including salt water, or gases into non-freshwater bearing formations underlying the leased premises, the following described land together with any reversionary rights, riparian rights and after-acquired interests therein (the "leased premises") in Arapahoe County, Colorado, to-wit:

See Addendum attached hereto and by this reference made a part thereof.

This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 6.4403 acres, whether it actually comprises more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of three (3) years from the effective date of this lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment.** Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled or unitized therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled or unitized therewith, then within thirty (30) days after the expiration of said ninety (90) day period, Lessee covenants to pay or tender, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that covered minerals are being produced from the leased premises. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this shut-in provision. Each such payment or tender shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in PAID TO LESSOR Bank at N/A or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations.** Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof.

5. **Pooling.** Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed twelve hundred and eighty (1280) acres plus a maximum acreage tolerance of ten percent (10%), provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit, provided that if after creation of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the

type of well for which the pooled unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

6 Unitization. Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the lease premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal laws and with the orders, rules, and regulations of State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and, in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit, provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or, (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit, or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7 Ancillary Rights. In exploring for, developing, producing and marketing covered minerals, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the free right of ingress and egress along with the right to conduct Operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations and any other Operations on the leased premises, lands pooled or unitized therewith or lands adjacent thereto, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, dispose of, store, process, treat and transport production and associated fluids in connection with said wells. In connection with Lessee's Operations, Lessee's ancillary rights granted herein shall apply to both surface and subsurface of (a) the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, (b) all lands pooled or unitized with the leased premises, and (c) any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. Such ancillary rights include, but are not limited to, the right to use the subsurface of the leased premises in connection with a well to be drilled under but bottomed off the leased premises. No surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent. In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within one (1) year following the expiration hereof.

8 Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9 Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10 Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11 Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12 Regulation and Delay. Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material rigs, fracking services, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

13 Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and

Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this lease) of the property affected.

14. Existing Wellbores. At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing water wells on the leased premises.

15. Option to Extend. Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Two (2) years on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 100% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the (2) years of the extended term, and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. Preferential Right. If during the term of this lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. Miscellaneous

(a) Entire Agreement. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease and any implied covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.

(c) Severability. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

LESSOR:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado

X _____

By: Nancy N. Sharpe

Its: Chair of Board of County Commissioners

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2017, before me, personally appeared Nancy N. Sharpe, known to me to be the Chair of Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado the corporation that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

COLORADO - ADDENDUM

Attached to and made part of that certain
Paid Up Oil, Gas & Mineral Lease dated September 27, 2017

By and between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor, and
ConocoPhillips Company, as Lessee.

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

LEASED PREMISES

Arapahoe County, CO

TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.

Section 6: A parcel of land in the E/2W/2NE/4 described as follows: Beginning at a point from whence the Northeast corner of Section 6 bears South 89°06' east a distance of 1989.8 feet, which corner is station 368 plus 98.1 of the center line of Federal Aid Project No. 149-B; thence south 88°14' east a distance of 667.5 feet, more or less; thence S. 1°46' west a distance of 20 feet, more or less; thence north 88°14' west a distance of 667.5 feet, more or less; thence north 1°46' east, a distance of 20 feet more or less to point of beginning.
Containing 0.31 acres, more or less

A parcel of land in the E/2NE/4 described as follows: Beginning at a point from whence the N.E. corner of Section 6 bears N. 46° 46' E. a distance of 42.4 feet; which corner is station 368-98.1 of the centerline of the Federal Aid Project No. 149-B; Thence N. 88°44' W., a distance of 631.1 feet more or less; Thence S. 1°46' W., a distance of 20.0 feet more or less; Thence S. 88°14' E., a distance of 631.1 feet more or less; Thence N. 1°46' E., a distance of 20.0 feet more or less to point of beginning.
Containing 0.29 acres, more or less

A parcel of land in the SE/4SW/4 described as follows: Commencing at the Southeast corner of said SW/4; thence S. 89°56'48" W. a distance of 208.71 feet along the South line of said Section 6; thence N. 00°28'52" E. a distance of 30.00 feet, to the True Point of Beginning; thence S. 89°56'48" W. a distance of 525.29 feet; thence N.00°28'52" E. a distance of 40.00 feet; thence N. 89°56'48" E a distance of 734.00 feet, to the East line of said SW/4; thence S. 00°28'52" W. along said East line, a distance of 40.00 feet; thence S. 89°56'48" W. a distance of 208.71 feet, to the True Point of Beginning.
Containing 0.674 acres, more or less

A parcel of land in the NE/4NE/4 described as follows: Beginning at a point from whence the N.E. corner of Sec 6 bears S. 89°58' E. a distance of 992.6 feet; which corner is station 368+98.1 of the center line of Federal Aid Project No. 149-B; Thence S. 88° 14' E. a distance of 331.0 feet more or less; Thence S. 1°46' W. a distance of 20.0 feet more or less; Thence N. 88°14' W. a distance of 331.0 feet more or less; Thence N. 1°46' E. a distance of 20 feet more or less to point of beginning.
Containing 0.16 acres, more or less

A parcel of land in the NE/4NE/4 described as follows: Beginning at a point from whence the N.E. corner of Sec 6 bears S. 89°58' E. a distance of 992.6 feet; which corner is station 368+98.1 of the center line of Federal Aid Project No. 149-B; Thence N. 88° 14' W. a distance of 330.0 feet more or less; Thence S. 1°46' W. a distance of 20.0 feet more or less; Thence S. 88°14' E. a distance of 330.0 feet more or less; Thence N. 1°46' E. a distance of 20 feet more or less to point of beginning.
Containing 0.16 acres, more or less

A strip of ground thirty (30) feet wide off the West side of the West half (W1/2) of Section 6,
Containing 3.6363 acres, more or less

A parcel of land located in the NW/4 described as follows: Beginning at a point from whence the N.W. corner of Sec 6 bears N. 43° 14' W. a distance of 42.4 feet; which corner is station 315+85.3 of the center line of Federal Aid Project No. 149-B; Thence S. 88°14' E., a distance of 2631.7 feet more or less; Thence S. 1°46' W., a distance of 20.0 feet more or less; Thence N. 88°14' W., a distance of 2631.7 feet more or less; Thence N. 1°46' E., a distance of 20.0 feet more or less.
Containing 1.21 acres, more or less

NO SURFACE OPERATIONS

Lessee is prohibited from drilling on the leased land, from performing any other surface operations on the leased land, and is expressly agreed and understood that any such well must be located on property other than the leased premises. It is further agreed and understood that Lessee shall have the right to drill and operate directional and/or horizontal wells under said land, irrespective of the bottom hole locations of said wells and to have access to the road rights-of-way. Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional and/or horizontal wells. Without Lessor's written consent, Lessee shall not lay any pipelines, erect any structures, or otherwise disturb the surface of the leased premises. Lessee will not interfere with the Lessor's use of the leased land as a road right-of-way.

VERTICAL PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.

NO WARRANTY

Lessor does not warrant title to the leased premises. This lease is subject to all prior liens, encumbrances and grants of record and to all apparent easement and other uses.

SHUT-IN ROYALTY

After the end of the primary term, this lease may not be maintained in force solely by reason of shut-in royalty payments, as provided heretofore, for any period exceeding more than two (2) consecutive years.

COST-FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development, and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled or unitized therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled or unitized therewith.

NOTICE OF ASSIGNMENT

Less shall notify Lessor in writing of Lessee assigns all or a portion of this lease, or an undivided interest therein, to a third party(s).

CONSENT TO ASSIGN

Lessee shall not assign this lease in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee make a written request for consent to make an assignment from Lessor and Lessor fails to respond in writing within thirty (30) days from receipt of the request, it shall be deemed that the Lessor consented to the assignment and Lessee shall be free to make such assignment.

INDEMNITY

Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and cost arising out of claims by persons or entities, other than Lessor and its invitees, for injury to person or property directly caused by Lessee's operations conducted hereunder.

Signed For Identification Purposes:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado a body corporate and politic of the County of Arapahoe and State of Colorado.

X _____

By: Nancy N Sharpe

Its: Chair of Board of County Commissioners

#4



Jake P. Stephenson
Associate Landman
ConocoPhillips Company
600 North Dairy Ashford
Houston, TX 77079-1175
Office EC3-06-W305

October 10, 2017

The Board of County Commissioners of Arapahoe County
5334 S. Prince Street
Littleton, CO 80120

RE: Paid Up Oil, Gas & Mineral Lease Offer
Section 18, Township 4 South, Range 65 West, 6th P.M.
Arapahoe County, Colorado

Nancy N. Sharpe,

ConocoPhillips Company ("COPC") requests the execution of the enclosed Paid Up Oil, Gas & Mineral Lease covering those lands in Arapahoe County, Colorado referenced above. Offer terms consist of a three (3) year primary term and two (2) year option to extend at a rate of two thousand two hundred fifty dollars (\$2,000.00) per net mineral acre. The lease provides for a twenty-percent (20%) royalty.

Based on our understanding of your present ownership, our offer is calculated as follows: **3.6362 net mineral acres x \$2,000.00 per net mineral acre = \$7,272.40** ("Bonus Consideration"),

The Bonus Consideration will be tendered to Arapahoe County, subject to our verification and approval of title, within 30 days of receipt of the following executed items:

- 1) Two (2) notarized originals of the enclosed Paid Up Oil, Gas & Mineral Lease
- 2) This Paid Up Oil, Gas & Mineral Lease Offer Letter
- 3) W-9 Form

This offer may be revoked by COPC at any time prior to our receipt of the executed items. Absent The Board of County Commissioners of Arapahoe Counties prior acceptance or COPC's revocation, this offer will expire on **November 1, 2017, at 5:00PM Central Time.**

In submitting this offer and the proposed payment amount, COPC makes no representation or warranty, either express or implied, as to actual or future value of the Lease.

Should you have any questions, please feel free to contact me by phone at (832) 486-3237 or by email at Jake.P.Stephenson@conocophillips.com.

Respectfully,

Jake Stephenson
Associate Landman

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2017.

LESSOR: Arapahoe County

By: _____

Name: Nancy N. Sharpe
Title: Chair of Board of County Commissioners

PAID UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 27th day of September, 2017, between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor (whether one or more), whose address is 5334 S. Prince Street, Littleton, CO 80120, and ConocoPhillips Company, as Lessee, whose address is 600 North Dairy Ashford, Houston, TX 77079

1. **Description** Lessor, in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including without limitation laying pipelines for gathering and/or transportation and construction of treating, separating, dehydration, processing or other facilities and grants the right to inject water or other produced liquids, including salt water, or gases into non-freshwater bearing formations underlying the leased premises, the following described land together with any reversionary rights, riparian rights and after-acquired interests therein (the "leased premises") in Arapahoe County, Colorado, to-wit:

See Addendum attached hereto and by this reference made a part thereof.

This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 3.6362 acres, whether it actually comprises more or less.

2. **Term of Lease** This lease shall be in force for a primary term of three (3) years from the effective date of this lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith, or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days, or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment** Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be twenty-percent (20%) of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled or unitized therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled or unitized therewith, then within thirty (30) days after the expiration of said ninety (90) day period, Lessee covenants to pay or tender, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that covered minerals are being produced from the leased premises. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this shut-in provision. Each such payment or tender shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in PAID TO LESSOR Bank at N/A or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations** Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, sulphur or other covered minerals, and/or production, actual or constructive, of oil, gas, sulphur or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof.

5. **Pooling** Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed twelve hundred and eighty (1280) acres plus a maximum acreage tolerance of ten percent (10%), provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operations for or completing an oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit, provided that if after creation of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the

type of well for which the pooled unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. Unitization. Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the lease premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal laws and with the orders, rules, and regulations of State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished and, in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit, provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or, (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit, or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. Ancillary Rights. In exploring for, developing, producing and marketing covered minerals, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the free right of ingress and egress along with the right to conduct Operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations and any other Operations on the leased premises, lands pooled or unitized therewith or lands adjacent thereto, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, dispose of, store, process, treat and transport production and associated fluids in connection with said wells. In connection with Lessee's Operations, Lessee's ancillary rights granted herein shall apply to both surface and subsurface of (a) the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; (b) all lands pooled or unitized with the leased premises, and (c) any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. Such ancillary rights include, but are not limited to, the right to use the subsurface of the leased premises in connection with a well to be drilled under but bottomed off the leased premises. No surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent. In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within one (1) year following the expiration hereof.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. Regulation and Delay. Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material rigs, fracking services, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

13. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final unappealable judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and

Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this lease) of the property affected.

14. Existing Wellbores. At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing water wells on the leased premises.

15. Option to Extend. Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Two (2) years on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 100% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the (2) years of the extended term, and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. Preferential Right. If during the term of this lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. Miscellaneous

(a) Entire Agreement. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease and any implied covenants not consistent with the express provisions of this lease are hereby negated and renounced. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.

(c) Severability. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not the lease has been executed by all parties named herein as Lessor.

LESSOR:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado

X _____

By: Nancy N Sharpe

Its: Chair of Board of County Commissioners

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2017, before me, personally appeared Nancy N. Sharpe, known to me to be the Chair of Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado the corporation that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public

COLORADO - ADDENDUM

Attached to and made part of that certain
Paid Up Oil, Gas & Mineral Lease dated September 27, 2017

By and between The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, as Lessor, and
ConocoPhillips Company, as Lessee.

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

LEASED PREMISES

Arapahoe County, CO

TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.

Section 18: A strip of ground thirty (30) feet wide off the West side of the North Half (N1/2) of the North Half (N1/2).
Containing 0.9090 acres, more or less

A strip of ground thirty (30) feet wide off the west side of the Southwest quarter (SW1/4) and a strip of ground thirty (30) feet wide off the West side of the South one-half (S1/2) of the Northwest quarter (NW1/4).
Containing 2.7272 acres, more or less

NO SURFACE OPERATIONS

Lessee is prohibited from drilling on the leased land, from performing any other surface operations on the leased land, and is expressly agreed and understood that any such well must be located on property other than the leased premises. It is further agreed and understood that Lessee shall have the right to drill and operate directional and/or horizontal wells under said land, irrespective of the bottom hole locations of said wells and to have access to the road rights-of-way. Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional and/or horizontal wells. Without Lessor's written consent, Lessee shall not lay any pipelines, erect any structures, or otherwise disturb the surface of the leased premises. Lessee will not interfere with the Lessor's use of the leased land as a road right-of-way.

VERTICAL PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.

NO WARRANTY

Lessor does not warrant title to the leased premises. This lease is subject to all prior liens, encumbrances and grants of record and to all apparent easement and other uses.

SHUT-IN ROYALTY

After the end of the primary term, this lease may not be maintained in force solely by reason of shut-in royalty payments, as provided heretofore, for any period exceeding more than two (2) consecutive years.

COST-FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development, and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled or unitized therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled or unitized therewith.

NOTICE OF ASSIGNMENT

Less shall notify Lessor in writing of Lessee assigns all or a portion of this lease, or an undivided interest therein, to a third party(s).

CONSENT TO ASSIGN

Lessee shall not assign this lease in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee make a written request for consent to make an assignment from Lessor and Lessor fails to respond in writing within thirty (30) days from receipt of the request, it shall be deemed that the Lessor consented to the assignment and Lessee shall be free to make such assignment.

INDEMNITY

Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and cost arising out of claims by persons or entities, other than Lessor and its invitees, for injury to person or property directly caused by Lessee's operations conducted hereunder.

Signed For Identification Purposes:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado, and their successors in office, aka Arapahoe County, Colorado a body corporate and politic of the County of Arapahoe and State of Colorado.

X _____

By: Nancy N. Sharpe

Its Chair of Board of County Commissioners



ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: October 26, 2017

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: John Christofferson, Deputy County Attorney

Subject: Ratification of Approval for the Office of the District Attorney, 18th Judicial District to apply for State Marijuana Impact Grant

Request and Recommendation

The Office of the District Attorney, 18th Judicial District requested authorization from the Board of County Commissioners to apply, on behalf of the Arapahoe County, for a State of Colorado Marijuana Impact Grant. The BoCC seeks to formerly ratify its decision to authorize the District Attorney's Office to apply for this grant.

Background/Discussion

The State Division of Local Government developed the retail marijuana impact grant program. Through the program, the division awards grants to eligible local governments for documented marijuana impacts. The eligible purposes include paying for additional law enforcement activities related to retail marijuana, including funding youth services, especially those that prevent the use of marijuana, and mitigating other impacts that the cultivation, testing, sale, consumption, or regulation of retail marijuana has on services provided by an eligible local government.

The DA's Office is not eligible on its own to apply for the grant, however, Arapahoe County is eligible. The DA's Office desires to apply for the grant on behalf of Arapahoe County. As a first priority, the DA's Office plans to use any funds received for advanced assessments of its juvenile diversion participants and substance abuse, which may be outsourced to the Juvenile Assessment Center (JAC). The JAC performs assessments to get the kids in the right treatment program. Any additional funds would be used to fund treatment plans for those that cannot pay for the services themselves.

The DA's Office currently has eight (8) grants that it tracks annually and this funding will follow suit. Further, all of the DA's Office funding is subject to audit and this grant will follow the same accounting and audit protocol. The DA's Office is requesting \$74,320, which approximates a full time counselor in its diversion program. There are no matching funds from the County.

Due to the timing of the request and the deadline to apply occurring inbetween public meetings, the County Attorney's Office contacted the Commissioners individually for their approval. After receiving approval from a majority of the Board, the County Attorney's Office notified the DA's Office of the auhtorization and that the authorization will formerly be ratified on the next consent agenda.

Fiscal Impact

There is no fiscal impact to the Arapahoe County.

Grant Evaluation Form
Arapahoe County Government
_____ (Dept Code-Year-Number)

Overview

Grant Name _____
Grantor _____
Amount applied for _____
Application/submission deadline _____
Does application/proposal require/imply acceptance? _____
Office/Department/Division applying _____
Grant period (time to expend funds) _____
New grant _____ Renew existing _____ Expand existing _____
Previous grant name and dates, if applicable _____
Federal grant _____ If so, federal agency _____
If so, CFDA #(s) _____
If on grants.gov, Opportunity # _____
State grant _____ If so, state agency _____
Are federal funds passed through _____
If so, CFDA #(s) _____
Apply via COGMS online? _____
Other grantor _____

Benefits

What is grant expected to accomplish? _____

How does it align with County and department goals and objectives? _____

How will success be measured _____

What constituency is expected to benefit? _____
New service _____ Existing service _____ Expanded service _____
Alternatives to using grant to accomplish this benefit _____

Cost/Budget

Matching funds
Matching funds required – Cash _____ In-kind _____ Funding source _____
FTE's
New FTE's? _____ Duration _____
If not grant funded, describe funding plan _____
Are benefits covered? _____ How much? _____ If not, plan to cover _____
Describe any potential workman's comp risk _____
If occurred, plans to fund _____
Anticipated unemployment costs when termed _____
Plans to fund unemployment or workman's comp after grant is closed _____
Describe space and equipment available for new FTE _____
Are additional space or equipment costs covered in grant? _____

Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

Fixed/capital asset

Describe asset _____
Estimated dollar amount & how derived _____
Did process of estimating costs meet federal or grant requirements? _____
Specific purchasing requirements _____
Requirements for use of asset _____
Requirements for disposition of asset _____
Plan to replace when expired? ____ When? ____ How? _____ How much? ____
Plan for funding IG rents _____
IT hardware/software _____
Anticipated implementation costs and how funded _____
Anticipated implementation timeline _____ Corroborated with IT? _____
Priority ranking _____
Staff dedicated to implementation _____
Anticipated asset maintenance costs _____ Plan to fund them _____

Advance or reimbursement grant

If reimbursement, how often will requests be filed _____
Is there a time frame to be met after which it becomes nonreimbursable? ____
How plan to meet that deadline _____
How plan to fund nonreimbursable expenditures _____

Allowable costs

Anticipated administration costs _____
What are allowable costs for reimbursement _____
If subject to single audit, will grant pay fees? _____
If audit and admin costs are not covered, plans for funding them _____

Compliance Requirements

Does the grant require:

EEOP _____
Drug-free workplace _____
Davis-Bacon _____
Minority & women owned preferences or Historically Underutilized Business (HUBS) purchases _____

Does acceptance of the grant obligate the County to provide goods/services/service levels/standards beyond the grant period or funding? _____

If so, describe _____
Plans for funding _____

Other compliance requirements specific to this grant _____

Impact on County Operations

Does the grant require IT support to implement or support? _____

Describe plans _____

Describe plans for tracking and reporting _____

Requesting Finance to assist in setting up grant tracking system in SAP _____

Describe the training and experience of the staff responsible for the tracking and reporting of this grant _____

Does the grant require FFM assistance for additional space for FTE or equipment _____

Grant Evaluation Form

Arapahoe County Government

_____ (Dept Code-Year-Number)

Describe plans _____

Will the grant require any change in County or department/office policy? _____

If so, describe _____

Describe any other potential impact on other departments/offices _____

Other Considerations

Is there an automatic renewal in subsequent years? _____

Is it a regional grant benefiting more than just Arapahoe County _____

If so, describe _____

Is the County acting as fiscal agent? _____

If so, attach narrative describing entities covered, responsibilities, how
admin costs are funded, benefits & exposure _____

Are funds being passed through to another agency/partner/subgrantee? _____

If so, describe _____

Describe plans to monitor subgrantee compliance _____

Are others participating in costs? _____ How? _____

Are there any other potential liabilities _____

Name and title of person authorized/responsible for

Grant application _____

Required reporting _____

Reimbursement requests _____

Plan for approval

Drop-in _____

Study Session _____

Dept/Office signature only _____

Staff Contacts Involved in Evaluation Process

Dept/Office applying for grant _____

Attorney's Office _____

Attorney's Office – Risk Mgmt _____

Facilities & Fleet Management _____

Finance – Grants _____

Finance – Budget _____

Finance – Purchasing _____

HR _____

IT _____

Attachments

List attachments

Grant application form _____

Grant application instructions _____

Specific compliance requirements _____

Other, describe _____

Grant Evaluation Form
Arapahoe County Government
_____ (Dept Code-Year-Number)

Signature

Grant submitted by

Name _____
Title _____
Elected Official/Department Director/Designee _____
Date _____

Reviewed by

County Attorney's Office

Name _____
Title _____
Date _____
Comments _____

Finance Department

Accounting – Grants

Name _____
Title _____
Date _____
Comments _____

Budget

Name _____
Title _____
Date _____
Comments _____

Purchasing

Name _____
Title _____
Date _____
Comments _____

RESOLUTION NO. 170___It was moved by Commissioner ___ and seconded by Commissioner ___ to authorize the Office of the District Attorney, 18th Judicial District to apply for, on behalf of Arapahoe County, the State of Colorado Marijuana Impact Grant to use any funds received for advanced assessments of its juvenile diversion participants and substance abuse, and any additional funds to fund treatment plans for those that cannot pay for the services themselves.

The vote was:

Commissioner Baker, __; Commissioner Conti, __; Commissioner Holen, __; Commissioner Jackson, __; Commissioner Sharpe, __.



Consent Agenda

Date: October 17, 2017

To: Board of County Commissioners

Through: Don Klemme, Director, Community Resources

From: Liana Escott, Community Development Administrator, Housing and Community Development Services

Subject: Tenant Based Rental Assistance (TBRA) Requests for Aurora at Home (A@H) and Family Promise (F.P) of Greater Denver.

Request and Recommendation:

The County funds two TBRA programs operated by Aurora at Home (A@H) and Family Promise of Greater Denver (F.P). Both TBRA organizations are requesting additional HOME funds to continue to serve families in the TBRA program.

On October 16, 2017 HCDS staff requested the approval from the Board of County Commissioners (BoCC) to fund Aurora at Home with \$93,972 in HOME funds and Family Promise with \$60,632 in HOME funds, both to operate TBRA programs. The BoCC supported this request and directed HCDS staff to set the item for Consent Agenda.

Background

County HOME funds have been used to fund TBRA programs since 2013. The history of County funded TBRA is as follows:

ORG	YEAR	AMOUNT OF HOME FUNDS	PEOPLE SERVED
A@H	2013	\$192,000	
A@H	2016	\$170,232	
A@H	2017	\$190,692	
		Total	37 HH Served
F.P	2015	\$65,280	
F.P	2016	\$47,970	
		Total	7 HH Served

The additional funding would serve the following families:

A@H: \$93,972 Request to serve 6 existing Households and potentially add 3 new Households. The funding request is through January 2019.

F.P: \$60,632 Request to serve the existing 4 households and add 2 new HHs into the program. The funding request is through September 2018. Households served in this program have been housed in Arapahoe County, traditionally Englewood and Littleton.

Staff Recommendation

Staff recommended funding both TBRA requests.

Links to Align Arapahoe

1. Enhance Quality of Life: The TBRA Program links to align Arapahoe by providing safe and stable housing to low income households.

Alternatives

The BOCC may choose not to fund the TBRA HOME allocation request, or to fund at a different amount.

Fiscal Impact

HOME funds are allocated by the U.S. Department of Housing and Urban Development. No County funds are affected.

Attorney Comments

Reviewed By:

Liana Escott, Community Development Administrator
Linda Haley, Housing and Community Development Division Manager
Don Klemme, Community Resources Department Director
Janet Kennedy, Finance Department Director
Tiffanie Bleau, Assistant County Attorney

RESOLUTION NO. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve funding to two Tenant Based Rental Assistance (TBRA) programs:

Aurora at Home, through the Aurora Housing Authority: \$93,972 and;
Family Promise of Greater Denver: \$60,632.

The vote was:

Commissioner Baker, ____; Commissioner Conti, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, ____.

The Chair declared the motion approved and so ordered.



Board Summary Report

Date: October 19, 2017

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Louie Perea, Undersheriff

Subject: City of Centennial IGA – Law Enforcement Services

Request and Recommendation

Request the Board of County Commissioners (BoCC) to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement between Arapahoe County and the City of Centennial.

Background

The City of Centennial contracts with the Arapahoe County Board of County Commissioners through an intergovernmental agreement to provide law enforcement services within its municipal boundaries. The Arapahoe County Sheriff's Office (ACSO) has provided law enforcement services since the incorporation of the City on February 7, 2001 and pursuant to the signing of an intergovernmental agreement on May 8, 2001.

The current intergovernmental agreement, authorized by Centennial City Council Resolution 2007-R-103, was approved on November 19, 2007. The agreement is effective for a period of ten years, expiring on December 31, 2018, with automatic one-year renewals unless either party provides notice of cancellation.

Arapahoe County and the City of Centennial are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each.

Links to Align Arapahoe

The public safety services contract with the City of Centennial is consistent with the County goals of Service First, Quality of Life – Community Safety and Fiscal Responsibility. The ability to combine Sheriff's Office personnel and resources to provide public safety services to the Sheriff's Office contract service areas and unincorporated Arapahoe County provides more efficient and effective public safety service and ultimately results in a safer community.

Discussion

Since the incorporation of the City of Centennial in February, 2001, the Arapahoe County Sheriff's Office has provided law enforcement and public safety services for and within the City of Centennial pursuant to intergovernmental agreements.

Arapahoe County and the City of Centennial desire to enter into an Agreement to continue their relationship for the purpose of providing exceptional law enforcement and public safety services to the City of Centennial residents, businesses and visitors.

Total Annual Fees shall include the Risk Sharing Costs amount and shall be revised annually for each year of Services to be provided, for the term of and in accordance with the Agreement. Total Annual Fees shall exclude amounts paid by the City of Centennial for costs incurred by Arapahoe County and reimbursed by the City of Centennial for managing and intervening in any All Hazards/Disaster/Emergency or other contingencies.

The Sheriff and the City of Centennial will work together to determine in advance an estimate of additional or decreased costs that may be incurred due to such change in Incorporated Area or Significant New Development, if any. Any mutually agreed upon change to Services or costs for Services associated with a change to Incorporated Area or Significant New Development will be made in writing and approved by the City of Centennial, Arapahoe County, and the Arapahoe County Sheriff's Office.

Arapahoe County, through the Sheriff, shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by Arapahoe County as necessary to provide the Service. The Services are to be provided by the assignment of Arapahoe County personnel to serve the City of Centennial. Arapahoe County shall also provide support services, such as: information technology, fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow Arapahoe County to provide the Services to be provided to the City of Centennial in a professional manner and in compliance with all local, state and federal laws. Arapahoe County will identify an information technology point of contact to coordinate with the City of Centennial on any IT initiatives in advance and shall in writing set forth the goals, outcomes, schedules and implementation directives for any such IT initiative. Such coordination shall be included in the indirect costs. However, to the extent any IT initiative or project requires manpower or other resources from Arapahoe County that are extraordinary and beyond the scope of the compensated IT support that the City of Centennial shall already compensate Arapahoe County for regularly as set forth in Exhibit D, the Sheriff's Office and the City of Centennial shall confer and present the new or additional services for approval.

Arapahoe County does not charge any municipalities for detentions in the County. The indirect cost are the costs that have been allocated outside the Sheriff's Office but still supports the Sheriff's Office such as, Information Technology, Finance, Attorney, and Facilities and Fleet Management (Exhibit E). The indirect costs are incorporated as a means by which the City of Centennial pays for proportional share of facility infrastructure, technology and related operating costs without purchasing an ownership interest in "brick and mortar" structures. These funds are derived using the County's OMB-A 87 cost allocation plan. Other indirect costs that are not captured include vehicle, communications, and technology replacements. There are separate operating line items that are apart from the Sheriff's Office budget for vehicle, radio, and computer replacement (Schedule D – capital costs). The risk sharing costs are calculated in a manner which captures the cost for Arapahoe County accepting and defending claims against the Sheriff's Office in the performance of their contracted law enforcement duties.

This is the largest law enforcement contract in Colorado. The contract with the City of Centennial is efficiency in government.

Benefits include but are not limited to:

- Economies of scale
- Efficient use of:
 - Staff
 - Equipment
 - Resources
- Lower cost:
 - Per capita
 - Per calls for service

Support elements include investigators, crime lab, dispatch, records, administrative costs, training, internal affairs, telecommunications, and any other resources in the Sheriff's Office that has support for law enforcement that was not uniformed patrol. The handout (Schedule D) breaks down line item by line item the cost billed to Centennial for our support services. The goal of the Sheriff and the City of Centennial is to provide law enforcement and public safety services in a similar manner and with a similar level of collaboration as would be customarily provided by a municipal police department of similar size and demographics.

Unless earlier terminated, the Agreement shall remain in full force and effect from 12:01 a.m. on January 1, 2018 ("**Effective Date**") until midnight December 31, 2027. Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the City of Centennial or Arapahoe County provides the other with written notice by December 31 of any year of its intent to terminate the Agreement commencing at the start of the next calendar year which begins at least 365 days after the date of the notice of termination.

Alternatives

The alternative to providing contract law enforcement services to the City of Centennial would be to no longer provide those services. Arapahoe County would no longer receive the contract revenue from Centennial and would lose the benefit of having combined staff and resources for the delivery of service. Without the contract revenue, the County would have to determine how to fund the substantial increase in staffing necessary to provide public safety services for the unincorporated and other contract towns and cities.

Centennial would also lose the benefit of having the combined resources of the Sheriff's Office and would be forced to either contract with another jurisdiction for law enforcement services or form their own municipal police department.

Using a per capita method to estimate the potential additional staffing needs for sworn FTEs in both Centennial and Arapahoe County without their combined resources would result in a need to dramatically increase staffing.

Fiscal Impact

The adopted 2017 Centennial contract for law enforcement services is \$23,250,257.

Concurrence

The Sheriff's Office is in concurrence.

Attorney Comments

Reviewed By:

Olga Fajaros, Budget & Logistics Manager

Glenn Thompson, Public Safety Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

Suggested Motion:

I move to approve/not approve and authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement by and between Arapahoe County and the City of Centennial for the provision of law enforcement and public safety services for the term from January 1, 2018 – December 31, 2027, pursuant to the terms contained therein.

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement between Arapahoe County and the City of Centennial for the provision of law enforcement and public safety services for the term from January 1, 2018 – December 31, 2027, pursuant to the terms contained therein.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

**2018 INTERGOVERNMENTAL AGREEMENT
BETWEEN ARAPAHOE COUNTY
AND THE CITY OF CENTENNIAL FOR LAW ENFORCEMENT AND
PUBLIC SAFETY SERVICES**

THIS AGREEMENT (“Agreement”) is entered into between **ARAPAHOE COUNTY**, a political subdivision of the State of Colorado (herein referred to as “**COUNTY**”), and the **CITY OF CENTENNIAL**, a municipal corporation of the State of Colorado (herein referred to as “**CITY**”), effective as of January 1, 2018 (“**Effective Date**”), and is applicable to all property located within the municipal boundaries of the CITY, as the boundaries may be changed from time to time (“**Incorporated Area**”). The ARAPAHOE COUNTY SHERIFF, an elected official of the COUNTY, is also a signer on this Agreement for the purposes of fulfilling those obligations imposed on the SHERIFF (as defined in Section 2.13 below) under this Agreement.

WHEREAS, since the incorporation of the CITY in February, 2001, the SHERIFF) has provided law enforcement and public safety services for and within the CITY pursuant to intergovernmental agreements; and

WHEREAS, the Parties are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the parties desire to enter into this Agreement to continue their relationship for the purpose of providing exceptional law enforcement and public safety services to the CITY residents, businesses and visitors

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

SECTION 1. PURPOSE – PROVISION OF SERVICES AND COOPERATION.

The purposes of this Agreement are to:

- Memorialize the agreement between the CITY and the COUNTY for the provision of services by the SHERIFF’s Office, to the CITY and its residents and businesses in the Incorporated Area. The services to be provided hereunder are law enforcement, public safety and related services as more fully described in **Exhibit A (“Services”)**;
- Memorialize the agreement between the Parties to cooperate and coordinate at all times to ensure that the development and implementation of policies which relate to law enforcement, public safety, and related community outreach and budgeting or any Services contemplated by this Agreement are undertaken with input and consideration of the effect of such policy on all other Parties;
- Memorialize the agreement and goal of the Parties for the SHERIFF to provide law enforcement and public safety services to the CITY in a similar manner and

with a similar level of collaboration as would be customarily provided by a municipal police department of similar size and demographics, while still recognizing that an elected Sheriff has certain additional and distinct responsibilities from that of an in-house Chief of Police; and

- Memorialize the agreement that the CITY and the SHERIFF will have authority to make operational decisions which affect operations of the SHERIFF'S office in providing Services hereunder consistent with the terms of this Agreement.

SECTION 2. DEFINITIONS.

As used in this Agreement, in addition to terms defined in the body hereof, the following terms shall have the assigned definition:

2.1 "Accrediting Organization" shall mean the Commission on Accreditation for Law Enforcement Agencies ("CALEA") or a similar organization as agreed by the CITY Manager and SHERIFF

2.2 "All Hazards/Disaster/Emergency" shall mean any exceptional (statistically rare) or unforeseen incident or situation, natural or manmade, accidental or criminal, that produces serious local impacts upon the community and threatens the safety of people and property and warrants responsive action to protect life, property, environment, public health or safety and to minimize disruptions of government, social or economic activities and that requires stepped up capacity and capability to meet expected outcomes and which may require outside assistance from other jurisdictions and levels of government.

2.3 "CITY Manager" shall be the appointed CITY Manager for the CITY or the person acting in such capacity.

2.4 "CITY Primary Representative" shall mean the CITY Manager or his or her designee. The CITY Manager shall be responsible for notifying the SHERIFF of the identity of any designee whenever the person in such role changes.

2.5 "Incorporated Area" shall have the meaning set forth in the opening recital of this Agreement.

2.6 "Joint Administrative Manual" or "Manual" shall be the operational and administrative manual which shall be jointly adopted by the CITY and by the SHERIFF (as evidenced by the signature of the CITY Manager and the SHERIFF on such Manual) on or before March 1, 2018, which sets forth operational expectations and policies that govern the provision of Services to the CITY hereunder, excluding any matters that impact either amounts charged and paid pursuant to this Agreement, or the number of COUNTY or SHERIFF's employees assigned to provide Services, and which shall conform to the requirements of this Agreement, which shall control.

2.7 "Key Personnel" shall mean those SHERIFF's Office employees in executive command staff at the level of Captain or above who are acting as representatives to the CITY in the provision of Services under this Agreement to include, regardless of rank, the Law Enforcement Liaison and those persons holding the positions specifically identified in Exhibit C at Section 2.

2.8 “Law Enforcement Liaison” shall be the SHERIFF or that person assigned by the SHERIFF with the agreement of the CITY Manager to serve as the operations chief and regular contact for law enforcement and public safety operations issues within the CITY in accordance with Section 6.1.3, who shall be at the level of Bureau Chief or above.

2.9 “Parties” or, individually, “Party” shall mean all or any of the COUNTY, the CITY and, for the purpose of those provisions which place a direct obligation on the SHERIFF, the SHERIFF.

2.10 “Risk Sharing Costs” shall have the definition set forth in Section 13.3 and **Exhibit E**.

2.11 “Schools” for purposes of this Agreement shall mean all public and private schools located within the CITY boundaries, and such other schools in proximity to the CITY boundaries, all as are more fully set forth in the Joint Administrative Manual.

2.12 “Services” shall have the definition set forth in Section 3.1 and **Exhibit A** and shall include “Additional Services” as defined in Section 3.2 and Exhibit A if and when the CITY Manager, COUNTY and the SHERIFF agree in writing to the provision and compensation (as to Additional Services) for such services as required by Section 3.2.

2.13 “SHERIFF” shall mean the duly elected or appointed Sheriff of the COUNTY recognizing that at all times the SHERIFF, the SHERIFF’s Office and the SHERIFF’s Office employees, in meeting any obligations or exercising any rights pursuant to this Agreement, are acting pursuant to his/her/ its/their status as a department or official or employee(s) of the COUNTY.

2.14 “Significant Occurrence” includes any incident significantly affecting the CITY, including, but not limited to, an All Hazards/Disaster/Emergency, violent crime against a person such as significant and newsworthy first degree assault, homicide, large fires or multi-car motor vehicle accidents involving significant injury or death, law enforcement actions that result in any lockdown of Schools, or other large-scale incident involving the SHERIFF’s Office and a multi-agency response or a significant law enforcement or public safety issue, regardless of whether such significant incident occurs within the CITY.

2.15 “Total Annual Fees” shall mean the amount set forth on the last line of **Exhibit D** under the heading “Grand Total”, which shall include the Risk Sharing Costs amount set forth on **Exhibit E**, as each shall be revised annually for each year of Services to be provided, for the term of and in accordance with this Agreement. Total Annual Fees shall exclude amounts paid by the CITY for costs incurred by the COUNTY and reimbursed by the CITY in accordance with this Agreement for managing and intervening in any All Hazards/Disaster/Emergency or other contingencies as described in Section 9.7.

SECTION 3. DELIVERY OF SERVICES AND COUNTY RESPONSIBILITIES.

3.1 Services. The COUNTY, through the SHERIFF, will provide the Services as defined in **Exhibit A** within the Incorporated Area and which generally include law enforcement and public safety services of the type within the jurisdiction of and customarily rendered by municipal police departments of similar size and demographics,

while still recognizing that an elected Sheriff has certain additional and distinct responsibilities from that of an in-house Chief of Police.

3.2 Changes to Services and Additional Services.

(a) Additional or Changed Services. From time-to-time, either Party may identify new Services that were not included in **Exhibit A**, or events or trends that may warrant modification to the Services. The description and level of the Services shown on **Exhibit A** may be modified, increased or decreased only by written agreement of the SHERIFF, COUNTY and CITY, except that the Services or levels of Service shall not be decreased if such action shall result in the SHERIFF's Office being unable to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, or (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. Within a reasonable period of time, either the SHERIFF or the CITY will notify the other of the Services modification opportunity. If agreed to by both SHERIFF and the CITY, the SHERIFF will, within a reasonable time period (generally within ten (10) business days) provide to the CITY Manager in writing a proposed price and modification to Services for the proposed addition or deletion to Services. Any mutually agreed upon changes to Services or the cost for Services shall be made in writing and approved by the CITY Manager (if any associated compensation for such amendment is within budgeted and appropriated amounts for law enforcement and public safety services for the relevant fiscal year; if not so appropriated, the City Council must approve any such amendment), the SHERIFF, and the COUNTY before it becomes an amendment to the Services described in this Agreement. Unless otherwise stated in the amendment, if the change involves an ongoing new addition to Services ("**Additional Services**"), the COUNTY will include the associated adjustment to the Total Annual Fees and will pro rate the billing in accordance with provisions of Section 9 of this Agreement. When Additional Services are authorized in accordance with this Agreement, the provisions of this Agreement shall apply to such services as though Additional Services are "Services" under this Agreement, except that compensation therefor is in addition to Total Annual Fees for the year in which the Additional Services are first authorized. For subsequent years, if the Additional Services are ongoing, the compensation for such Additional Services shall be included within the annually negotiated and agreed upon Exhibit D.

(b) Change in Laws. The CITY may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY through the SHERIFF. Prior to the CITY passing a new ordinance or amending an existing ordinance to be enforced by the SHERIFF, the CITY Primary Representative and the SHERIFF shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the CITY will not incur any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the SHERIFF under any local, state or federal law or regulation. It is expected that the CITY will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other resources are required to enforce such new or amended ordinance.

3.3 Services Delivery Standards. Delivery of Services shall at all times conform to the Performance Standards set forth in **Exhibit B** (which may be amended whenever

Additional Services are authorized and/or annually when the **Exhibits** are amended) and will generally be, at a minimum, consistent with the SHERIFF's adopted policies and service standards. In performing the Services, the SHERIFF shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of Colorado. Periodically, the SHERIFF may modify policies and service standards, so long as the modifications do not decrease the level or standards of Service without written consent of the CITY Manager.

3.4 Communications and Coordination. The Law Enforcement Liaison will be in regular contact with the CITY Primary Representative and shall be responsible for informing the CITY Primary Representative, as soon as practicable, of any issues that affect Services, law enforcement operations as may affect the CITY, any matters that may have public relation implications for the CITY or the SHERIFF, major claims made against the SHERIFF or COUNTY that relate to the provision of Services hereunder, or any other incident or change that may substantially affect or impact the Services.

3.5 Joint Administrative Manual. The Parties recognize that policies specific to law enforcement are within the purview of the SHERIFF and the CITY is agreeable to application of such policies within the CITY in the same manner as the SHERIFF applies such policies in other areas of the COUNTY. In addition, however, specifically as they concern the provision of Services within the CITY such as, without limitation, coordination and communication with the CITY and its other service providers, the Parties agree to the adoption and implementation of a Joint Administrative Manual which shall be executed by and shall be subject to at least annual review (and revision as needed from time to time) by both the CITY Manager and the SHERIFF. The Manual shall provide operational detail in conformity with this Agreement and shall further set the Service delivery expectations of the CITY under this Agreement, which the SHERIFF agrees to satisfy. In the event of any conflict between the Manual and this Agreement, the Agreement shall control.

3.6 Changes in Incorporated Area or Significant New Development.

(a) Incorporated Area. The Parties agree that annexation of additional property or disconnection of property from the CITY will result in a change in the size of the Incorporated Area for Services, and perhaps unique Service needs. The COUNTY and the SHERIFF agree that the CITY may provide information to the SHERIFF marked or denoted as "Confidential Information" regarding an annexation or disconnection proposal and the COUNTY and SHERIFF hereby agree that such information, to the extent provided to the SHERIFF and so marked or denoted, shall be kept confidential by the SHERIFF, shall not be shared with or disclosed to any other department, board or commission of the COUNTY, and may be disclosed by the SHERIFF only to those staff members of the SHERIFF's Office or COUNTY Finance staff as may be necessary to determine and advise the CITY whether any Service level adjustments would or would not be required and the approximate cost adjustments for such changes, if any.

(b) Significant New Development. Similarly, the Parties agree that approval by the CITY of any new development that may result in increased calls for law enforcement Services such as, by example, new shopping areas with bars and restaurants ("**Significant New Development**"), may result in an increase or change of Service needs. The CITY will inform the SHERIFF of receipt of any such Significant New Development application that may result in such Service need increases. From

time to time, proposed Significant New Development within the CITY may require the protection of information as confidential to the same extent as is required in (a) above. The COUNTY and the SHERIFF agree that the CITY may provide information to the SHERIFF marked or denoted as "Confidential Information" regarding such strategically sensitive Significant New Development and the COUNTY and SHERIFF hereby agree that such information, to the extent provided to the SHERIFF and so marked or denoted, shall be kept confidential by the SHERIFF, shall not be shared with or disclosed to any other department, board or commission of the COUNTY, and may be disclosed by the SHERIFF only to those staff members of the SHERIFF's Office or COUNTY Finance staff as may be necessary to determine and advise the CITY whether any Service level adjustments would or would not be required and the approximate cost adjustments for such changes, if any.

(c) Any staff member(s) of the SHERIFF's Office or of the COUNTY provided any "Confidential Information" as described in subsections (a) or (b) of this Section shall be subject to and comply with the same confidentiality obligations as imposed on the SHERIFF under this Section and such delivery of Confidential Information shall not relieve the SHERIFF of confidentiality obligations under this Section. Prior to delivery by the SHERIFF to any such staff member(s) of any "Confidential Information" (as described in subsections (a) or (b) of this Section), the SHERIFF's Office staff member(s) shall execute and deliver a non-disclosure agreement in a form approved by the City. Such agreement(s) shall be retained by the SHERIFF and delivered to the CITY upon request.

(d) Nothing in this Agreement shall be construed to restrict the rights or obligations set forth in the Colorado Open Records Act ("**CORA**") and/or the Colorado Criminal Justice Records Act ("**CCJRA**"). The SHERIFF agrees to provide notice to the CITY of any records request that seeks disclosure of information designated as "Confidential Information" by the CITY so that the CITY may determine whether it will take any action to prevent the disclosure of such information.

(e) The SHERIFF and the CITY will work together to determine in advance an estimate of additional or decreased costs that may be incurred due to such change in Incorporated Area or Significant New Development, if any. Any mutually agreed upon change to Services or costs for Services associated with a change to Incorporated Area or Significant New Development must be made in writing and approved by the CITY, COUNTY and the SHERIFF before it becomes an amendment to this Agreement.

3.7 Allocation of Resources. The parties recognize that this Agreement is intended to provide flexibility to the CITY and to the SHERIFF in order to meet evolving challenges in the delivery of law enforcement and public safety to the City residents, businesses and visitors. The SHERIFF may reasonably allocate resources for performance among the Services in accordance with the priorities agreed to with the CITY Manager so long as such allocations do not result in an increase in Total Annual Fees under this Agreement or negatively impact the SHERIFF's ability to provide reasonable law enforcement services the public. The SHERIFF or the Law Enforcement Liaison shall be required, as set forth in the Manual, to report to the CITY at a regularly scheduled interval on the number of times that resources were reallocated pursuant to this provision in the past reporting period, the nature of the reallocation, and the reasons for such reallocation. This shall not include circumstances (i) when deputies are reallocated for less than a twenty-four (24) hour period in the SHERIFF's discretion to

respond to an ongoing call for service, an emergency, disaster or request for mutual aid, or (ii) where in the SHERIFF's discretion deputies are reallocated or reassigned on a short-term basis based on the day-to-day operational needs of the SHERIFF's Office, but where the SHERIFF assigns other available staff to perform CITY-related services required under this Agreement. Absent an emergency or disaster, short-term reallocations shall not result in a failure to maintain minimum staffing levels throughout the CITY as determined by the SHERIFF's policies and procedures and as such staffing level policies are shared with the CITY Primary Representative.

3.8 CITY, COUNTY and SHERIFF Compliance with Laws. The CITY, COUNTY and the SHERIFF shall comply with the United States and Colorado Constitutions and all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.9 Implementation of Innovations. The Parties mutually desire that the Services delivered hereunder are rendered in a manner that is highly effective and that utilizes new advancements in law enforcement or technology. To that end, the SHERIFF, in its normal course of service delivery, will coordinate with the CITY and its other service providers and will stay abreast of new advancements in law enforcement or technologies that relate to Services delivered hereunder, and upon discovery, will present any such significant new advancements or technologies to the CITY. Before implementation, the Parties shall mutually agree, through negotiations in good faith, to determine whether implementation is mutually beneficial and, if so, shall negotiate any additional costs and/or appropriate changes to the Manual or **Exhibits**.

3.10 COUNTY to Process Certain Citizen Inquiries. The SHERIFF and/or COUNTY shall address all citizen inquiries in a timely and responsive manner, as may be more fully defined in the Joint Administrative Manual.

3.11 COUNTY to Furnish Personnel and Equipment. The COUNTY, through the SHERIFF and otherwise, shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the COUNTY as necessary to provide the Services herein described. The Services are to be provided by the assignment of COUNTY personnel to serve the CITY generally in conformity with **Exhibit C**. The COUNTY shall also provide support services, such as: information technology, fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow the COUNTY to provide the Services to be provided to the CITY under this Agreement in a professional and workmanlike manner and in compliance with all local, state and federal laws.

(a) Information Technology ("IT") Personnel and IT Initiatives. The COUNTY shall provide to the CITY the name of an individual who shall be the primary point of contact for the CITY on CITY and/or COUNTY initiated IT initiatives in support of the Services described in this Agreement ("**COUNTY Appointed IT Point of Contact**"), and such person shall be identified as required on **Exhibit C**. The Law Enforcement Liaison, the COUNTY appointed IT Point of Contact, the CITY Primary Representative, and the CITY Director of Technology and Innovation shall all coordinate on any IT initiatives in advance and shall in writing set forth the goals, outcomes, schedules and implementation directives for any such IT initiative. Such coordination shall be included in the indirect costs calculated on Exhibit D. However, to the extent any IT initiative or project requires manpower

or other resources from the COUNTY that are extraordinary and beyond the scope of the compensated IT support that the CITY shall already compensate the COUNTY for regularly as set forth in Exhibit D, the Law Enforcement Liaison and the CITY Primary Representative shall confer and present the new or additional services for approval in accordance with the process set forth in Section 3.2(a).

3.12 Identification of Personnel and Equipment. The COUNTY and SHERIFF shall identify vehicles, equipment and uniforms of personnel that regularly provide Services within the CITY under this Agreement with the insignia or other identifying mark or language of the CITY, in a design and format as reasonably agreed to by the CITY Manager and SHERIFF, and as may be set forth in the Manual. Unless altered in the Manual, the employees of the COUNTY or SHERIFF performing Services hereunder that interface with the CITY residents, businesses or employees shall distribute business cards referencing the employee's name (which may be handwritten) and stating "Serving the City of Centennial." Additional costs associated with use of the CITY insignia or logo shall be paid for by the CITY. The SHERIFF may also identify such vehicles, equipment and personnel with the SHERIFF's standard insignia, the cost of which shall be the COUNTY's. If the CITY logo is displayed, it shall be displayed at all times in conformity with the CITY's copyrighted trademark.

3.13 Written Materials. For all CITY related matters correspondence and on all program and other written materials developed as part of the performance of Services hereunder and related programs, the COUNTY and SHERIFF shall utilize CITY letterhead or logo, as appropriate, in a design and format as reasonably agreed to by the CITY Manager and SHERIFF, and as may be set forth in the Manual. Additional costs, if any, associated with use of the CITY logo shall be paid for by the CITY. COUNTY correspondence shall recognize that the COUNTY, through the SHERIFF, is performing the Services in service to the CITY. The CITY logo shall be used only in accordance with the copyrighted form of the logo.

3.14 Assignment of Qualified Personnel. All COUNTY employees or officials performing Services hereunder shall be screened and satisfactorily pass such background checks and any other COUNTY required pre-employment qualification prior to assignment to perform any Services under this Agreement, in a similar manner as other employees of the COUNTY and SHERIFF's Office, and all in conformity with COUNTY and SHERIFF policies.

3.15 Drug Free Workplace Policy. The SHERIFF shall enforce its policy for a drug-free workplace as to all persons delivering Services under this Agreement.

3.16 Relationships and Public Interactions. All persons providing Services under this Agreement shall, at all times, foster and maintain professional relationships with the members of the CITY Council, all employees of the CITY, all employees of the CITY's other contract services providers and all CITY residents and customers, and shall represent the CITY in the best light possible to members of the public, staff, elected and appointed officials and media. The COUNTY, through the SHERIFF, recognizes that the conduct of employees and officers during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the CITY.

3.17 Termination of COUNTY Personnel with Access to City Facilities. The CITY may issue access keys or cards that provide access to City facilities to employees of the

COUNTY performing services hereunder. Acknowledgement of City access policies is required prior to issuance. In the event of the termination of employment of any employee of the COUNTY performing Services hereunder who has been assigned an access key or card allowing access to City facilities, the Law Enforcement Liaison shall immediately inform the CITY Primary Representative and shall ensure immediate return or reassignment of such access key or card with notice to the CITY.

SECTION 4. COUNTY AS INDEPENDENT CONTRACTOR.

The COUNTY, through the SHERIFF is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between the CITY and COUNTY or any of the COUNTY'S agents or employees, including without limitation the SHERIFF or the employees of the SHERIFF'S Office. To the extent this Agreement creates a principal-agent relationship between the SHERIFF and the CITY, such relationship confers on the SHERIFF and employees of the SHERIFF'S Office authority to act on the CITY'S behalf only as to matters covered by this Agreement. As an independent contractor, the COUNTY, through the SHERIFF'S Office, offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. In conformity with this Agreement, the SHERIFF shall retain all authority for rendition of Services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services by the COUNTY through the SHERIFF and within the limitations of the CITY'S budget and direction, pursuant to this Agreement. Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the COUNTY or CITY employees by virtue of their employment.

SECTION 5. EXHIBITS.

5.1 Annual Approval and Incorporation of Exhibits. Exhibits referenced herein shall be incorporated into this Agreement for all purposes. **Exhibits A** (Services), **B** (Performance Standards), **C** (Schedule of Assigned Personnel), **D** (Schedule of Costs), and **E** (Risk Sharing Cost Allocation) of this Agreement shall be replaced annually and incorporated into this Agreement by adoption of such annually amended **Exhibits A, B, C, D, and E** by resolution or such other formal action of the CITY Council and the COUNTY Board of County Commissioners. The schedule and process for agreeing on such annual amendments shall be set forth in Section 9 of this Agreement and as may be further refined in the Manual.

5.2 Final Exhibits for Initial Year of this Agreement. This Agreement may be approved and executed by the Parties in advance of the Effective Date. If that occurs prior to December 15, 2017, the Parties agree that Exhibits D and E will be prepared based on the numbers in the preliminary budget (addressed in Section 9.4.4) provided by the COUNTY to the CITY, and that the Parties will subsequently amend and approve revised **Exhibits A, B, C, D and E** for 2018 pursuant to the schedule set forth in Section 9.4.4, subsections (d), (e) and (f). Thereafter, the Exhibits shall be replaced and approved annually as set forth in Section 5.1 and 9.4.4.

SECTION 6. COUNTY AND CITY COORDINATION.

6.1 Representatives

6.1.1 CITY Representatives. The CITY Primary Representative shall be the point of contact for all regular communications, monthly reports, work orders and amendments to this Agreement in the agreed-upon format between the COUNTY and CITY. Changes to the Manual must be executed by the CITY Manager, the Law Enforcement Liaison (if other than the SHERIFF) and the SHERIFF.

6.1.2 COUNTY, Including SHERIFF, Representatives. The Law Enforcement Liaison shall serve as the representative and point of contact to the CITY for the purposes of incident and regular reporting and as the day to day operations point of contact for all Service matters in accordance with the roles and duties set forth in the Manual. The SHERIFF shall serve as the point of contact for all other Service matters and amendments to this Agreement. The COUNTY Finance Director shall serve as the COUNTY'S representative for all invoices.

6.1.3 Law Enforcement Liaison. The SHERIFF shall serve as, or assign an individual to act as, the Law Enforcement Liaison in the provision of Services hereunder. In addition to the roles and responsibilities of such Law Enforcement Liaison set forth herein, additional responsibilities shall be as set forth in the Manual.

6.1.4 Notification of Changes in Representatives. In the event that either a COUNTY or a CITY designated representative or the Law Enforcement Liaison is changed or replaced, the Parties shall notify the other in writing of such change.

6.2 Representatives Meetings.

6.2.1 Regular Contact. The CITY Primary Representative and the Law Enforcement Liaison shall be in contact at such regular intervals as is set forth in the Manual and as needed to discuss daily operational issues and occurrences, all in accordance with the standards set forth in the Manual.

6.2.2 Regular Meetings. The CITY Manager or Primary Representative and SHERIFF shall meet together no less than once a month to review performance compliance with this Agreement. The frequency of such meetings may be altered by mutual agreement of the Parties as set forth in the Manual.

6.2.3 Schedule of Meetings. The regular time and regular place for the regular meetings shall be scheduled jointly between the CITY Primary Representative and SHERIFF. Modifications to the scheduled meetings may occur upon agreement of the CITY Primary Representative and the SHERIFF.

6.3 Reporting. In addition to the communication requirements set forth in Section 3.4, the SHERIFF shall report to the CITY as follows:

6.3.1 Significant Occurrences. As soon as practicable, the SHERIFF or his or her designee will notify the CITY Primary Representative and the CITY's Mayor in the event of a Significant Occurrence. As soon as practicable, the SHERIFF

Public information Officer or his or her designee will notify the CITY Communications Director, or his or her designee in the absence of the CITY Communications Director, in the event of a Significant Occurrence. Methodologies and timing for such required notifications shall be detailed in the Manual.

6.3.2 Report Format. The SHERIFF, through the Law Enforcement Liaison or SHERIFF (if not acting as Law Enforcement Liaison) will report monthly on criminal activity and on Services provided under this Agreement. The format for the reporting required hereunder shall be as mutually agreed upon by the CITY Primary Representative and by the Law Enforcement Liaison or SHERIFF and shall be detailed in the Manual. Any changes in the report format shall be mutually agreed upon in the same manner. The SHERIFF agrees to fulfill any additional reasonable reporting requests made by the City Council through the Law Enforcement Liaison or the SHERIFF.

6.4 Key Personnel

6.4.1 Notice of Change in Key Personnel. If the names of the persons assigned to fill any Key Personnel role change, the Law Enforcement Liaison shall inform the CITY Primary Representative within two business days of the date the Law Enforcement Liaison is aware of the change.

6.4.2 Vacancies in Key Personnel. The Law Enforcement Liaison or SHERIFF shall notify the CITY Primary Representative in writing immediately of any vacancies in any Key Personnel position. As soon as practicable after becoming aware of a vacancy or pending vacancy in a Key Personnel position, the CITY, through its Primary Representative, may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in filling such position. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

6.4.3 Personnel Issues. Based upon the COUNTY's representations herein and the CITY specifications herein regarding the Services, the COUNTY offers the CITY the following process by which the COUNTY will resolve issues of dissatisfaction by the CITY when a COUNTY employee is failing to effectively perform Services hereunder:

(a) The CITY Manager shall notify the SHERIFF should any personnel problem arise with regard to any personnel performing Services under this Agreement. The notification shall include the known facts which give rise to the problem.

(b) The SHERIFF may address the problem within the requirements of the law and the SHERIFF's policies. To the extent legally permissible, the SHERIFF shall provide the CITY Manager with a report outlining the actions taken, if any, by the SHERIFF to redress the personnel problem.

(c) If the actions taken by the SHERIFF fail to adequately redress the issue(s) identified as set forth in subsection (a), the CITY, through the CITY

Manager, may request that the SHERIFF transfer or otherwise reassign such employee out of providing Services to the CITY and the SHERIFF shall thereafter take such action as the SHERIFF deems necessary but shall ensure that such employee no longer provides Services to the CITY.

(d) Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, or otherwise manage his or her workforce.

6.4.4 Internal Investigations In the event that SHERIFF personnel performing Services hereunder are involved in an incident for which an internal investigations complaint is received, such complaint shall be investigated according to then - current SHERIFF's policies. To the extent legally permissible, as to any such investigation that may draw press or other public relations attention to the Services arrangement contemplated by this Agreement, or which could trigger CITY liability to any third party, the SHERIFF shall notify the CITY Manager of the complaint and status of the investigation as soon as practical. To the extent legally permissible, such notice shall provide the CITY with sufficient detail to allow the CITY to render decisions about potential CITY liability or risk associated with the incident. The CITY shall direct any public relations inquiries it receives regarding any such reported internal investigation under this paragraph to the SHERIFF's Office for response. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

6.5 Subcontractors. The CITY and the SHERIFF agree to meet in advance and mutually agree on the qualifications and characteristics desired by the CITY for any key subcontractors which or who the SHERIFF may desire to engage to perform either regular or costly services under the direction of the SHERIFF pursuant to this Agreement. The SHERIFF will provide the CITY with advance notice, whenever practical, of the SHERIFF's intent to engage a key subcontractor and the CITY may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in engaging such subcontractor.

SECTION 7. CITY RESPONSIBILITIES AND DELEGATION OF RESPONSIBILITY.

7.1 Delegation of Municipal Police Power. The CITY hereby confers the authority on the SHERIFF to perform the Services described in **Exhibit A** of this Agreement, within the Incorporated Area and to act in all manners as the municipal police force for the CITY. The CITY confers municipal police authority on the SHERIFF and such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within the Incorporated Area for the purposes of carrying out this Agreement.

7.2 Hazards/Disaster/Emergency. The City hereby designates the SHERIFF as the All Hazards/Disaster/Emergency Manager for the CITY with full authority to act in that capacity pursuant to all federal, state, and local contracts, agreements, plans, grants, laws, rules and regulations. Nothing contained herein shall be construed as a delegation of the responsibilities placed on the CITY under C.R.S. §24-33.5-709 (as may be amended), or (a) to otherwise abrogate the CITY's authorities and responsibilities to declare local CITY emergencies or disasters or to otherwise act in accordance with the adopted City of Centennial Emergency Operations Plan or the Arapahoe County

Emergency Operations Plan or revise the provisions of such plans when such revision is agreed to in writing by the SHERIFF and the CITY, or (b) to otherwise act in accordance with such other local emergency management plan or amendment thereto as may be adopted from time to time with the written approval of the SHERIFF and the CITY.

SECTION 8. RECORDS; OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.

8.1 Official Records. All records of the COUNTY or SHERIFF's Office, including public records as defined in the Colorado Open Records Act ("**CORA**") and criminal justice records as defined in the Colorado Criminal Justice Records Act ("**CCJRA**") and records produced or maintained in accordance with this Agreement, are to be retained and stored at the COUNTY offices and opened for public inspection in accordance with COUNTY and SHERIFF policies. CORA and CCJRA public records requests for such records shall be processed by the COUNTY and/or SHERIFF. For purposes of CORA and CCJRA, the SHERIFF is the custodian of all records produced or created as a result of this Agreement.

8.2 COUNTY Data Format. COUNTY electronic data created for the CITY or transmitted to the CITY in relation to the provision of Services under this Agreement should at all times be developed, maintained and transferred to the CITY, at the CITY's request, in a format compatible with CITY systems or usable by the CITY in order to seamlessly continue operations. The CITY Director of Technology and Innovation and the COUNTY Appointed IT Point of Contact, contemplated by Section 3.12(a), shall meet regularly at such intervals, places and times as agreed between the two, to ensure that, to the extent possible, data developed is usable for the CITY. Routine requests for data are within the scope of the Services of this Agreement and are compensated by payment of the Total Annual Fees. Extraordinary requests for data or information may be considered additional services and shall be requested and processed for approval as set forth in Section 3.2(a).

8.3 SHERIFF's Office Data Format. SHERIFF's Office electronic data created for the CITY or transmitted to the CITY in relation to the provision of Services under this Agreement should at all times be developed, maintained and transferred to the CITY in a format as set forth in the Manual.

8.4 Data Sharing. In regards to criminal history information, investigations, traffic crash, vehicle registration information and like points of information as may be designated in the Manual, to the extent allowed by law, the COUNTY, through its SHERIFF, shall treat all agencies and departments of the CITY in a similar manner as a municipal police department would treat other departments and agencies of the municipality.

8.5 Ownership of Records. All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the SHERIFF shall be owned by the SHERIFF. All SHERIFF's Office administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the SHERIFF until provided to the CITY as required by this Agreement.

SECTION 9. COMPENSATION AND BILLING PROCEDURE.

9.1 Compensation. In consideration for the provision of Services described herein, including all support services as outlined in this Agreement, the CITY agrees to pay the COUNTY the Total Annual Fees as set forth on **Exhibit D** to this Agreement. The Parties agree that the Total Annual Fees on **Exhibit D** (and the associated services as set forth in **Exhibits A, B and C** and the Risk Sharing Costs on **Exhibit E**) shall be re-negotiated each year in accordance with the provisions of Section 9.4.

9.2 Total Annual Fees Calculation. Total Annual Fees shall be calculated as set forth on **Exhibit D**.

9.3 Billings.

9.3.1 Total Annual Fees shall be allocated and invoiced to the CITY equally over a twelve-month period for every calendar year this Agreement remains in effect. Any other amounts due to the COUNTY in accordance with this Agreement shall be billed and paid as and if incurred pursuant to the timeframes and billing procedures set forth in this Section 9.3.

9.3.2 The allocated Total Annual Fees will be billed by the COUNTY no later than the thirtieth (30th) day of the month. Payments by the CITY will be due within thirty (30) days of receipt of the billing.

9.3.3 All COUNTY invoices shall be sent directly to the CITY Primary Representative for review, approval and submission to the CITY Finance Department for payment.

9.3.4 The CITY Manager or his/her designee shall contact the COUNTY's Finance Director should there be any discrepancies in the invoice or invoices submitted. The CITY may dispute any invoiced amount and may request additional information from the COUNTY substantiating any and all invoiced amounts before accepting the invoice. When additional information is requested by the CITY, the CITY shall advise the COUNTY in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If the CITY disputes an item or invoice and additional information is requested, the CITY shall pay the invoiced amount within thirty (30) days of acceptance of the item or invoice by the CITY following receipt of the information requested and resolution of the dispute. Undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.

9.4 Future Billing Rates.

9.4.1 Development of Annual Cost for Services and Exhibits A, B, C, D, and E. For 2018 and other years that this Agreement is in effect, the CITY and COUNTY representatives shall jointly develop a budget, including discretionary budget additions ("**Decision Packages**"), as a result of changes to Services or Service levels as outlined on **Exhibit A, B and C**, if any, changes to Risk Sharing Costs as outlined on **Exhibit E** in accordance with Section 13 of this Agreement, if any, and corresponding changes to **Exhibit D**.

9.4.2 Final Annual Agreement on Amendments to Exhibits. Final adoption of the budget (and corresponding **Exhibits A, B, C, D and E**) as outlined in this Section shall be effected by official action of approval by the CITY and the COUNTY as set forth in Sections 5 and 9.4.4 of this Agreement, and **Exhibits A, B, C, D, and E** shall then be replaced and superseded.

9.4.3 Mutual Participation and Consent. Throughout the budgeting process, the COUNTY shall allow the CITY's representatives to participate in COUNTY and SHERIFF processes for determining the cost of providing Services and Risk Sharing Costs, and the CITY shall allow the SHERIFF or the Law Enforcement Liaison (if other than the SHERIFF) to participate in the CITY'S determination of available funding and Service needs. During the course of any calendar year for which **Exhibits A, B, C and D** were finalized in the preceding year, any increase or decrease in Services or the level of Services will result in a corresponding increase or decrease in the cost to the CITY, and the Parties must agree in writing to any such amendment to the costs, Services or Service levels associated with any such change prior to such modification. Nothing in this Section shall be construed to require the CITY to pay any amounts in excess of Total Annual Fees, or the SHERIFF to provide any additional services or level of services, without the CITY and the COUNTY's' prior written agreement.

9.4.4 Annual Schedule. Subject to further requirements as set forth in the Manual, the schedule for development of the annual budget (and resulting **Exhibits A, B, C, D, and E**) shall be:

- (a) At least sixty (60) days in advance of the CITY's annual Springtime CITY Council budget workshop, the SHERIFF and CITY representatives shall meet to discuss current budget and Services, preliminary revisions to Services and Service levels, if any, preliminary revisions to Risk Sharing Costs, if any, and preliminary budget impacts, with a written proposal related to the Services and Service levels (a proposed **Exhibits A, B, C, D and E** for the ensuing year) to be prepared by the COUNTY in advance of the meeting.
- (b) Based on such discussions, the COUNTY, in collaboration with the SHERIFF, will provide a preliminary budget to the CITY Primary Representative no later than August 1st of each year (or in accordance with CITY budget schedule as such schedule is developed each year).
- (c) In order to allow the Parties to adopt annual budgets by December 15th of each year, a revised preliminary budget for the ensuing year shall be discussed and available to both Parties by October 1st of each year
- (d) The CITY Council, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein shall consider for approval **Exhibits A, B, C, D and E** in their then-current form at the time it approves its annual budget for the next ensuing year, usually by December 15th of the year, subject to the adjustments contemplated in subsection (f) hereof.

(e) The COUNTY Board of County Commissioners, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein, shall approve a final budget for the SHERIFF Office by December 15th of each year and shall approve a final of the **Exhibits A, B, C, D and E** for the ensuing year by no later than December 30th of each year.

(f) If the final COUNTY approval of **Exhibits A, B, C, D and E** for the ensuing year varies from what the CITY Council approved pursuant to Subsection (d), then, in January of each year following the action of the COUNTY Board of County Commissioners as described in subsection (e) above, the CITY Council, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein, shall consider approval of a final of the **Exhibits A, B, C, D and E** for the then-current year, and, if necessary, amend the CITY budget for the then-current year. If the final COUNTY action approving **Exhibits A, B, C, D and E** for the next ensuing year by December 30th would result in an increase or decrease of the CITY budget for Total Annual Fees payable under this Agreement for the relevant year, the parties agree to negotiate in good faith to reach consensus on **Exhibits A, B, C, D and E** for the then-current year. If the parties are unable to negotiate a consensus on **Exhibits A, B, C, D and E**, they shall engage in mediation regarding the same, utilizing a mediator mutually agreed upon by the Parties. If the parties are unable to reach a consensus either through good faith negotiations and/or mediation within three (3) months of the COUNTY action approving **Exhibits A, B, C, D and E**, the parties may mutually agree to continue negotiations or either Party may give notice of the intent to terminate the Agreement as set forth in Section 11.2.3. During the pendency of such negotiations and/or mediation, the CITY shall pay the COUNTY a monthly pro-rated amount of Total Annual Fees at the rate as budgeted and appropriated by the Council for the then-current year and, upon completion of the negotiations and final approval of **Exhibits A, B, C, D, and E**, the parties will reconcile and, as appropriate, make up any overages or deficiencies with the next monthly installment due after the Exhibits are finalized.

9.4.5 Annual Market Compensation Survey. Commencing for Service year 2018 (to be conducted in 2017), the COUNTY will engage in an annual market compensation survey of law enforcement positions matching as closely as possible the duties of SHERIFF's office personnel providing Services to the CITY hereunder. The Parties agree that attracting and retaining qualified and quality SHERIFF's personnel is in the best interest of both Parties and the Parties will strive to increase compensation as needed to remain reasonably competitive and attract and retain such personnel. The survey contemplated hereunder shall be completed by August 1st of each year in which it is to be conducted and the COUNTY will share the market compensation data collected with the CITY as part of the annual budget development process.

9.4.6 Annual Updated Equipment Useful Life/ Replacement Schedule. The COUNTY will deliver annually to the CITY, in advance of discussions to set Total Annual Fees for the next ensuing year, an annually updated capital equipment

useful life/replacement schedule listing that equipment for which the COUNTY will seek CITY contribution toward replacement costs. The COUNTY and the CITY shall include annually, on **Exhibit D**, an agreed upon list of the equipment which constitutes capital equipment as referenced in this paragraph. It is anticipated that scheduled replacement costs for such capital equipment used to provide Services under this Agreement shall be estimated by the COUNTY and apportioned over the life of the equipment. The COUNTY shall provide the CITY annually with the replacement date(s) and estimated replacement costs for all capital equipment listed on the capital equipment useful life/replacement schedule.

9.4.7 Future Annual Budgetary Amounts. The Parties acknowledge that changes in Services or Service levels or changes in costs to the COUNTY of providing the same Services or Service levels may affect future amounts of Total Annual Fees to be paid by the CITY hereunder (either by increasing or decreasing in correspondence with the changes in costs, Services or Service levels). The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate within budgetary limitations that require both entities to reasonably fund the Services contemplated hereunder while being at all times conscious of costs and of the responsibility to maintain the level and quality of the Services as contemplated by this Agreement. The obligations of the SHERIFF to provide the Services hereunder are conditioned on the CITY funding the Services at a minimum at a level that ensures that the SHERIFF's Office is able to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, and (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. The expectation of the Parties is that the costs to the CITY for each personnel position or for each item of budgeted equipment will be the same as the cost paid by the COUNTY per position or item. Any increase in the costs for each item budgeted as part of the fees identified and adopted on **Exhibit D** for any year of Services hereunder over prior year budgeted fees shall be at all times limited to a percentage no greater than the percentage increase over previous year budget amounts that the COUNTY will approve for its own COUNTY budget for SHERIFF Services for the same budgeted item(s). This COUNTY percentage increase limit shall not be applicable to any new costs that are required because federal or state law imposes a law enforcement or public safety obligation on municipalities not otherwise imposed on counties or because the CITY has directed the SHERIFF to provide Services over and above those provided in the COUNTY or at a level higher than those provided in the COUNTY. Any changes in the Risk Sharing Costs as adopted on **Exhibit E** for any year of Services over prior year budget shall be determined in accordance with Section 13 of this Agreement.

9.4.8 Negotiation of Annual Budgetary Amounts. The Parties understand that preliminary budget estimates for the ensuing year from the COUNTY are subject to change prior to December 30th of each year. The preliminary budget (and corresponding preliminary Exhibit D outlining Total Annual Fees) shall be developed with full consideration of the CITY's available funding and Service needs, and the COUNTY's cost of providing Services. Upon receipt of the initial draft preliminary budget (which, in accordance with Section 9.4.4(b), is due to the CITY by the COUNTY by August 1st of each year), the CITY Primary

Representative and the Law Enforcement Liaison and other staff deemed appropriate by either Party will meet and attempt to negotiate any necessary revisions to Services or Service levels to accomplish decreases in Total Annual Fees requested by the CITY.

9.4.9 Corrections to Budget. When the payment due hereunder for any budgeted item is based on an allocation of costs methodology and the allocation of costs methodology is determined to be incorrect, the amount paid by the CITY shall be adjusted accordingly for any year subject to the review and mutual consent of the Parties, which consent shall not be unreasonably withheld or denied.

9.5 Fee Collection. Any fees and amounts which are due to the CITY's law enforcement provider under C.R.S. §42-4-1409(9), as amended, or any other statute or law which requires payments of fees or amounts to a municipal law enforcement agency, if collected by the COUNTY or SHERIFF, shall either be remitted to the CITY or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties.

9.6 Credits. In the event that the COUNTY or SHERIFF receives grants or other rebates, incentives, restitution, insurance proceeds or other funds from any source, which funds are used to pay for the provision of Services or any other costs for which the CITY is otherwise directly obligated to pay hereunder, the COUNTY shall disclose receipt of such funds to the CITY Primary Representative and, unless restricted by law or the terms of the grant or other funding source, shall credit the CITY with such amount against any payments due to the COUNTY hereunder.

9.7 All Hazards/Disaster/Emergency Management Services.

9.7.1 Deployment of Assets in Emergency. The Parties recognize that certain All Hazards/Disaster/Emergencies may occur which result in the CITY's need for the SHERIFF to provide emergency management or disaster services. In accordance with Section 7.3 of this Agreement, the CITY grants to the SHERIFF the authority, as the CITY's All Hazards/Disaster/Emergency Manager, to deploy any qualified and immediately available assets, to include public or private sector assets, which assets shall be accountable to the SHERIFF in the best public interests of the community, at a cost of up to \$300,000, with the prior approval of the Mayor and/or CITY Manager whenever possible. Although every effort will be made to consult with the CITY prior to deploying such emergency asset(s), if circumstances so require, the deployment of available emergency assets costing up to \$300,000 may be accomplished immediately, with subsequent notification to the CITY Manager, or the CITY Primary Representative if other than the CITY Manager in the absence of the CITY Manager, as soon as practicable. If deployment of assets costing in excess of such amount are required, in accordance with CITY policy, approval of CITY Council or such other officer of the CITY as the CITY Manager may designate by notice to the COUNTY, is necessary. The CITY shall not be responsible for fees for any emergency services not authorized by the CITY in accordance with this paragraph.

9.7.2 Subcontracted Work During Emergency. In accordance with Federal Emergency Management Agency or other potential funding source requirements,

in the event subcontracted work (from either the private sector or public sector, including the COUNTY) becomes necessary in times of All Hazards/Disaster/Emergency, the CITY shall reimburse the COUNTY for any subcontracted work based on the actual subcontract amount incurred and paid by the COUNTY (excluding amounts reimbursed by another entity). In addition, the CITY agrees to pay the actual administrative and other costs incurred by the COUNTY (and not paid or reimbursed by any other entity) for creating and monitoring all records generated during an All Hazards/Disaster/Emergency, as well as other reasonable and actual costs incurred by the COUNTY in service to the CITY during an All Hazards/Disaster/Emergency. The COUNTY will keep a record of the time spent by crews and the monies expended in providing services in accordance with this Section and the CITY shall have the right to audit as otherwise provided in this Agreement.

9.7.3 Impact on Budget. In the event the SHERIFF authorizes services in accordance with this Section, to the extent that the cost of such services is not reimbursed by another entity and to the extent possible and desired by the CITY, the Parties shall meet to discuss whether any approved budgeted amounts for Services could be reduced to compensate for All Hazards/Disaster/Emergency expenses which will cause the annual cost to the CITY for Services to exceed the Total Annual Fees. No modification of Services will be made which results in Services or Service levels not meeting the standard set forth in Section 9.4.7 of this Agreement or without the mutual written agreement of the Parties.

SECTION 10. ANNUAL FINALIZED PRIOR YEAR BUDGET, AUDITS AND INSPECTIONS.

10.1 Annual Finalized Prior Year Budget. Annually, by May 1 of each ensuing year following any fiscal year during which this Agreement is in effect, the COUNTY shall provide to the CITY a finalized prior year budget for the SHERIFF's Office comparing SHERIFF office budget in the prior year related to Services under this Agreement to actual expenditures related to Services under this Agreement. The format of this annual report shall be as mutually agreed upon in writing by the CITY, SHERIFF and COUNTY Finance representative. The first report under this subsection shall commence on May 1, 2019.

10.2 Audits and Inspections. To the extent allowed by law, the records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY, or the designee of either during the term of this Agreement and three (3) years after termination. The cost of any audit or review shall be borne by the requesting Party. In addition, at the CITY's cost, the CITY shall have the right to conduct, either itself or through a designee, an audit of the Services provided to the CITY and associated costs. The Parties shall make available for inspection and review by the auditor selected by the requesting Party all information relevant to the matter under audit. Any such inspections or audits shall be conducted during normal business hours or at reasonable times and, when possible, with prior notification to the Party being audited or inspected. Without limiting the foregoing, it is the intent of the CITY to conduct such audits in years 4 and 8 of this Agreement. During such audits, the Parties agree to review the insurance requirements of Section 15 and the risk sharing allocations of Section 13. Any mutually agreed upon amendments to such provisions shall be approved in accordance with Section 23.

SECTION 11. DURATION, TERMINATION AND TRANSITION.

11.1 Term. Unless earlier terminated in accordance with Section 11.2, this Agreement shall remain in full force and effect from 12:01 a.m. on January 1, 2018 (“**Effective Date**”) until midnight December 31, 2027. Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the CITY or the COUNTY provides the other with written notice by December 31 of any year of its intent to terminate the Agreement commencing at the start of the next calendar year which begins at least 365 days after the date of the notice of termination. Total Annual Fees for Services, including Risk Sharing Costs, during any automatic renewal period shall be determined in accordance with the provisions of Sections 5, 9, and 13 of this Agreement.

11.2 Termination.

11.2.1 CITY Right to Termination upon Change of SHERIFF. In the event of the election or appointment of a new SHERIFF other than the person elected to fill such role as of the Effective Date of this Agreement, and within 180 days of such event, the CITY shall have the right to terminate this Agreement with at least 365 days’ notice in the event that the CITY is not satisfied that the policies, vision or management services of the new SHERIFF align with the CITY vision, policy or goals for law enforcement or public safety services within the CITY.

11.2.2 Bilateral Right to Termination if Major Claims Paid or Incurred Exceed Risk Sharing Cap. If the Parties are unable to come to an Agreement as contemplated in Section 13.3.7, then either the CITY or the COUNTY shall have the right to terminate this Agreement with at least 365 days’ notice to the other.

11.2.3 Bilateral Right to Terminate if Parties Fail to Mutually Approve Exhibits. If the parties are unable to come to an Agreement (either through negotiations and/or mediation) regarding the Total Annual Fees and/or Services memorialized through the annual approval of **Exhibits A, B, C, D and E**, as contemplated in Section 9.4.4(f), then either the CITY or the COUNTY shall have the right to terminate this Agreement with at least 547 days’ notice to the other.

11.2.4 Parties’ Right to Terminate for Non-Performance, Right to Cure. Either Party may terminate this Agreement should the other Party fail to materially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall: (a) specify the non-performance, (b) provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and (c) state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. Except for a failure of the CITY to pay, in no event shall the Agreement terminate sooner than 365 days from the date the demand to cure the non-performance is delivered. If the non-performance involves a failure of the CITY to pay Total Annual Fees due, the COUNTY may terminate the Agreement within 30 days, and the CITY shall be liable to the COUNTY for all due and unpaid compensation under this Agreement to the date of termination. Provided that notice of non-performance is provided in accordance with this Section,

nothing in this Section shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

11.3 Other Providers. Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide Services (including a CITY police force) upon the termination of this Agreement.

11.4 Transition. In the event Services covered hereby are not continued to be provided by the COUNTY, whether by termination, expiration without a new agreement or otherwise, the Parties agree to develop in advance a transition plan which will govern the timing and process of transfer of responsibility for delivering Services from the COUNTY, through the SHERIFF, to the CITY or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing Services transfers from the COUNTY, through the SHERIFF, to the new service provider and a mutually agreeable transition budget. The transition plan will be developed by the CITY Primary Representative, the SHERIFF and the COUNTY and will be implemented prior to the date of termination. The transition plan will generally address and include reasonable costs agreed to by the Parties related to matters, including, without limitation, COUNTY staff time (including training time), data and the scope of any data transfer to the CITY, records and the scope of any records sharing or transfer to the CITY, and materials utilized to assist the CITY with the transition. The COUNTY (to include the SHERIFF) shall use its best efforts to mitigate any costs incurred in the transition. All costs associated with the transition plan to be paid by the CITY shall be approved in writing by the CITY Manager and shall be actual costs to or incurred by the COUNTY without administrative mark-up. Any such transition plan shall take into consideration CITY contributions made to capital investments to support operations of the SHERIFF's Office for vehicles, equipment, etc. and a credit shall be fairly determined and agreed to between the parties. At all times, the SHERIFF shall treat the CITY law enforcement agency as may come into existence in like manner as the SHERIFF would treat any other similar law enforcement agency concerning the sharing of criminal records or other law enforcement data.

SECTION 12. ANNUAL APPROPRIATION.

The Parties understand and acknowledge that each of the CITY and COUNTY is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2017, is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.

SECTION 13. INDEMNIFICATION AND DEFENSE.

13.1 COUNTY Indemnity.

13.1.1 To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. (“**CGIA**”), the COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder (to include without limitation claims under the Americans with Disabilities Act), regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising from or in any way related to any incident or matter arising in or on COUNTY jail or detention facility property(ies).

13.1.2 Whenever any third party (a) files a written notice of claim against the CITY or COUNTY (as required under C.R.S. §24-10-109, and as may be amended from time to time) for damages related to the Services provided under this Agreement, (b) serves the CITY or COUNTY with a summons and complaint related to the Services provided under this Agreement, or (c) otherwise makes any claim for damages against the CITY or COUNTY related to the Services provided under this Agreement (such claim, notice of claim or service of a complaint shall be referred to jointly in this Section as a “**Claim**”), such Claim shall be received by and acted upon by the COUNTY’s Risk Management and Legal Department. The COUNTY shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. The CITY shall promptly forward all such Claims it may receive to the COUNTY Attorney.

13.1.3 In the event that the CITY, its employees, or elected officials are named in any Claim, the COUNTY shall be the responsible party for defense or indemnification under this Agreement.

13.1.4 For any Major Claim (as defined below in Section 13.4.3) the COUNTY Attorney shall consult with the CITY Attorney’s Office upon receipt of such Major Claim or potential Major Claim and shall report regularly to the CITY Attorney’s Office the status of any investigation or positions taken in regard to same as agreed to by the CITY Attorney and the COUNTY. Action upon such Major Claims may include but not be limited to payment in whole or part, but only with the written consent of the CITY.

13.1.5 In no event will the COUNTY be responsible for a claim against the CITY which arises from Services not performed by the COUNTY, as long as such Services are not the obligation of the COUNTY to perform under this Agreement. In addition, nothing in this Agreement is intended to limit the COUNTY’S or the CITY’S immunities or defenses.

13.2 CITY Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of the CITY, its officers, employees or agents (other than the COUNTY or SHERIFF) associated with this Agreement. Any such claims by third parties based on the acts or omissions of the CITY, its officers, employees, or agents (other than the COUNTY or SHERIFF) shall be received and acted upon by CITY management. The COUNTY shall promptly forward all such claims it may receive to the CITY Attorney.

13.2.1 In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

13.3 Risk Sharing Costs and Exhibit E. In consideration for the indemnification and defense obligations of the COUNTY contained herein, the CITY shall pay as part of the Total Annual Fees provided for under **Exhibit D**, an annual amount as set forth on **Exhibit E** ("**Risk Sharing Costs**"). Both **Exhibits D** and **E** shall be replaced and superseded annually in accordance with this Agreement. Such annual Risk Sharing Costs amount shall be paid to the COUNTY as in Section 9 and shall be based upon all of the following:

13.3.1 Insurance costs: The CITY's allocation of the SHERIFF's Office allocation of total premium costs incurred by the COUNTY for the following insurance coverage plus a similarly allocated cost of a brokerage/consulting fee:

- Property
- Excess liability (after first \$400,000 per claim)
- Boiler & machinery
- Public dishonesty (crime) coverage
- Excess worker's comp
- Self Insurer's Bond

(a) The CITY's allocation of premium costs (with the exception of premium costs related to Property insurance coverage) shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY insurance costs for each coverage type listed above by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under **Exhibit D** of the relevant year divided by total SHERIFF's Office Budget in the relevant year).

- (b) The CITY's allocation of premium costs related to Property insurance coverage shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY premium cost for such coverage by a percentage determined by dividing total square footage of real property occupied by the SHERIFF's Office by the total square footage of all real property occupied by all COUNTY offices.

13.3.2 Minor Claims: For purposes of this Agreement, a Minor Claim shall mean any claims paid, or amounts incurred by the COUNTY related to the SHERIFF's Office (excluding detention-related claims or amounts), including but not limited to damage to COUNTY property (also excluding detention related property), for which the total amount paid or incurred, is less than \$60,000 ("**Minor Claims**").

- (a) For Minor Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Minor Claims, multiplied by the percentage which is determined as follows:

Total amount payable to the COUNTY under **Exhibit D** divided by an amount that is equal to the total SHERIFF's Office Budget minus the amount related to detention-related services.

13.3.3 Major Claims: For purposes of this Agreement, a Major Claim shall mean any Claim in which the COUNTY paid (in settlement (subject to CITY approval as set forth in Section 13.1.4) or judgment) and/or incurred (including, but not limited to property damage or costs related to the defense or investigation of a Major Claim) an amount in excess of \$60,000, and where (a) the CITY is a named party, or (b) where the CITY is not a named party, but where the circumstances that form the basis of the Claim occurred within the CITY and/or involve COUNTY employees assigned to perform services under this Agreement or (c) the Claim otherwise directly relates to the Services provided or to be provided to the CITY under this Agreement ("**Major Claims**"). Major Claims shall not include amounts paid by the COUNTY's liability insurer related to the same.

- (a) For Major Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Major Claims incurred by the COUNTY related to the provision of Services under the Agreement only to the amount necessary to make the COUNTY whole on out of pocket costs for Major Claims.

13.3.4 Staff Time: The CITY's allocation of the COUNTY's total cost for staff time involved in processing Minor Claims (such staff time for Major Claims being included in the calculation under subsection (C) of **Exhibit E**). The Parties agree that the CITY's allocation of such costs shall be calculated under this Agreement by apportioning to the CITY ten (10) percent of the then-current salary and benefits of the COUNTY Risk Manager, ten (10) percent of the then-current salary and benefits of a COUNTY claims administrator or paralegal (or other staff person assigned to assist with claims), and thirty (30) percent of the then-current

salary and benefits of an attorney assigned to review and/or handle such Minor Claims on behalf of the SHERIFF's Office. For each subsequent year of this Agreement these percentages will remain the same, unless the parties mutually agree to amend the percentages.

13.3.5 Data Used in Calculating Exhibit E. Data used in calculating **Exhibit E** shall be actual or budgeted numbers for the last relevant calendar or budget year.

13.3.6 Limitation on Increase in Annual Risk Sharing Costs. At all times, the annual Risk Sharing Costs shall not exceed an annual limitation ("**Risk Sharing Cap**"). For Service year 2018, the Risk Sharing Cap shall be \$800,000. For each year of Service beyond Service year 2018, the annual Risk Sharing Cap shall increase from the prior year by the same percentage that the COUNTY's annual insurance premiums increase. The Risk Sharing Cap calculation shall be set forth on Exhibit E.

13.3.7 Conference When Annual Risk Sharing Cap Reaches Threshold. The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate to limit exposure to liability to ensure that both entities can continue to reasonably and responsibly fund all necessary governmental services. Notwithstanding the foregoing Risk Sharing Cap, the Parties agree to meet in good faith to negotiate how to handle any circumstance where (a) the COUNTY incurs a judgment on any Major Claim that either exceeds the amounts covered under the COUNTY's liability insurance policies, or (b) it is anticipated that the COUNTY will, as a result of the combination of the three-year Major Claim Risk Sharing Costs Allocation and the Risk Sharing Cap, not recoup all of its out of pocket expenditures incurred on one or more Major Claims for three (3) consecutive years under the Agreement.

SECTION 14. NO THIRD-PARTY BENEFICIARY.

The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligation to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 15. INSURANCE.

To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the indemnification obligations specified herein, the Parties shall maintain the following insurance coverages during the term of this Agreement and for two years following termination.

15.1 Required Policies. Each of the CITY and the COUNTY shall procure and maintain the following insurance coverage, with insurers with an A- VII or better rating as determined by Best Key Rating Guide, at their own expense. The CITY and COUNTY agree that the CITY'S participation in a public entity self-insurance pool, and the COUNTY's self-insurance up to \$400,000, coupled with excess insurance coverage, shall satisfy this requirement.

15.1.1 Commercial General Liability insurance with minimum combined single limit of \$10,000,000 (ten million dollars) each occurrence and \$10,000,000 (ten million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. The COUNTY's policies shall include law enforcement coverage. The Parties agree, at a minimum in years four and eight of this Agreement (2021 and 2025) to jointly review the insurance requirements of Section 15 to ensure that liability risk is minimized to a prudent level to protect the assets of each party. Any mutually agreed upon amendments to such provisions shall be approved in accordance with Section 23.

15.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure vehicles owned by the CITY. Vehicles used in the provision of Services under this Agreement shall remain in the ownership of the COUNTY.

15.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per occurrence and aggregate.

15.1.4 The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing Services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence to the CITY. Each of the CITY and the COUNTY is responsible for the required and necessary workers' compensation coverage on their respective employees.

15.2 Claims Made Policies. The CITY's required coverage for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance is provided on a "Claims Made" policy, and the CITY shall maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of January 1, 2001 or earlier, subject to availability under and terms and conditions of existing policies.

15.3 Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

15.4 Certificates. Each Party shall provide the other with Certificates of Insurance

for the coverages required under this Section at least thirty (30) days prior to the beginning of the term of this Agreement, and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carrier(s) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.

15.5 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections (“**Protections**”) provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time (“**CGIA**”) or otherwise available to the Parties for federal claims. If either the CITY or the COUNTY waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party.

SECTION 16. SUBROGATION.

The Parties agree to waive the right to subrogation to the limited extent of the obligations for indemnification and defense as provided in Section 13 of this Agreement.

SECTION 17. NON-DISCRIMINATION.

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 18. ASSIGNMENT.

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

SECTION 19. NOTICE.

Formal notice or communication to be given by COUNTY or SHERIFF to CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF CENTENNIAL
13133 East Arapahoe Road
Centennial, Colorado 80112
Attention: City Manager

with a copy to be mailed to each of the CITY Attorney and the Mayor at the same address.

Formal notice or communication to be given by CITY to COUNTY or SHERIFF under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

ARAPAHOE COUNTY
5334 South Prince

Littleton, Colorado 80166-0001
Attn: County Attorney

and

ARAPAHOE COUNTY SHERIFF'S OFFICE
13101 Broncos Parkway
Centennial, CO 80112
Attn: Sheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 20. WAIVER.

No waiver by the CITY, COUNTY or SHERIFF of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 21. ENTIRE AGREEMENT.

This Agreement and the City of Centennial Emergency Operations Plan and the Arapahoe County Emergency Operations Plan (as they affect the CITY), as in effect and as may be amended from time to time by written authorization of the Parties, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose.

SECTION 22. SURVIVAL UPON TERMINATION.

Any obligations which are required to be fulfilled even after termination of the Agreement, to include without limitation those obligations on the Parties set forth in Sections 3.6, 8.1, 9.6, 10.2, 11.4, 13, and 15 shall survive termination of this Agreement.

SECTION 23. AMENDMENT.

Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both the CITY and the COUNTY. Notwithstanding, operational processes and agreements consistent with this Agreement as set forth in the Manual may be amended by amendment of the Manual which shall require only the written consent of the SHERIFF and the CITY Manager.

SECTION 24. GOVERNING LAW, VENUE AND ENFORCEMENT.

This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the

interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

SECTION 25. CAPTIONS.

The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

SECTION 26. FILING.

Following its execution by the Parties, copies of this Agreement, together with the resolutions of the COUNTY Board of County Commissioners and the CITY Council approving this Agreement shall be filed with the CITY Clerk and the COUNTY Clerk and Recorder.

SECTION 27. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 28. TERMINATION OF PRIOR AGREEMENT.

As of the Effective Date, the Intergovernmental Agreement between Arapahoe County and the City of Centennial to Provide Law Enforcement and Public Safety Services, effective as of January 31, 2008, is hereby terminated.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

CITY OF CENTENNIAL, COLORADO

Cathy A. Noon, Mayor

Matt Sturgeon, City Manager

ATTEST:

City Clerk or Deputy City Clerk

For City Attorney's Office
Approved As To Form (*Excluding exhibits*)

Maureen Juran, Deputy City Attorney

COUNTY OF ARAPAHOE, COLORADO

Nancy Sharpe, Chair,
Board of County Commissioners

David Walcher, Sheriff
Arapahoe County Sheriff's Office

ATTEST:

County Clerk or Deputy