



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**  
**December 5, 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](http://www.arapahoegov.com). Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at [commissioners@arapahoegov.com](mailto: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 - November 7, 2017**

Documents:

[BOCC PUBLIC MEETING MINUTES 11.07.2017.PDF](#)

4.b. **BOCC Public Meeting Minutes - November 14, 2017**

Documents:

[BOCC PUBLIC MEETING MINUTES 11.14.2017.PDF](#)

5. **CEREMONY - 2017 APWA Colorado Chapter Award Presentation**

Presentation of the 2017 Individual - Professional Manager of the Year - Administrative Award to Dave Schmit, Director, Public Works and Development, by the American Public Works Association Colorado Chapter

*Presenter - John Sheldon, P.E., Director, Public Works, City of Greenwood Village  
Dave Schmidt, Director, Public Works and Development*

6. **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.

7. **CONSENT AGENDA**

7.a. **10.30.17 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

*Ron Carl, County Attorney*

Documents:

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

7.b. **11.6.17 Warrant ACH Expenditure Report**

Authorization to sign the Warrant Disbursement Register

*Ron Carl, County Attorney*

Documents:

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

7.c. **Abatement - Partial Approval (1 Resolution)**

Adoption of a resolution approving the recommendations of the Assessor's Office

*Karen Thompson, Paralegal  
Ron Carl, County Attorney*

Documents:

[11-28-17 BSR.DOC](#)

[KAREN TABLE 11-28-17.XLSX](#)

[SAMPLE ABATEMENT APPROVAL NO HEARING KST.DOC](#)

7.d. **Abatements (16 Resolutions)**

Adoption of 16 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office

*Karen Thompson, Paralegal  
Ron Carl, County Attorney*

Documents:

[11-28-17 PAGE ONE.DOC](#)  
[COPY OF 11-28-17 PAGE TWO - 16 RESOLUTIONS.XLSX](#)  
[SAMPLE ABATEMENT APPROVAL HEARING KST.DOC](#)  
[SAMPLE ABATEMENT DENIAL HEARING KST.DOC](#)

**7.e. Agreement Between Arapahoe County and Arapahoe Library District for Inmate Library Services**

Adoption of a resolution authorizing the Arapahoe County Sheriff to sign the Agreement for Services by and between Arapahoe County and the Arapahoe Library District for the purpose of providing library services at the Arapahoe County Sheriff's Office Detention Facility, for the period of January 1, 2018 to December 31, 2018, and any amendments and extensions, at the rates set forth in the Agreement, pursuant to the terms contained therein

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

Documents:

[ARAPAHOE LIBRARY 2018 AGREEMENT - VENDOR SIGNED.PDF](#)  
[BSR ARAPAHOE LIBRARY.PDF](#)

**7.f. Agreement Between Arapahoe County and Aurora Mental Health Center to Provide Services for the ADMIT Program**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Agreement for Services by and between Arapahoe County and Aurora Mental Health Center for the purpose of providing mental health care through the ADMIT Program at the Arapahoe County Sheriff's Office Detention Facility, for the period of January 1, 2018 to December 31, 2018, at the rates set forth in the Agreement, pursuant to the terms contained therein

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

Documents:

[2018 BSR FOR ADMIT.PDF](#)  
[2018 AGREEMENT FOR ADMIT.PDF](#)  
[EXHIBIT B- ADMIT PROGRAM DESCRIPTION AND PROJECT BUDGET--2014.PDF](#)

**7.g. Agreement for Services with United Restaurant Supply, Inc. for the Provision of Commercial Kitchen Equipment in the Arapahoe County Sheriff's Office Detention Facility per IFB-17-73**

Adoption of a resolution authorizing the Arapahoe County Sheriff to sign the Agreement for Services by and between Arapahoe County and United Restaurant Supply as well as any amendments and subsequent extensions thereto for the purpose of providing commercial kitchen equipment at the Arapahoe County Sheriff's Office Detention Facility, for an amount not to exceed \$169,371.12

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

Documents:

[2018 BSR FOR UNITED RESTAURANT SUPPLY.DOCX](#)  
[AGREEMENT FOR SERVICES\\_IFB-17-73.PDF](#)

**7.h. Amendment to the Agreement between Arapahoe County and Correct Care Recovery Solutions Regarding the RISE Program**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Amendment to the Agreement between Arapahoe County and Correct Care Recovery Solutions Regarding the RISE Program, pursuant to the terms contained therein

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

Documents:

[BSR - AMENDMENT TO RISE \(ADD 4 BEDS\).PDF](#)  
[RISE AMENDMENT \(4BEDS\) 10.23.17.PDF](#)

**7.i. Arbitration (1 Resolution)**

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

*Karen Thompson, Paralegal*  
*Ron Carl, County Attorney*

Documents:

[11-21-17.DOC](#)  
[SAMPLE ARBITRATION RESOLUTION.DOC](#)

**7.j. Arbitration (1 Resolution)**

Adoption of a resolution approving the arbitration 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 Thompson, Paralegal*  
*Ron Carl, County Attorney*

Documents:

[11-28-17.DOC](#)  
[SAMPLE ARBITRATION RESOLUTION.DOC](#)

**7.k. Arbitration (1 Resolution)**

Adoption of a resolution approving the arbitration 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

*Ron Carl, County Attorney*  
*Karen Thompson, Paralegal, County Attorney's Office*

Documents:

[12-5-17.DOC](#)  
[SAMPLE ARBITRATION RESOLUTION.DOC](#)

**7.l. 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 Thompson, Paralegal*  
*Ron Carl, County Attorney*

Documents:

[11 NOVEMBER 28, 2017.DOC](#)  
[SAMPLE BAA RESOLUTION.DOC](#)

**7.m. 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 Thompson, Paralegal, County Attorney's Office*  
*Ron Carl, County Attorney*

Documents:

**7.n. Fairgrounds and Park Rental Pricing, Policies and Procedures (2018/2019 Update)**

Adoption of a resolution to approve the updates to the Fairgrounds Policies and Procedures and Rental Pricing

*Matt Bixenman, Fairgrounds Operations Supervisor, Open Spaces*  
*Shannon Carter, Director, Open Spaces and Intergovernmental Relations*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleu, Senior Assistant County Attorney*

Documents:

[BSR\\_FG\\_POLICY\\_PROCEDURES\\_PRICING\\_UPDATES\\_11.22.17  
CONSENT AGENDA.PDF](#)  
[AC\\_FAIRGROUNDS\\_PROPOSED\\_POLICIES\\_PROCEDURES\\_11.6.17.PDF](#)  
[2019 DRAFT\\_AC FAIRGROUNDS RENTAL RATES.PDF](#)

**7.o. Jurisdiction Abatements (1 Resolution)**

Adoption of a resolution approving the denial abatement petition(s) for lack of jurisdiction.

*Barbara LeBlanc, Paralegal*  
*Ron Carl, County Attorney*

Documents:

[BSR.DOC](#)  
[DRAFT RESO.DOCX](#)

**7.p. Open Space Sales and Use Tax Collected on Aviation Fuel**

Adoption of a resolution pertaining to the use of revenues from the County's Open Space Sales and Use Tax collected on aviation fuel

*Ron Carl, County Attorney*

Documents:

[BSR FOR AVIATION FUEL TAX - FINAL.DOCX](#)

**8. GENERAL BUSINESS ITEMS**

**8.a. \*PUBLIC HEARING - Adoption of 3rd Quarter Supplemental Appropriation Resolutions**

Consideration of a request to approve the supplemental appropriation resolutions recommended by the Executive Budget Committee and reviewed by the Board of County Commissioners at the study session on November 21, 2017

*Presenter - Todd Weaver, Budget Manager, Finance*  
*Janet Kennedy, Director, Finance*  
*John Christofferson, Deputy County Attorney*

Documents:

**9. 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, NOVEMBER 7, 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:

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

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**

Commissioner Sharpe and Commissioner Jackson were absent and excused.

**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 Conti to adopt the Agenda as presented.**

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

**APPROVAL OF THE MINUTES**

**The motion was made by Commissioner Conti, duly seconded by Commissioner Holen to approve the minutes from the October 17, 2017 Public Meeting.**

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

#### **CITIZEN COMMENT PERIOD**

**There were no citizen comments.**

#### **CONSENT AGENDA**

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

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

#### **GENERAL BUSINESS ITEMS**

**Item 7.a. – Resolution No. 170560 – Christensen Lane Estates Filing No. 3 - Replat (P17-009) and Item 7.b. Resolution No. 170561 - Christensen Lane Estates Filing No. 3 - Vacation of Easements**

Robert Hill, Senior Assistant County Attorney, established jurisdiction for the Board to hear these cases.

Molly Orkild-Larson, Senior Planner, presented the details of the requests. Staff recommends that these applications be approved based on the findings noted in the staff reports.

John Overmeyer, applicant, explained the purpose for these requests. He stated that he has been maintaining the lots.

The Public Comment period was opened.

Gary Self - In favor of the requests.

The Public Comment period was closed.

**The motion was made by Commissioner Conti in the case of P17-009, Christensen Lane Estates, Filing No. 3 - Replat, that the Board has reviewed the staff report, including all exhibits and attachments and has 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. Prior to signature of the final copy of these plans, the applicant must address Public Works staff comments and concerns.
2. The approval of the Christensen Lane Estates, Filing No. 3 – Replat is contingent upon the approval of the Christensen Lane Estates, Filing No. 3 – Vacation of Easements (V17-002).

**Duly seconded by Commissioner Holen.**

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

**The motion was made by Commissioner Conti in the case of V17-002, Christensen Lane Estates, Filing No. 3 – Vacation of Easements, that the Board has reviewed the staff report, including all exhibits and attachments and has 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. Prior to the recording of the Vacation of Easements, the applicant shall address the Public Works Staff comments and concerns.
2. Prior to the recording of the Vacation of Easements, the applicant shall finalize the Release of Easement.
3. The approval of the Christensen Lane Estates, Filing No. 3 – Vacation of Easements is contingent upon the approval of the Christensen Lane Estates, Filing No. 3 – Replat (P17-009).

**Duly seconded by Commissioner Holen.**

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

#### **Item 7.c. – Resolution No. 170562 – Public Trustee 2018 Budget**

Su Ryden, Arapahoe County Public Trustee, provided a summary of the 2018 Public Trustee budget. She thanked Todd Weaver, Ron Carl, Monica Kovaci, the Board, and the County Clerk’s Office.

**The motion was made by Commissioner Conti, duly seconded by Commissioner Holen to accept the Arapahoe County Public Trustee’s 2018 budget.**

**The motion passed 3-0, Commissioner Sharpe and Commissioner Jackson absent and excused.**

#### **COMMISSIONER COMMENTS**

Commissioner Baker commented regarding support for first responders.

Commissioner Holen acknowledged the recent shooting in Texas and said all communities should work together to find a way to end the mass killings.

Commissioner Conti remembered the victims and families of the recent shooting in Thornton, Colorado.

**There being no other business before the Board, Commissioner Baker adjourned the meeting at 9:56 a.m.**

#### **ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

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

**MINUTES OF THE ARAPAHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
TUESDAY, NOVEMBER 14, 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:

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

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 Jackson to adopt the Agenda as presented.**

**The motion passed 5-0.**

**APPROVAL OF THE MINUTES**

**The motion was made by Commissioner Baker, duly seconded by Commissioner Conti to approve the minutes from the October 24, 2017 Public Meeting.**

**The motion passed 5-0.**



## **CEREMONIES**

### **Resolution No. 170563 - Retirement Resolution for Betty L. Fine**

Retirement resolution for Betty L. Fine, Administrative Division Assistant Supervisor, Assessor's Office, who will retire on December 1, 2017, after 28 years of dedicated service.

Commissioner Sharpe read the retirement resolution into the record.

Marc Scott, Assessor, mentioned Ms. Fine's testimony in a trial and said she did a tremendous job. He said she will be missed.

Ms. Fine thanked everyone and said it has been a pleasure to work with everyone.

**The motion was made by Commissioner Baker, duly seconded by Commissioner Jackson, to adopt the resolution as presented.**

The Board thanked Ms. Fine for her dedication.

**The motion passed unanimously.**

### **Resolution No. 170564 - Retirement resolution for Suzanne Hopkins**

Retirement resolution for Suzanne Hopkins, Customer Relations Supervisor, Assessor's Office, who will retire on December 1, 2017, after 33 years of dedicated service.

Commissioner Sharpe read the retirement resolution into the record.

Marc Scott, Assessor, said Suzanne has been an inspiration to the Assessor's Office and mentioned her participation in the "Climb to the Clouds" program.

Ms. Hopkins talked about her tenure at Arapahoe County.

**The motion was made by Commissioner Holen, duly seconded by Commissioner Conti, to adopt the resolution as presented.**

The Board thanked Ms. Hopkins for her service.

**The motion passed unanimously.**

## **CITIZEN COMMENT PERIOD**

There were no citizen comments on this day.

## **CONSENT AGENDA**

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

**The motion passed 5-0.**

## **GENERAL BUSINESS ITEMS**

### **Item 8.a. – Resolution No. 170575 – Parker and Florida Library, Children's Addition Vacation of Easement (V17-003)**

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

Molly Orkild-Larson, Senior Planner, presented the details of this case and recommended approval of this application based on the findings contained in the staff report.

Commissioner Jackson asked about the drainage.

Sue Liu explained that the drainage easement is sufficient and would catch additional flow. She confirmed that Engineering supports this application.

Jared Floyd, representing the applicant, presented renderings of the site and the proposed addition.

**The motion was made by Commissioner Jackson, in the case of V17-003, Parker and Florida Library, Children's Addition -Vacation of Easement, that the Board has reviewed the staff report, including all exhibits and attachments and has listened to the applicant's presentation and any public comment as presented at the hearing and hereby moves to approve this application based on the findings in the staff report, subject to the following condition:**

1. Prior to the recording of the Vacation of Easement, the applicant shall address the Public Works Staff comments and concerns.

**Duly seconded by Commissioner Holen.**

**The motion passed 5-0.**

## **COMMISSIONER COMMENTS**

Commissioner Baker commented that Kaitlyn Cahill will be traveling to the Virgin Islands to assist in stray and injured animal rescue and transport.

Commissioner Sharpe recognized Veterans Day and thanked Commissioner Holen and Commissioner Baker for their service.

**There being no other business before the Board, Commissioner Sharpe adjourned the meeting at 10:10 a.m.**

## **ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS**

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

REPORT FOR 10/24/2017 TO 10/30/2017

FUNDS SUMMARY:

## FUNDS SUMMARY:

10 General Fund	490,925.30
11 Social Services	398,888.19
12 Electronic Filing Technology	9,206.63
14 Law Enforcement Authority Dist	28,654.55
15 Arapahoe / Douglas Works!	23,581.76
16 Road and Bridge	32,131.27
20 Sheriff's Commissary	6,779.62
21 Community Development	161,431.95
26 Grants	34,512.76
28 Open Space Sales Tax	806,065.70
29 Homeland Security - North Cent	42,651.82
33 Building Maintenance Fund	19,169.67
34 Fair Fund	6,445.70
41 Capital Expenditure	167,694.84
42 Infrastructure	7,247.55
43 Arapahoe County Recreation Dis	133,708.34
44 Arap. County Water and Wastewa	250.00
70 Central Services	5,957.25
71 Self-Insurance Liability	34,385.11
84 E-911 Authority	3,576.17
91 Treasurer	7,514.48
=====	
TOTAL	2,420,778.66

## FUND REPORT - EXPENDITURE TYPE

## FUND 10 EXPENDITURE REPORT

ADAMSON POLICE PRODUCTS	Supplies	2,900.00
ADVANCE AUTO PARTS	Supplies	36.09
ALLEGIAN T MORTUARY TRANSPORT LLC	Services and Other	4,025.00
AMERICAN INSTITUTIONAL SUPPLY	MISC.	1,236.90
AMY CARR	Services and Other	370.00
ANGELA STANTON	Services and Other	10.18
ARAMARK DALLAS LOCKBOX	Services and Other	2,925.00
ARAMARK DALLAS LOCKBOX	Supplies	24,438.33
ASHLEY YANT	Services and Other	17.98
AT&T MOBILITY II LLC	Services and Other	42.00
AUTONATION	Supplies	58.00
AUTOZONE STORES INC	Supplies	77.20-
BACKGROUND INFORMATION SERVICES INC	Services and Other	541.40
BASELINE ASSOCIATES INC	Services and Other	5,530.00
BATTERY SYSTEMS INC	Supplies	162.28
BETH A KINSKY	Services and Other	40.00
BILL L HOLEN	Services and Other	82.46
BOBCAT OF THE ROCKIES LLC	Supplies	224.99
BODIE ENGER LAW	MISC.	15.00
BRANDON J BROOK	MISC.	15.00
BRENDA SIMONS	Services and Other	5.52
BRIDGESTONE RETAIL OPERATIONS LLC	Supplies	907.60
BRIDGET GURULE	Services and Other	30.03
BROACH PROCESS SERVING	MISC.	25.00
CANON BUSINESS SOLUTIONS INC	Services and Other	49.78
CANON KOUKEOKINGTHALE	Services and Other	105.40

REPORT FOR 10/31/2017 TO 11/06/2017  
FUNDS SUMMARY:

FUNDS SUMMARY:		
10 General Fund	3,075,845.60	
11 Social Services	602,703.92	
14 Law Enforcement Authority Dist	56,501.22	
15 Arapahoe / Douglas Works!	62,456.65	
16 Road and Bridge	206,441.32	
20 Sheriff's Commissary	22,678.55	
21 Community Development	137,062.56	
26 Grants	179,168.71	
28 Open Space Sales Tax	74,332.29	
29 Homeland Security - North Cent	7,874.99	
33 Building Maintenance Fund	53,125.12	
34 Fair Fund	8,837.00	
41 Capital Expenditure	32,372.30	
42 Infrastructure	27,109.98	
43 Arapahoe County Recreation Dis	33,938.91	
70 Central Services	34,354.20	
71 Self-Insurance Liability	1,785.84	
73 Self-Insurance Workers Comp	12.30	
74 Self-Insurance Dental	72,548.11	
84 E-911 Authority	44,015.45	
91 Treasurer	8,982,685.98	
	=====	
TOTAL	13,715,851.00	

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT			
A2M4SEEN LLP	Supplies	5,095.00	
AARON G SISNEROS	MISC.	15.00	
AARON JAMES EGGERT	MISC.	15.00	
ABDUL GONI	MISC.	2,750.00	
ABEAM CONSULTING USA LTD	Services and Other	44,538.00	
ACCORD DISPUTE RESOLUTION	Services and Other	175.00	
ADAMSON POLICE PRODUCTS	Supplies	2,603.00	
ALFRED BENESCH & COMPANY	Services and Other	3,688.75	
ALI MUZIRA	MISC.	15.00	
ANDREW JENNINGS	Services and Other	44.94	
ARAPAHOE COUNTY	Services and Other	440.88	
ARAPAHOE MENTAL HEALTH CENTER INC	Services and Other	20,722.50	
AURORA MEDIA GROUP LLC	Services and Other	271.00	
AURORA MENTAL HEALTH	Services and Other	81,766.66	
BACKGROUND INFORMATION SERVICES INC	Services and Other	2,631.80	
BARRETT DAFFIN FRAPPIER TURNER &	MISC.	15.00	
BATTERY SYSTEMS INC	Supplies	144.54	
BONDED ADJUSTING SERVICE	MISC.	15.00	
CAITLIN MOCK	Services and Other	150.66	
CAROL JEPPSEN	Services and Other	17.92	
CASSANDRA L KNIGHT	MISC.	15.00	
CENTER FOR EDUCATION AND	Services and Other	159.00	
CHEMATOX LABORATORY INC	Services and Other	25.00	
CITY OF AURORA	MISC.	1,100.00	
COLORADO ASSESSORS ASSOC	Services and Other	140.00	
COLORADO CODE CONSULTING LLC	Services and Other	10,685.00	



## Board Summary Report

**Date:** November 15, 2017  
**To:** Board of County Commissioners  
**Through:** Ron Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Abatement

### Request and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatement.

### Background

These abatements were filed by petitioners and approved the Assessor's Office. C.R.S. 39-1-113(1) states. . ."no decision on any petition regarding abatements or refund of taxes shall be made unless a hearing is had thereon. . ."

### Discussion

Attached

### Alternatives:

None

### Fiscal Impact

A decrease in the taxes collected on approval abatements.

### Concurrence

The Assessor and County Attorney support these recommendations.

### Reviewed by:

Karen Thompsen, Paralegal  
Ron Carl, County Attorney

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November 28, 2018

Petitioner	Parcel Number	Year	Refund	Reason
<b>GE Capital Information Tech Solutions, Inc.</b>	27394-75773-0900	2016	\$29.65	Computation error-incorrect data input resulted in erroneous value. C.R.S. 39-5-122
<b>Jesus Aguirre</b>	2077-11-3-13-002	2015/ 2016	\$45.67 \$47.46	Information received from the property owner, after the original value was placed on the property, resulted in a reduction to that property's value.
<b>Benjamin S. White Jr.</b>	2071-20-3-17-014	2016	\$336.39	Computation error-incorrect data input resulted in erroneous value. C.R.S. 39-5-122

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

**RESOLUTION NO. 170XXX** It was moved by Commissioner \_\_\_\_\_  
and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, \_\_\_\_\_, 2016; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petitions listed below, presented this date to the Board and relating to the schedule numbers set forth therein, shall be and are hereby granted, the recommendations of the Assessor are hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year	Refund
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The vote was:

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

The Chair declared the motion carried and so ordered.





## Board Summary Report

**Date:** November 15, 2017

**To:** Board of County Commissioners

**Through:** Ronald A. Carl, County Attorney

**From:** Karen Thompson, Paralegal

**Subject:** Abatements - I need 16 Resolution Numbers

### Purpose and Recommendation

The purpose of this request is for the adoption of 16 resolutions approving the recommendations of the hearing officer for abatement petitions originally denied by the Assessor's Office.

### Background

These abatements were filed by petitioner and denied by the Assessor's Office. C.R.S. 39-1-113(1) states "... no decision on any petition regarding abatement or refund of taxes shall be made unless a hearing is had thereon ...."

### Discussion

The following abatement recommendations are a result of the above-mentioned hearings by the hearing officer.

### Alternatives

None.

### Fiscal Impact

Reduction in the amount of property taxes collected on approved petitions, and no decrease in the taxes collected on denied petitions.

### Concurrence

The hearing officer and County Attorney support these recommendations.

### Reviewed By

Ronald A. Carl, County Attorney  
Karen Thompson, Paralegal

ABATEMENTS November 28, 2017 BOCC Consent Agenda

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
Capital Engine Partners LLC	2073-30-4-02-002	2014	\$1,546,204	\$1,073,752	\$18,621.17
7353 S. Eagle Street & 7425 S. Eagle Street	2073-30-4-02-003	2014	\$2,400,000	\$2,400,000	\$0.00
<b>M12/M1</b>					
Wheeler Blank Enterprises LLC	2077-04-1-02-010	2016	\$1,440,000	\$1,383,000	\$1,352.70
900 West Hampden Avenue					
<b>M4</b>					
WPC Hampden Park LLC	2077-04-1-03-001	2015	\$2,346,000	\$2,315,000	\$824.41
1500 West Hampden Avenue	2077-04-1-03-002	2015	\$6,959,000	\$6,835,000	\$3,297.72
<b>M11</b>					
Beck Exempt Trust	2077-11-4-19-002	2016	\$1,470,000	\$1,100,000	\$10,653.71
Vacant Land					
<b>M3</b>					
Seven-Up/RC Bottling Company	1971-33-2-00-002	2014	\$3,000,000	\$2,483,000	\$10,913.70
2840 South Zuni Street					
<b>M12</b>					
1500 West Dartmouth LLC	1971-33-4-00-051	2014	\$1,768,000	\$1,705,000	\$1,217.27
1500 West Dartmouth Avenue					
<b>M3</b>					
Support Housing Authority LLC	1975-08-2-16-001	2014	\$1,300,000	\$1,082,000	\$8,418.60
15591 East Centretech Parkway					
<b>M12</b>					
Brunn Properties LLC	2077-05-1-03-005	2014	\$1,240,000	\$1,240,000	\$0.00
2751 West Manfield Avenue					
<b>M1</b>					

ABATEMENTS November 28, 2017 BOCC Consent Agenda

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
425 LLC	1973-18-2-02-043	2014	\$8,100,000	\$8,100,000	\$0.00
425 South Cherry Street					
<b>M1</b>					
Oelsner Properties	1975-06-3-06-005	2014	\$2,231,000	\$2,231,000	\$0.00
751 Billing Street					
<b>M1</b>					
Geokar, LLC	1971-32-4-03-059	2014	\$1,133,000	\$1,133,000	\$0.00
2727 West Hampden Avenue					
<b>M1</b>					
JD Auto Repair LLC	1975-08-2-20-008	2014	\$910,000	\$910,000	\$0.00
15900 East 6th Avenue					
<b>M1</b>					
KJE Financial LLC	1973-35-2-39-001	2014	\$2,389,000	\$2,389,000	\$0.00
2990 South Havana Street					
<b>M9</b>					
K2 Karbon LLC	2077-26-1-33-008	2014	\$2,365,000	\$2,365,000	\$0.00
6885 South University Boulevard					
<b>M1</b>					
Woodco Partnership	2073-30-2-00-022	2014	\$107,070	\$107,070	\$0.00
6720 S. Jordan Road & 6720 S. Dawson Circle	2073-30-2-00-014	2014	\$1,222,188	\$1,222,188	\$0.00
<b>M1</b>					
Vision Braodway LLC	1971-34-3-00-023	2014	\$663,000	\$663,000	\$0.00
3299 South Broadway A					
<b>M1</b>					

ABATEMENTS November 28, 2017 BOCC Consent Agenda

M1. I considered the evidence submitted & testimony given by both the Assessor & the petitioner/agent at this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented.					
M3. I considered the evidence submitted & testimony given by both the Assessor & the petitioner/agent at this hearing. I find in this case that this adjusted value is better supported by all of the facts presented.					
M4. Petitioner/agent did not appear for hearing. I considered the evidence submitted & testimony given by the Assessor, & the evidence submitted by petitioner/agent prior to this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented.					
M9. Petitioner/agent voluntarily withdrew this petition at the hearing. Withdrawal of the petition is hereby accepted as final action by the Board of County Commissioners. Therefore, the final actual value of this parcel for <u>XXXX</u> is <u>\$X,XXX,XXX,XXX</u> .					
M11. The Assessor recommended & the petitioner/agent agreed to this value prior to the hearing. Based upon all information supplied, I concur with this value.					
M12. The Assessor recommended & the petitioner/agent agreed to this value at the hearing. Based upon all information supplied, I concur with this value.					

**RESOLUTION NO. 170XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, \_\_\_\_\_, 2017; and

WHEREAS, the Board has determined to take final action on this Petition for Abatement or Refund of Taxes pursuant to Sections 39-1-113 and 39-10-114, C.R.S. as submitted by the Petitioner; and

WHEREAS, the County Assessor has recommended denial of this Petition for reasons set forth within the Assessor's recommendation as shown on the Petition; and

WHEREAS, pursuant to a policy adopted by the Board of County Commissioners on September 13, 1993 (Resolution No. 1243-93), this matter was referred to a referee for hearing and recommendation to the Board; and

WHEREAS, the Board has reviewed the recommendation of the referee on this date and has determined to adopt said recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

The Petition for Abatement or Refund of Taxes relating to schedule number \_\_\_\_\_ is hereby allowed for tax year(s) \_\_\_\_\_. The recommendation of the referee is hereby adopted. The original actual value is adjusted from \$\_\_\_\_\_ to \$\_\_\_\_\_ and a refund in the amount of \$\_\_\_\_\_ shall be allowed for the following reason:

**REASON**

The vote was:

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

The Chair declared the motion carried and so ordered.

**RESOLUTION NO. 170XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, \_\_\_\_\_, 2017; and

WHEREAS, the Board has determined to take final action on this Petition for Abatement or Refund of Taxes pursuant to Sections 39-1-113 and 39-10-114, C.R.S. as submitted by the Petitioner; and

WHEREAS, the County Assessor has recommended denial of this Petition for reasons set forth within the Assessor's recommendation as shown on the Petition; and

WHEREAS, pursuant to a policy adopted by the Board of County Commissioners on September 13, 1993 (Resolution No. 1243-93), this matter was referred to a referee for hearing and recommendation to the Board; and

WHEREAS, the Board has reviewed the recommendation of the referee on this date and has determined to adopt said recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

The Petition for Abatement or Refund of Taxes relating to schedule number \_\_\_\_\_ is hereby denied for tax year(s) \_\_\_\_\_. The recommendation of the referee is hereby adopted. The original actual value is \$\_\_\_\_\_ and no refund shall be allowed for the following reason:

**REASON**

The vote was:

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

The Chair declared the motion carried and so ordered.

## AGREEMENT FOR SERVICES

Project Number or Name: RFP-17-71 Inmate Library Services

**THIS AGREEMENT** is entered into as of the 1st day of January, 2018 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Arapahoe Library District (hereinafter referred to as the "Contractor").

**WHEREAS**, the County desires to engage the Contractor to provide the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records



which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both 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.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or



(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 each employee for disease
  - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage amount as specified in Section 6 of Exhibit A.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

#### 6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.



C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 11/29/16)

CONTRACTOR : Arapahoe Library District

By: Lil Spear  
(signature)

Title: Director of Operations

Signed this 8th day of November, 2017

State of Colorado )  
County of Arapahoe )

Subscribed and sworn to before me this 8th day of November, 2017

by Marian J. Maccarrone.

My commission expires April 5, 2021.

Marian J. Maccarrone  
Notary Public

**Marian J. Maccarrone**  
**Notary Public**  
**State of Colorado**  
**Notary ID 20134021916**  
**My Commission Expires April 05, 2021**

S E A L

ATTEST: Clerk to the Board

\_\_\_\_\_

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

ARAPAHOE COUNTY

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

**EXHIBIT A to Agreement between the County and Arapahoe Library District.**

Project Number or Name: RFP-17-71 Inmate Library Services.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

A. County shall be responsible for the following matters:

1. To provide adequate space for a library at the Arapahoe County Detention Facility, in accordance with American Library Association Standards.
2. To provide funds for staffing for the operation of said library.
3. To provide adequate shelving arrangement and storage for print and non-print materials.
4. To provide necessary tables, chairs and catalog for said library.
5. To provide necessary year-round maintenance and custodial care in connection with said facilities.
6. To provide funds to order, purchase and process the necessary legal, educational and recreational library materials not to exceed \$65,098.00 (to include the mobile PC library system upgrades/service/software, general circulation materials, book cart service, periodicals, upgrades for library computers, and legal materials/collections.) These funds are to be provided from County Funds and the Inmate Commissary Funds, as set forth below in Section 3, Compensation.
7. To provide necessary equipment and software to circulate library materials.
8. To provide support materials and office supplies required for the functioning of a library.
9. To determine frequency of access to library materials for the inmates.
10. To provide at least one inmate worker as supplementary labor.

B. The Contractor shall be responsible for the following matters:

1. To provide a level of staffing not to fall below one full time equivalent (FTE) librarian supervisor and 3.25 FTE patron service specialists.

C. The Sheriff and Contractor shall mutually agree to the following matters:

1. The hours of operation and days of operation of the library at the Detention Center.
2. Inventorying, ordering, purchasing and processing at the sole cost and expense of the County, the necessary library collection of books, magazines, educational materials, other publications and related library materials and supplies to insure adequate access to and circulation of library materials.
3. The number of library staff required to be at the Detention Center during the hours of operation.
4. Establishing procedures which involve books or other library materials, excluding reference materials, which may be borrowed by deputies and staff or loaned through Interlibrary Loan, and determining any special charges which will be paid by the borrower.
5. Establishing procedures which require all users who borrow library materials to have valid institutional identification for future materials retrieval.



6. Establishing procedures which assure the return of library materials checked out from the library system by the library user.
7. Loss of damage to property owned by either of the parties to this agreement by fire, theft, casualty, vandalism, acts of God, or any other cause, shall be borne by the respective owner thereof; however, the costs for borrowed library materials which are lost or damaged shall be borne by the County or the Contractor, whichever possessed materials at the time of the loss or damage.
8. To follow all Sheriff's policies and procedures that are mutually agreed upon.
9. To set a mutually agreeable annual budget within the amounts as more fully set forth in this Agreement for library materials, supplies and expenses. Increase to this budget will not be made without prior written approval by both parties. Changes within this budget will not be made without prior agreement by both the Sheriff and the Library Director and written notice to be parties. If the parties are unable to reach an agreement regarding this annual budget, ultimate decision making power shall be with the County.

D. The County, on behalf of the Sheriff, agrees to pay the Contractor for personnel and services as follows:

1. For salary, benefits, and administrative services for one FTE librarian supervisor and 3.25 FTE patron service specialists, an amount of \$300,000.00 per annum paid in 12 monthly installments.
2. An amount of \$3,000 per annum for professional development seminars, conferences and training for library staff.
3. Such additional amounts as are mutually agreed to by the Contractor and the County, on behalf of the Sheriff, in writing, shall be authorized for such additional services or for increased costs of services enumerated above as may be required from time to time.
4. All expenses of operating the Detention Center Library in accordance with this Agreement shall either be paid directly by the County or shall be reimbursed to the Contractor upon presentation of a statement and supporting documentation setting forth the amount and nature of the expenditures.
5. Purchasing of library materials at the sole cost and expense of the County will be accomplished following Arapahoe County Purchasing Department guidelines found in the Arapahoe County Financial Management Manual.
6. Materials review will be conducted by the Detention Division's Administrative Lieutenant or designee. The Contractor will conduct a library survey at the request of the Detention Commander, not to exceed one survey per year. The report of survey will be forwarded to the Detention Commander for review and distribution.

. In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- ☐ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the County.
- ☒ As of the following date: January 1, 2018.

The services of the Contractor shall be completed, or shall end, by December 31, 2018, with the option to renew the contract for subsequent one year periods. The optional renewal periods shall not exceed a total of three additional years. This option is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. The Vendor shall notify the County of any adjustments during the option period a minimum of one-hundred and twenty (120) calendar days prior to the effective date of the new extension period. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments..

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ Lump sum due upon completion: .
- ☒ Hourly rate of (to be billed monthly).

☐ Other: See Section D under scope of services.

The total Arapahoe County Detention Facility Library budget for the year 2018 is \$368,098.00, of which \$149,998.00 is to be provided from County Funds, and \$218,100.00 is to be provided from the Inmate Commissary Fund. It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$303,000.00. This figure does not include the \$65,098.00 materials budget as this is the County's responsibility per Exhibit A, Section 1, A. #6, with the funding provided as shown below.

#### Materials Budget 2018

General Collection & Book Cart Service (Inmate Commissary Funds)	\$36,000.00
Copier Rental/Service (Inmate Commissary Funds)	\$ 4,100.00
Periodicals (Inmate Commissary Funds)	\$10,000.00
Legal Materials/Collections (County Funds)	\$12,948.00
Catalog Annual Maintenance Fee (Inmate Commissary Funds)	\$ 550.00
Library Supplies (Inmate Commissary Funds)	\$ 800.00
Staff Uniform Shirts (County Funds)	\$ 700.00
Total	\$65,098.00.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$303,000.00.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Cyber Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To the County:                      Arapahoe County Attorney  
   5334 South Prince Street  
   Littleton, Colorado 80120-1136  
   and (send to both)  
   Captain Greg Palmer



Arapahoe County Detention Facility  
7375 South Potomac Street  
Centennial, CO 80112

To the Contractor: Arapahoe Library District  
12855 East Adam Aircraft Circle  
Englewood, CO 80112

8. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

1. Contractor must adhere to all Sheriff's Policy and Procedures.
2. The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards.
3. Any reports, information, data, etc., provided to or obtained by Contractor shall be considered the property of the Sheriff's Office and shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Sheriff or his designee.



## Board Summary Report

**Date:**

**To:** Board of County Commissioners

**Through:** David C. Walcher, Sheriff

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** 2018 Agreement for Services with the Arapahoe Library District

### **Request and Recommendation**

Request the Board of County Commissioners to authorize the Arapahoe County Sheriff to sign the Agreement for Services between Arapahoe County and the Arapahoe Library District to provide library services to inmates at the Arapahoe County Detention Facility as well as any amendments and extensions.

### **Background**

The Arapahoe Library District has provided library services to the inmates at the Arapahoe County Sheriff's Office Detention Facility since 1985. While this is not considered a public branch of the Arapahoe Library District and is not funded by them, the Detention Facility is a working branch of the Arapahoe Library District and funding is provided through the Arapahoe County Sheriff's Office

### **Links to Align Arapahoe**

**Improve Customer Experience:** The Arapahoe Library District is uniquely qualified and willing to provide state-mandated library services to inmates at the Arapahoe County Detention Facility.

### **Discussion**

The Arapahoe Library District was awarded the contract for Inmate Library Services per a formal solicitation process. RFP-17-71 for Inmate Library Services was solicited in 2017 with the option to extend the contract for up to three subsequent one-year periods. Prior to signatures, each extension will go through the Contract Management System, including approvals from the Budget Division reviewing for available dollars in the department budget, the Purchasing Manager reviewing to make sure the purchasing process was followed, Risk Management reviewing for insurance requirements, and the County Attorney reviewing for any legal issues.

### **Alternatives**

There is no alternative as Arapahoe Library District was awarded the contract per formal solicitation.

### **Fiscal Impact**

The cost of the contract is funded through the General Fund Budget and the Commissary Fund Budget for 2018.

**Concurrence**

The Sheriff's Office Administration and Detention Services Bureau are in concurrence with this decision.

**Reviewed By:**

**Olga Fajaros, Budget & Logistics Manager**

**Vincent Line, Detention Service Bureau Chief**

**Louie Perea, Undersheriff**

**David C. Walcher, Sheriff**

**Finance Department**

**County Attorney**

**RESOLUTION NO. 170** It was moved by Commissioner and duly seconded by Commissioner to authorize the Arapahoe County Sheriff to sign the Agreement for Services by and between Arapahoe County and the Arapahoe Library District as well as any amendments and subsequent extensions thereto for the purpose of providing library services at the Arapahoe County Sheriff's Office Detention Facility, for the period of January 1, 2018 to December 31, 2018, at the rates set forth in the Agreement, 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.



## Board Summary Report

**Date:** November 14, 2017

**To:** Board of County Commissioners

**Through:** David C. Walcher, Sheriff

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** Arapahoe Diverts the Mentally Ill for Treatment – ADMIT Program

### Request and Recommendation

Request the Board of County Commissioners to authorize the Arapahoe County Sheriff to sign the Agreement for Services between Arapahoe County and Aurora Mental Health Center to continue administering the ADMIT Program at the Arapahoe County Sheriff's Office Detention Facility as well as any amendments and extensions.

### Background

The Arapahoe County Sheriff's Office and Aurora Mental Health Center established a partnership to implement the ADMIT Program for low risk inmates suffering from mental health issues and to divert those individuals from incarceration to treatment and supervision. The ADMIT Program has resulted in a reduction in the number of jail bed days required in the Arapahoe County Sheriff's Office Detention Facility.

### Links to Align Arapahoe

Increase Community and Regional Partnerships

### Discussion

Aurora Mental Health Center and the Arapahoe County Sheriff's Office (ACSO) split the cost of the \$250,000 ADMIT Program. Aurora Mental Health Center provides the treatment of ADMIT participants, while ACSO provides for the supervision of ADMIT participants and ensures public safety. The treatment provided by the well-qualified and dedicated staff of Aurora Mental Health Center includes assessment, medication, education, evidence based therapeutic measures, support services and monitoring.

The ADMIT Program and the implementation of the Mental Health Court has resulted in a significant collaboration that serves the best interests of our community and the local judicial system.

ACSO requests to continue the ADMIT Program for 2018 with the option to extend the contract for up to three subsequent one-year periods. Prior to signatures, each extension will go through the Contract Management System, including approvals from the Budget Division reviewing for available dollars in the department budget, the Purchasing Manager reviewing to make sure the purchasing process was followed, Risk Management reviewing for insurance requirements, and the County Attorney reviewing for any legal issues.

**Alternatives**

Without treatment and supervision in the community, the participants would be housed in the Jail and the cost avoidance currently recognized in number of jail bed days, would be eliminated. Additionally, without this program there is a higher probability that the inmate will continue to re-offend.

**Fiscal Impact**

The \$125,000.00 cost for the ADMIT Program is funded via the fee structure for inmate services provided through the Commissary Fund. The fee structure was agreed upon during a Study Session in June 2012.

**Concurrence**

The Sheriff's Office Administration and Detention Services Bureau are in concurrence with this decision.

**Reviewed By:**

**Olga Fajaros, Budget & Logistics Manager**

**Vincent Line, Detention Services Bureau Chief**

**Louie Perea, Undersheriff**

**David C. Walcher, Sheriff**

**Finance Department**

**County Attorney**

**RESOLUTION NO. 170**        It was moved by Commissioner and duly seconded by Commissioner to authorize the Arapahoe County Sheriff to sign the Agreement for Services by and between Arapahoe County and Aurora Mental Health Center as well as any amendments and subsequent extensions thereto for the purpose of providing mental health care through the ADMIT Program at the Arapahoe County Sheriff's Office Detention Facility, for the period of January 1, 2018 to December 31, 2018, at the rates set forth in the Agreement, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the resolution adopted and so ordered.

## AGREEMENT FOR SERVICES

Project Number or Name: Aurora Mental Health Center - ADMIT

**THIS AGREEMENT** is entered into as of the 1st day of January, 2018 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Aurora Mental Health Center (hereinafter referred to as the "Contractor").

**WHEREAS**, the County desires to engage the Contractor to provide the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.



E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both 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.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this

Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 each employee for disease
  - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) **Automobile Liability:** The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage amount as specified in Section 6 of Exhibit A.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 9/14/16)

CONTRACTOR : Aurora Mental Health Center

By: \_\_\_\_\_  
(signature)

Title:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

State of Colorado )  
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

\_\_\_\_\_

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

ARAPAHOE COUNTY

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

**EXHIBIT A to Agreement between the County and Aurora Mental Health Center.**

Project Number or Name: ADMIT.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

Perform services on behalf of the Arapahoe County Detention Facility related to the ADMIT Program as outlined in Exhibit B. In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- ☐ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the County.
- ☒ As of the following date: January 1, 2018.

The services of the Contractor shall be completed, or shall end, by December 31, 2018. Arapahoe County shall have the option to renew the contract for subsequent one year periods, provided, however, that Aurora Mental Health Center will maintain the same prices that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of Aurora Mental Health Center. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ Lump sum due upon completion: .
- ☐ Hourly rate of (to be billed monthly).
- ☒ Other: As outlined in Exhibit B. Contractor will submit monthly invoices for services provided.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$125,000.00.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☒ (check box only if it is required). The required minimum amount of coverage is \$1,000,000.00 (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Cyber Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To the County:                      Arapahoe County Attorney  
   5334 South Prince Street  
   Littleton, Colorado 80120-1136

and (send to both)

Lt. Stefanie Spain-Madrigal  
Arapahoe County Detention Facility  
7375 S. Potomac St.  
Centennial, CO 80112

To the Contractor: Mark Olson  
Aurora Mental Health Center  
11059 E. Bethany Dr., Ste. 2000  
Aurora, CO 80014

8. **Special Conditions.**

☐

No special conditions

☒

Special Conditions are as follows:

The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards. Contractor must adhere to all of the Sheriff's Policies and Procedures. Any reports, information, data, etc., provided to or obtained by Contractor shall be considered the property of the Sheriff and shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Sheriff or his designee.



# Arapahoe Diverts the Mentally Ill for Treatment (ADMIT)

## Program Description

### **Target Population**

The target population for ADMIT comprises persons incarcerated in the county jail who are non-violent offenders, 18 or more years old, with serious mental illness or dually diagnosed with a serious mental illness and substance abuse disorder. Developmental disabilities may also be present.

Participation is further limited to persons who have demonstrated strong motivation and willingness to participate in and abide by the rules and regulations of the program, and who are eligible under local, state and federal law to participate in the program and receive the appropriate services. Participation is not restricted by race, color, national origin (ancestry), gender, sexual orientation, religion (creed), political affiliation, age, size, marital status, disability or HIV/AIDS status

### **Program Model**

ADMIT is patterned after the Partnership for Active Community Engagement (PACE) program, a jail diversion program in Boulder County, Colorado that has been successfully operating since July 2000. It is recognized as a model program within the state that focuses on a collaborative partnership between local law enforcement, courts and community mental health organizations. Over a three-year evaluation period (2000-2003), the program showed a significant reduction in number of jail days (10,008), and re-arrests (21%), resulting in a cost savings of \$615, 492 for the Boulder County Sheriff's Office.

ADMIT will adopt a forensic intensive case management (FICM) approach. FCIM has been recognized as an efficacious treatment for individuals with criminal justice involvement (Morrissey & Meyer, 2005). In this model, participants will collaborate with their clinicians and the team to identify treatment goals and specify the supportive services they will use to develop new skills. This process guarantees development of a constellation of services and activities that are tailored to individual needs, but can be refined as needs change. The program will allow those that have more intense mental health issues to access the entire host of AuMHC resources and intensive treatment options while other clients with less intensive need can have those services extended through referral. Such services are appropriate for the target population because ADMIT clients will have differential needs that are best met by a flexible system. Through a close, ongoing relationship with their case managers and the ADMIT team, participants will have service options intended to meet their recovery goals through a multiple options.

In the ADMIT model, case managers will provide a wide variety of supportive services such as:

- Help with daily activities (shopping, transportation, basic social skills)
  - Budget planning
  - Facilitating independent money management skills
  - Benefits acquisition (filling out paperwork, accompanying to offices, managing food stamps)
  - Residential welfare checks
  - Linkage to resources (bus training, GED classes, vocational training)
-

Case management is crucial to meeting the goals and objectives of the project. It will be the means through which individuals build the foundations for their ongoing recovery, by using new resources, practicing new skills, and developing a constructive series of behavioral skills in their lives.

## **Treatment**

*Integrated Mental Health and Substance Abuse Treatment* - This integrated, step-wise treatment is designed specifically to address issues of mental illness and drug or alcohol abuse. It views both substance abuse and mental health diagnoses as primary concerns in requiring equal and integrated intervention. This service will be modified slightly when necessary to account for the individuals' disordered cognitions and/or communication style when appropriate.

Treatment will begin with thorough assessment of substance use history. Other components will include education about the interrelation of mental health and substance use (i.e. self medication), and development of peer support. Staff and participants will also coordinate with the vocational resources and recreational programs to build new adaptive activities and focus on changing entire lifestyles. Specific treatment details include presenting and discussing the role of healthy psychological functioning in the recovery process. Treatment will also emphasize the importance of physiological and psychological self-care in relapse prevention.

This core service supports and treats individuals that struggle with mental health and substance abuse problems so that their symptom coping and addictions management skills improve. The process then facilitates reaching project goals for increased community stability and decreased recidivism.

*Medication Management and Access* - This best practice is organized with four integral tenets:

- 1) Using systematic plans and accepted algorithms for medication management.
- 2) Producing objective outcome measures.
- 3) Clear and thorough documentation.
- 4) A shared decision making process between consumers and practitioners.

This aspect of treatment will assist meeting individual and project goals because it provides immediate symptom alleviation in an empowering context so that participants will feel they have a voice in treatment and their life-impairing mood and thinking problems will improve.

*Psychiatric Rehabilitation* - Psychiatric rehabilitation is multidimensional, team-based mental health treatment that focuses on collaborative planning and building recovery. All project clinical staff will participate in the individual's psychiatric rehabilitation. Services will include individual therapy, group therapy, case management, and medication management. These activities will be focused and guided by the individual's recovery treatment plan.

Aspects of psychiatric rehabilitation in the treatment plan will include issues such as gaining a greater knowledge of their illness and understanding the impact of substance abuse, role of medications and the value of medication compliance. This includes identifying the impact stress and it's role in relapse, developing and maintaining a social support system, developing effective problem management skills and developing coping skills. Development of individual treatment plans will be collaborative and strength-based. Participants will join with staff in identifying goals and understanding their existing positive skill-sets/ knowledge that can further enhance recovery.

*Gender Based Trauma Services* - Trauma is experienced differently by men and women, and that the sources of the trauma also tend to be different. It has a particular emphasis on the experience of women who are more likely to have been the survivors of domestic violence and sexual abuse. Comprehensive



diversion programs include an emphasis on self-care and self-efficacy, address cycles of violence and family relationships, discussion of social issues like poverty and gender inequity, and contain content that speaks to women's multiple roles.

*Family Services* - Many women have become involved with social services and child protective custody issues and have associated medical problems. Childcare is also a crucial issue because many women remain the primary caregivers for children (Hills, 2004). ADMIT will have ready access to resources for parenting training classes and other child care resources.

## Delivery of Services

Although intensity of treatment will decrease as the participant progresses through the level system, all treatment in the ADMIT program will have the following key components:

- Begins with thorough assessment of mental health, substance abuse, criminal record, and psychosocial history with emphasis on identification of trauma-survivor and addictions issues.
- Treatment will include psycho-education about mental illness, substance abuse, and co-occurring disorders to participants and their families or support system.
- Assessment and treatment will incorporate cultural competence strategies throughout the process (training of staff, structured intake, invitations for participants to share cultural experience with staff, and provision of interpretive or bilingual services when needed)
- All participants in ADMIT will have access to medication management services. Once enrolled in the project, a medication evaluation will be scheduled with regular follow-up appointments, at least on a monthly basis or as indicated by the prescribing practitioner and treatment team.
- Medication will be securely stored at the program location and strictly controlled. They will be administered at the ADMIT location under close supervision. Participants will receive their entire weekend medication on Saturdays.
- Services are structured with collaborative goal-setting and measurement of outcomes/progress on goals (establishment of adaptive social support, sobriety shown through clean urinalysis, employment, coping skills rehearsal, and/or mentoring peers)
- Services will specify resources linked to goals and then empower/support participants in using them (Section – 8 HUD housing, Drop-in Centers, Food stamps, parent support groups, GED classes, community 12-step groups, etc).
- Assessment of participant progress is tracked throughout the process and integrated in treatment planning or consequences (i.e. program revocation and jail for re-offense and/or treatment noncompliance).

Below is a table of treatment levels and their corresponding frequency, treatment objectives and criteria for advancement. Advancement between levels will occur when criteria are met and agreed-upon by staff. The consequences for failing to meet basic program requirements in time are program revocation and return to jail.

Treatment Level 1		
Frequency of contact:	Typical Objectives:	Criteria for advancement:
Daily – 3x per week  (Medications, Case management and therapy)	Assessment of mental health and substance abuse history  Learn about mental illness/substance abuse patterns  Establish treatment goals  Begin using new resources and/or applying for benefits	Demonstrated sobriety (urinalysis)  Can describe the interaction of their own mental health and substance abuse problems and discuss how smaller steps will lead to over-all goals  *Regular attendance and participation in appointments and

		groups  *Taking prescribed medications (*required of all levels).
<b>Treatment Level 2</b>		
Frequency of contact: 1 – 3x per week  (Not requiring more than 1 individual therapy session per week)	Typical Objectives: Begin skill rehearsal (refusal skills, symptom-coping, mood tracking)  Process family of origin/trauma issues with therapist/case manager  Beginning part time employment/ volunteer/training and or education	Criteria for advancement: Demonstrated sobriety and report of use of other supportive techniques (12-step groups) Demonstrates self-assessment of goal progress  Initiates setting new treatment goals  Has established social support outside of treatment providers
<b>Treatment Level 3</b>		
Frequency of contact: 1x per week or less  (Case management or individual therapy)	Typical Objectives: Begin mentoring activities  Using established support network and discussing successful stress-coping outcomes	Criteria for advancement: Can list most effective personal stress-coping strategies  Utilizes outside support regularly  Has some stability (3-4 weeks) in work or school

As part of the program, participants must adhere to random urinalysis (UA) testing and Portable Breathalyzer Tests (PBT) to document their progress. Any failed test would take the participant back to Level I. Failure to comply with program requirements would result in a revocation of bond and a return to jail. Immediate dismissal from ADMIT would occur if a participant exhibits violence or threat of violence and/or commits any new felony offense. In situations when a participant exhibits signs of psychiatric decompensation, Arapahoe County Detention Facility will be used as a short-term stabilization service.

Successful completion of ADMIT will lead to referrals for ongoing mental health substance abuse treatment maintenance. Some participants may be able to utilize sliding fee scale services or pay with Medicaid or Medicare insurance. Others may be referred out of AuMHC to other sliding fee scale agencies in the community. ADMIT will follow participants for an additional appointment even after they have begun services elsewhere, to ensure smooth transitions and prevent relapse.

### Criteria for ADMIT Success

ADMIT is designed to move participants forward in their recovery and onto other mental health/substance abuse services. Each of the three levels of treatment lasts a minimum six weeks. Some participants may need to return to earlier levels in order re-establish adaptive coping skills or demonstrate consistent sobriety.

Graduation criteria; participant

- advances to level 3 as determined by the treatment team;
- Urinalysis and breathalyzer results demonstrate commitment to maintaining sobriety;
- attended appointments and has begun mental health/substance abuse treatment in the community or at another clinic within Aurora Mental Health;
- established support system for maintaining sobriety and psychiatric stability;



- articulated which coping skills work best for maintaining recovery and lists times they've been employed;
- has begun part-time or fulltime employment, education, or volunteer work (may also be involved in caring for young children).

Formal certification of program graduation will be awarded to the participant during a brief ceremony celebrating success and be shared with the sheriff's office.

The ADMIT structure expects and allows participants to falter along the way. A participant will either regress to an earlier level, or, if in level one, will restart the first two weeks of level one. Causes for return to earlier points in the continuum are:

- Several positive UAs or failure to produce UAs that demonstrate reduction of use.
- More than two unexcused absences.
- Failure to participate meaningfully – failure to develop personalized relapse prevention/recovery plans, refusal to discuss issues in therapy or groups or other failure deemed serious.

Individual treatment plans will specify which types of support and frequency of treatment will be required to re-establish recovery (daily care, types of services to be used).

The ADMIT team will be in regular monthly communication with the Arapahoe mental health specialist to update him or her on participant progress or problems. Any movement – forward or backward – in the level system will require a short, written report highlighting which of the listed criteria have been relevant. Copies of this documentation will be kept in client files, sent to the Detention Center and to other 18<sup>th</sup> Judicial District agencies as may be required, and given to and reviewed with, the participant. Due to the multi-faceted nature of recovery, the Aurora Mental Health Center lead therapist and the Arapahoe mental health specialist will consult frequently and may tailor consequences depending on presenting issues.

ADMIT program failure will result from:

- unsuccessful completion of graduation criteria within 26 weeks;
- team consensus that urinalysis and breathalyzer results have consistently demonstrated a lack of commitment to sobriety (typically 3 or more positive or non-substance-reducing results).
- five unexcused absences;
- failure to engage in any type of productive activity (work, school, volunteer or child care).

Formal documentation specifying recommendations and highlighting failed criteria will be supplied to the sheriff's office and the participant.

ADMIT failure necessitates coordination with the 18th Judicial District concerning legal consequences for the client, post-ADMIT discharge.

**Aurora Mental Health Center / Arapahoe County Sheriff's Office**  
**ADMIT Project Budget -- 2014**

**Clinical and Support Personnel**

Lead Therapist	1.00 X 42,000		ACSO	42,000
Case Manager	1.00 X 34,652		ACSO	34,658
Program Manager	0.10 X 86,187		AuMHC	8,618
Clinical Supervisor	0.25 X 59,207		AuMHC	14,801
Psychiatric Mid-Level Provider	0.06 X 91,422		AuMHC	5,485
Nurse	0.06 X 67,817		AuMHC	4,069
Administrative support	0.40 X 29,702		AuMHC	11,880
Peer Specialist	200/mon.	stipend only	AuMHC	2,400
Benefits	0.17		ACSO	13,032
Benefits	0.17		AuMHC	8,402
<b>Subtotal (ACSO)</b>				<b>89,690</b>
<b>Subtotal (AuMHC)</b>				<b>55,655</b>
<b>Total (Personnel)</b>				<b>145,345</b>

**Medication**

Psychotropic medication			ACSO	2,910
Psychotropic medication			AUMHC	7,100
<b>Subtotal (ACSO)</b>				<b>2,910</b>
<b>Subtotal (AuMHC)</b>				<b>7,100</b>

**Contracts**

Norchem Drug Testing Laboratory	100/month	9.00/each	ACSO	10,800
Norchem Drug Testing Laboratory	100/month	9.00/each	AuMHC	3,800
<b>Subtotal (ACSO)</b>				<b>10,800</b>
<b>Subtotal (AuMHC)</b>				<b>3,800</b>

**Other**

Supported housing	900/month per apartment	One(1) apartment, three (3) beds per apartment	ACSO	10,800
Supported housing	900/month per apartment	One(1) apartment, three (3) beds per apartment	ACSO	10,800
Supported housing	1080/month per apartment	One(1) apartment, three (3) beds per apartment	AuMHC	12,960
Mileage	.565/mile		AuMHC	2,000
Office space cost and support	2,380/month		AuMHC	28,560
Assessment tools		BDI/BSI	AuMHC	225
Client travel		Bus and Van	AuMHC	7,500
Client fund		600/month	AuMHC	7,200
<b>Subtotal (ACSO)</b>				<b>21,600</b>
<b>Subtotal (AUMHC)</b>				<b>58,445</b>
<b>Program Subtotal (ACSO)</b>				<b>125,000</b>
<b>Program Subtotal (AUMHC)</b>				<b>125,000</b>
<b>Total Program Cost</b>				<b>250,000</b>



## Board Summary Report

**Date:** November 14, 2017

**To:** Board of County Commissioners

**Through:** David C. Walcher, Sheriff

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** Agreement for Services with United Restaurant Supply, Inc. for the Provision of Commercial Kitchen Equipment in the Arapahoe County Sheriff's Office Detention Facility per IFB-17-73

### Request and Recommendation

Request the Board of County Commissioners to authorize the Arapahoe County Sheriff to sign the Agreement for Services between Arapahoe County and United Restaurant Supply for the Provision of Commercial Kitchen Equipment in the Arapahoe County Sheriff's Office Detention Facility (ACDF), as well as any amendments and extensions.

### Background

On July 18, 2017, the Board of County Commissioners approved the use of RISE revenue to provide \$179,419 for the replacement of commercial kitchen equipment at ACDF. A formal solicitation for bids for was solicited in September 2017.

### Links to Align Arapahoe

Optimize Use of Resources: The RFP process ensures that the Arapahoe County Sheriff's Office Detention Facility is getting the best possible price for the services it needs.

### Discussion

United Restaurant Supply, Inc. was awarded the contract to provide and install commercial kitchen equipment at ACDF per IFB-17-73.

### Alternatives

There is no alternative as United Restaurant Supply, Inc. was awarded the contract per formal solicitation.

### Fiscal Impact

The cost of the contract is \$169,371.12. This is below the budget approved by the BoCC to be allocated from the RISE Program revenue. Per BoCC approval at the August 22, 2017 Public Hearing, funds were transferred from the RISE 2017 budget to the Central Service Fund and fixed asset numbers were assigned to the various pieces of kitchen equipment.

### Concurrence

The Sheriff's Office Administration and Detention Services Bureau are in concurrence with this decision.

**Reviewed By:**

Olga Fajaros, Budget & Logistics Manager  
Vincent Line, Detention Services 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 Arapahoe County Sheriff to sign the Agreement for Services by and between Arapahoe County and United Restaurant Supply as well as any amendments and subsequent extensions thereto for the purpose of providing commercial kitchen equipment at the Arapahoe County Sheriff's Office Detention Facility, for an amount not to exceed \$169,371.12.

The vote was:

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

The Chair declared the resolution adopted and so ordered.

## AGREEMENT FOR SERVICES

Project Number or Name: IFB-17-73 Commercial Kitchen Equipment

**THIS AGREEMENT** is entered into as of the 1st day of December, 2017 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and United Restaurant Supply (hereinafter referred to as the "Contractor").

**WHEREAS**, the County desires to engage the Contractor to provide the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both 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.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this

Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 each employee for disease
  - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) **Automobile Liability:** The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- MCS 90 for vehicles carrying hazardous materials
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage amount as specified in Section 6 of Exhibit A.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 11/29/16)

CONTRACTOR : United Restaurant Supply

By: \_\_\_\_\_  
(signature)

Title:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

State of Colorado )  
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

\_\_\_\_\_

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

ARAPAHOE COUNTY

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



**EXHIBIT A to Agreement between the County and United Restaurant Supply.**

Project Number or Name: Commercial Kitchen Equipment, IFB-17-73.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

Contractor shall deliver and install the following kitchen equipment at the Arapahoe County Detention Facility.

Model Number	Description of Furniture, Equipment or Supplies	Quantity
K60GLT	Vulcan Tilting Gas Kettle 60 Gallon with perforated strainer, deck mount faucet	2
GL80E	Vulcan Tilting Gas Kettle 80 Gallon with deck mount faucet	1
ABC7G-NAT	Vulcan Combi Oven/Steamer Gas with Filter system, Water softening System	4
VC4GD	Vulcan Convection Gas (Double stack) ovens	2
	Tray Drying Racks	4
	Stainless Steel Flat-Bed Tray Carts	12
	Industrial Bread Slicer	1
	Installation	

. In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

- ☒ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the County.
- ☐ As of the following date: .

The services of the Contractor shall be completed, or shall end, by .

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☒ Lump sum due upon completion: \$169,371.12.
- ☐ Hourly rate of (to be billed monthly).
- ☐ Other: .

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$169,371.12.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Cyber Liability Insurance is required ☐ (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The requirements of this provision shall apply to the Contractor and to all subcontractors.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To the County:                   Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
  
  and (send to both)  
  
  Lt. Stefanie Spain-Madrigal  
Arapahoe County Detention Facility  
7375 S. Potomac St.  
Centennial, CO 80122

To the Contractor:           United Restaurant Supply, LLC  
725 Clark Place  
Colorado Springs, CO 80915

8. **Special Conditions.**

- ☐ No special conditions
- ☒ Special Conditions are as follows:

**OPTION TO RENEW FOR THREE (3) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Offer shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for three (3) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies the exact number of items to be purchased by the County, it is understood and agreed that the County may, during the term of the awarded contract, purchase additional quantities of the same model or brand of item from the Contractor. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor as a condition of contract award.

**ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Solicitation will be used by the County for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the County has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

**DELIVERY SHALL BE WITHIN 15 DAYS- DAYS FROM DATE OF ORDER:** The Contractor shall make deliveries within 15 business days after the purchase order is placed with the Contractor. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the Contractor, except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

**DELIVERY TIME AND LOCATION – 7375 S. Potomac Street:** The Contractor shall deliver all items requested through this Solicitation to the Arapahoe County Detention Facility which is located at 7375 s. Potomac Street, Centennial, CO 80112, Contact Clint Eggleston, 7250.874.3561 (office) 303.521.0944 (cell). Delivery must be coordinated with Clint Eggleston prior to delivery. Unscheduled delivery will be refused.

**ESTIMATED QUANTITIES:** Estimated quantities or estimated dollars are provided in this Solicitation for the Contractor's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the County's actual needs and usage during the previous contractual period or prior twelve month period, whichever is longer. Said estimates may be used by the County for purposes of determining the low Vendor meeting Specifications.

**METHOD OF PAYMENT INVOICE FOR A SINGLE DELIVERY:** The Contractor shall submit an invoice to the County's Finance Department. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the County when the items were delivered and accepted. The date of the invoice shall not exceed thirty calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items.

**PRODUCT RECALL:** Contractor shall be required to notify Arapahoe County's Purchasing Division of any manufacturer's recalls regarding items ordered under said contracts. The Contractor shall contact the County by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Contractor and the County and for removal from the County's approved vendor list(s).

**SHIPPING TERMS FOB DESTINATION:** All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

**WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:** The Contractor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Contractor may be given the opportunity to submit these certificates to the County during the Response evaluation period in its best interest. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor, regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Contractor does not constitute waiver of these warranty provisions.

**PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and the Contractor as a result of this solicitation.

## **DETENTION CENTER SECURITY RULES AND REGULATIONS**

### **I. SECURITY**

#### **BACKGROUND CHECK:**

Contractor / individual entering the facility shall submit a list of all employees, within four (4) days prior to appearance on the work site including full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to the facility. Final approval of employees' list shall be at the sole discretion of the Owner and Owner's Representative and shall not be cause for additional payment.

#### **PARKING:**

All parking at the Facility shall be in designated parking areas.

All parking lots are County Property. As such, the Owner reserves the right to search any parked vehicle or any vehicle entering or leaving the facilities. This is a warrant-less search; the Owner does not need a warrant to search a vehicle. Workers shall take personal responsibility to search their own vehicles to insure no items therein are declared contraband. Examples include guns, knives, bullets, narcotics, and medications (prescribed or otherwise).

#### **SECURITY RULES AND REGULATIONS:**

The following Rules and Procedures will apply to all Contractor / individuals and their employees working at the Facility.

Because work will take place in a Detention Facility actively housing an inmate population, the assistance provided by Detention Facility staff has limitations. Contractor / individuals are obligated to abide by the standards of the United States Constitutional issues, the Prison Rape Elimination Act Standards, and the laws of the State of Colorado along with the rules,

regulations, and procedures of the Arapahoe County Sheriff's Office. The rules and regulations take precedence if an emergency situation develops.

All rules have been enacted for the purpose of protecting the public, teaching positive disciplines to the inmates, controlling the inmate population, and for security of staff, inmates and visitors. Not all the rules and regulations are listed in this section. It is the responsibility of the Contractor / individuals to familiarize themselves with the rules and regulations.

The two most important rules to remember:

- (1) When in doubt, ask a Deputy, and
- (2) The Deputy on duty will enforce the rules according to policy.

#### PERSONAL SEARCH:

All personnel entering the Detention Facility may be required to submit to a personal search, which may be conducted electronically, or "hands on" by the officer on duty. Each employee will be required to sign a "Consent to Search" form. This form allows a search of any person or any articles in the Contractor / individual's possession to be searched. If there is reason to suspect that a person is attempting to bring contraband into the facility, that person will be denied access to the facility.

All Contractor / individual vehicles, tools, and equipment brought onto County property are subject to search at any time for alcohol and other listed contraband.

#### INTOXICANTS:

Possession of and/or consumption of alcoholic beverages is prohibited prior to entering County property. While on County property, no intoxicants will be allowed in any employee's possession, including his vehicle.

#### SMOKING:

This is a non-smoking facility. Cigarettes and other forms of smoking tobacco are not to be brought into this facility under any circumstance.

#### POSSESSION AND/OR USE OF DRUGS AND MEDICATION:

Illicit drugs are prohibited. Legal medications, when prescribed by a doctor, must be controlled. Any employee taking prescribed medications must bring in only the dosage for that day and medication must be in the original prescription container. Any excess medication may be confiscated.

#### WEAPONS:

No weapons or items that can be readily converted to dangerous weapons or any parts thereof are permitted on County property.

#### CONTROL OF EQUIPMENT AND VEHICLES:

Equipment shall be inventoried and accounted for at all times. When a piece of equipment is not in use, it shall be properly secured and stored.

Contractor / individual vehicles shall have windows rolled up and doors locked when parked on County property.

#### KEYS:

The Contractor / individual are responsible for control of keys obtained from the Detention Facility and the security of those areas for which and when they are used by his representatives. The Contractor / individual shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to those areas of the Detention Facility. The Detention Facility representative shall designate the individual authorized to receive these reports.

The Contractor / individual shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders if required as a result of their negligence and/or loss of keys.

#### GUESTS:

No guests are authorized on County property unless properly cleared by the Contractor / individual and Sheriff's Office. Unauthorized guests will be escorted from the facility.

#### **INMATE COUNT SCHEDULES:**

There are specific times during the day and night when all inmates are counted. These scheduled counts are not subject to change. When a count is called, all inmate movement ceases and the inmates must return to their units to be counted. There may also be random counts. The Contractor / individual shall not interfere with this process.

#### **ESCAPE PREVENTION:**

It is the duty and responsibility of all persons in the State of Colorado to prevent escape. (See Colorado Revised Statutes 18-8-201 and 18-8-105.) Escape is deemed to be a continuing activity commencing with the conception of the design to escape and continuing until the escapee is returned to custody or the attempt to escape is thwarted or abandoned. "Assist" includes any activity characterized as "rendering assistance" which is covered in CRS 18-8-105. Any activity not mentioned herein regarding escape or aiding and abetting are applicable. Simply stated, if any contractor / individual / employee becomes aware of or has reason to believe an escape attempt is being planned or is imminent, the obligation is to report such information to the Arapahoe County Sheriff's Office authorities. Improper handling and storage of equipment may contribute to escape.

#### **DISTURBANCES:**

In the event of a disturbance in the facility, all activity will cease until control is re-established. Contractor / individual / employees will be given specific instructions by the officer on duty. These instructions will be followed promptly to insure the safety of all persons in the facility.

The Arapahoe County Sheriff's Office has Emergency Plans that can be implemented at any time to cover any contingencies. Once an Emergency Plan is implemented, it shall take precedence over all other activities.

#### **MANDATORY OBEDIENCE TO ORDERS:**

It is expected that all individuals will follow the orders of the officers on duty. Oftentimes, a situation may be developing that an "outsider" does not perceive while an officer will. The "view" of the officer is based upon experience and training and cannot be taken lightly.

#### **GIFTS FROM AND TO INMATES:**

Giving gifts to or receiving gifts from inmates is prohibited.

#### **UNAUTHORIZED DEALINGS WITH INMATES:**

No activity will be conducted for any inmate that would be in violation of facility rules. Examples include: Purchasing an item to bring in to an inmate; taking items such as letters, etc. out of the facility to be delivered or mailed; and making phone calls for an inmate to people on the streets. Inmates have access to all mail facilities and phones during specified periods. There is absolutely no reason to take anything in or out of the facility on behalf of an inmate. This type of activity is covered in state statute and Facility Rules of Contraband.

#### **PROPER IDENTIFICATION:**

All Contractor / individual personnel working at the Detention facility will be subjected to and must pass a security clearance background check. Clearance process will take up to seven (7) workdays. Contractor / individual is required to submit a list of their selected "on site" employees a minimum of fourteen (14) days prior to beginning work. Selected individuals may be issued an identification card. Control of this ID is the responsibility of the individual. Identification cards shall be surrendered at the completion of the work, at time of termination or as otherwise required by the Detention Facility.

#### **VIOLATIONS OF RULES AND REGULATIONS:**

Violations of the rules and regulations of the facility and laws of the State of Colorado will be dealt with and governed by those rules and laws. Felony violations will be prosecuted.

#### **DECLARATION OF CONTRABAND:**

Pursuant to the Authority under the provision of the Colorado Revised Statutes § 18-8-204 as amended, the County hereby publishes and declares the following items to be contraband, harmful to the health, welfare, good order, and discipline of the resident population:

Cigarettes  
Incense and Incense Burners  
Book Matches  
Candles  
Liquid Shoe Polish  
Weapons of any kind  
Narcotic and Dangerous Drugs  
Hotel, motel, or house keys  
Driver's License, Credit Cards, or Food Stamps  
Currency  
Batteries or battery operated items, except watches, hearing aids, small flat calculator, writing pens  
Fluid lighters  
Cameras and Polaroid cartridges  
Radios with police band  
Lottery tickets

The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards.



## Board Summary Report

**Date:** November 15, 2017

**To:** Board of County Commissioners

**Through:** David C. Walcher

**From:** Olga Fajaros, Budget & Logistics Manager

**Subject:** Amendment to the Agreement between Arapahoe County and Correct Care Recovery Solutions Regarding the RISE Program

### Request and Recommendation

Request the Board of County Commissioners to authorize the Arapahoe County Sheriff to sign the Amendment to the Agreement for Services between Arapahoe County and Correct Care Recovery Solutions, hereinafter (CCRS), Facility as well as any amendments and extensions, regarding the Restoring Individuals Safely and Effectively (RISE) program, hereinafter ("RISE Program").

### Background

Arapahoe County has partnered with CCRS (previously known as GeoCare) since late 2013 to house the RISE Program in the Arapahoe County Sheriff's Office Detention Facility. This program works with justice-involved individuals who have been found incompetent to proceed with their legal case to restore them to a mental state allowing them to participate in the proceedings. The RISE Program has been a success on numerous levels and in 2016 was expanded from a maximum of 22 Program Participants to a maximum of 52 Program Participants.

### Links to Align Arapahoe

Foster Safe Communities and Foster a Healthy and Vibrant County – Expanding the RISE program will help by evaluating and restoring criminal defendants to a state where they can continue in the legal process; overall mental health of program participants is significantly increased; the program provides a service to partnering organizations that is in great demand by restoring these individuals in a much quicker time frame than the sister program at the Colorado Mental Health Institute – Pueblo.

### Discussion

The RISE Program administered by CCRS has been housed in the Detention Facility since 2013. This amendment increases the maximum number of Program Participants served by this program from 52 to 56. This increase in Program Participants also results in increased revenue.

### Alternatives

The alternative would be not to agree to increase the RISE Program by four beds, foregoing the opportunity to be a part of the expansion of this critical program and also the associated increase in revenue.

### Fiscal Impact

This will potentially result in up to \$127, 000 in annual revenue.

**Concurrence**

The Sheriff's Office Administration and Detention Services Bureau are in concurrence with this decision.

**Reviewed By:**

Olga Fugaros, Budget & Logistics Manager  
Vincent Line, Detention Services 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 Arapahoe County Sheriff to sign the Amendment to the Agreement between Arapahoe County and Correct Care Recovery Solutions as well as any subsequent amendments and extensions thereto regarding the RISE Program at the Arapahoe County Sheriff's Office Detention Facility.

The vote was:

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

The Chair declared the resolution adopted and so ordered.

AMENDMENT TO AGREEMENT REGARDING THE USE OF THE ARAPAHOE  
COUNTY SHERIFF'S OFFICE DETENTION FACILITY FOR A RESTORATION TO  
COMPETENCY PROGRAM FOR INDIVIDUALS FOUND INCOMPETENT TO  
STAND TRIAL

This Amendment to the Agreement Regarding the Use of the Arapahoe County Sheriff's Office Detention Facility for a Restoration to Competency Program for Individuals Found Incompetent to Stand Trial made this 20<sup>th</sup> day of October, 2017 by and between the Board of County Commissioners ("BOCC") and Sheriff ("Sheriff") of Arapahoe County, Colorado, and Correct Care, LLC ("Correct Care"), together "the Parties."

WHEREAS, the Parties have entered into a written agreement ("the Agreement") dated 11/4/13 to provide a Restoration to Competency Program at the Arapahoe County Sheriff's Office Detention Facility for individuals found incompetent to stand trial; and

WHEREAS, the parties desire to enter into this Amendment to increase the number of beds by four;

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as listed below.

1. Section 2(a)(ii) of the Agreement shall be amended to read as follows:

"2. Duties of the Sheriff. The following are the duties and responsibilities of the Sheriff with respect to the Program:

a. To house the Program Participants in accordance with the following:

- i. House up to twenty-two (22) Program Participants under Program 1 within Pod 5B of the Detention Facility (as illustrated on the floor plan appended hereto as Attachment A, which is incorporated herein by this reference).
- ii. House up to thirty-four (34) Program Participants under Program 2 within Pod 5E of the Detention Facility (as illustrated on the floor plan appended hereto as Attachment B, which is incorporated herein by this reference).

2. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

This amendment shall take effect on Oct 20<sup>th</sup>, 2017.

Correct Care, LLC

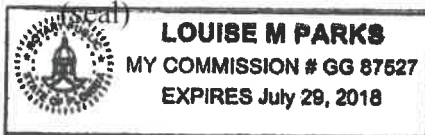
By: Marta Prado

Marta Prado, President

STATE OF Florida )  
 ) ss.  
COUNTY OF Broward )

Signed this 23<sup>rd</sup> day of October, 2017.

Witness my hand and official seal.



Louise M Parks  
Notary Public

ARAPAHOE COUNTY BOARD of COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

ARAPAHOE COUNTY SHERIFF

By: \_\_\_\_\_  
David C. Walcher, Arapahoe County Sheriff

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



## Board Summary Report

**Date:** November 15, 2017  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompson, Paralegal  
**Subject:** Approval of an Arbitration Stipulation

### Purpose and Recommendation

The purpose of this request is for the adoption of a resolution approving the Arbitration stipulation listed below.

### Background

This stipulation is the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer's protest.

### Discussion

The following schedule number has been stipulated to (for the tax years 2017/2018):

Property Owner	Parcel Number	Reason	Original Value	Stipulated Value
Thomas R. Mellish	2073-07-4-01-039	1.	\$394,600	\$365,000

### Reason

1. Square footage and finish corrections for subject improvements indicates that adjustment to this value is correct.

### Alternatives

Let protest proceed to arbitration for a decision. This would involve unnecessary time and expense for the County and the taxpayer.

### Fiscal Impact

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

**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. 170XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following property tax Arbitration for tax year 2016:

Petitioner	Parcel Number
Jon La Breche & Marilyn McGee	2077-19-3-00-006

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 Petitioners 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 Board directs the Clerk to the Board to advise the Petitioners of the action taken by the Board on this date.

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:** November 15, 2017  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of an Arbitration Stipulation

### Purpose and Recommendation

The purpose of this request is for the adoption of a resolution approving the Arbitration stipulation listed below.

### Background

This stipulation is the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer's protest.

### Discussion

The following schedule number has been stipulated to (for the tax years 2017/2018):

Property Owner	Parcel Number	Reason	Original Value	Stipulated Value
George P. Mavrakis	2073-19-4-15-001	1.	\$535,800	\$465,000
Edward J. Harry	2077-28-4-04-017	2.	\$507,600	\$474,300

### Reason

1. Comparable market sales in relation to condition and quality of the subject indicate that adjustment to this value is correct.
2. Comparable market sales indicate that adjustment to this value is correct.

### Alternatives

Let protest proceed to arbitration for a decision. This would involve unnecessary time and expense for the County and the taxpayer.

**Fiscal Impact**

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

**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 property tax Arbitration for tax year 2016:

Petitioner	Parcel Number
Jon La Breche & Marilyn McGee	2077-19-3-00-006

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 Petitioners 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 Board directs the Clerk to the Board to advise the Petitioners of the action taken by the Board on this date.

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:** November 22, 2017  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompson, Paralegal  
**Subject:** Approval of an Arbitration Stipulation

### Purpose and Recommendation

The purpose of this request is for the adoption of a resolution approving the Arbitration stipulation listed below.

### Background

This stipulation is the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer's protest.

### Discussion

The following schedule number has been stipulated to (for the tax years 2017/2018):

Property Owner	Parcel Number	Reason	Original Value	Stipulated Value
Bolthouse Family Trust	2077-30-4-03-002	1.	\$1,313,600	\$1,200,000
William T. Gregory, III	1973-23-2-26-009	1.	\$434,712	\$385,000
Frederick Pfaffman	1973-36-1-42-024	1.	\$222,000	\$208,100
Frederick Pfaffman	1985-00-0-00-176	2.	\$215,783	\$35,000
Dixie Zuckerman Trust & James Allen Sebben Trust	2077-27-2-02-016	1.	\$893,700	\$772,400

### Reason

1. Comparable market sales indicate that adjustment to this value is correct.

2. Agricultural land value and poor condition of the subject improvements indicates that adjustment to this value is correct.

**Alternatives**

Let protest proceed to arbitration for a decision. This would involve unnecessary time and expense for the County and the taxpayer.

**Fiscal Impact**

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

**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. 170XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following property tax Arbitration for tax year 2016:

Petitioner	Parcel Number
Jon La Breche & Marilyn McGee	2077-19-3-00-006

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 Petitioners 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 Board directs the Clerk to the Board to advise the Petitioners of the action taken by the Board on this date.

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:** November 15, 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.

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Code</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2015	70028	Daniel C. & Joyce Y. Brost	7990 S. Santa Fe Drive	1.	\$434,185	\$334,185
2017/ 2018	70410	Mali S. Reddy	1200 South Parker Road	3.	\$722,000	\$624,910
2017/ 2018	70411	Malireddy S Reddy	1220 South Parker Road	3.	\$693,000	\$599,950
2017/ 2018	70412	Malireddy S Reddy	1240 South Parker Road	3.	\$901,000	\$829,985
2017/ 2018	70413	Mali S. Reddy	1260 South Parker Road	3.	\$915,000	\$842,400
2017/ 2018	70714	Sentio Stav Landlord LLC	13801 East Yale Avenue	4.	\$35,000,000	\$30,000,000

**Code**

1. 2015 land classification shall be changed to Agricultural and the 2015 value of the subject property shall be reduced.
2. Evaluation of information supplied by Petitioner indicates change to residential classification is appropriate.
3. Condition of the subject in relation to income and sales comparison approaches indicates that adjustment to this value is correct.
4. Comparable market sales considering deductions for business property assets indicates that adjustment to this value 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 Thompsen, 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:

<b>Docket #</b>	<b>Property Owner</b>	<b>Tax Year</b>
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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:** November 22, 2017

**To:** Board of County Commissioners

**Through:** Ronald A. Carl, County Attorney

**From:** Karen Thompson, 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.

<b>Tax Year</b>	<b>Docket #</b>	<b>Property Owner</b>	<b>Property Address</b>	<b>Code</b>	<b>Original Value</b>	<b>Stipulated Value</b>
2017/ 2018	70342	HS Ohio LLC	17100 East Ohio Drive and 17200 East Ohio Drive	1.	\$2,062,988	\$1,943,000
2017/ 2018	70344	1475 Lima LLC	1475 Lima Street	2.	\$763,840	\$673,000
2017/ 2018	70441	OI-Creg Cherry Creek LLC	600 South Cherry Street and 650 South Cherry Street	2.	\$31,851,000	\$27,500,000
2017/ 2018	70446	New Frontier Research & Technology LLC	15534 East Hinsdale Circle	3.	\$1,372,000	\$1,105,500
2017/ 2018	70498	EPD Properties LLC	5200 South Broadway	4.	\$10,045,087	\$9,200,000



2017/ 2018	70503	Neville Rustomjee	10035 East 7 <sup>th</sup> Avenue	5.	\$199,100	\$186,000
2017/ 2018	70742	William T. Piper and Mariam J. Piper Trust	7 Sedgewick Drive	6.	\$2,323,800	\$2,095,800
2017/ 2018	70750	Columbia Healthone LLC	1444 South Potomac Street	7.	\$8,927,000	\$8,500,000
2017/ 2018	70751	Columbia Healthone LLC	730 Potomac Circle	7.	\$3,796,000	\$3,000,000
2017/ 2018	70753	Columbia Healthone LLC	1400 South Potomac Street	7.	\$7,148,000	\$6,220,000
2017/ 2018	70759	Columbia Healthone LLC	1501 South Potomac Street	7.	\$70,000,000	\$67,500,000

**Code**

1. Income approach supported by comparable market sales indicates that adjustment to this value is correct.
2. Income and sales comparison approaches indicate that adjustment to this value is correct.
3. Income approach considering subject vacancy supported by comparable sales indicates that adjustment to this value is correct.
4. Cost approach and improved comparable sales indicate that adjustment to this value is correct.
5. Comparable market sales, including one sale provided by Petitioner, indicates that adjustment to this value is correct.
6. Comparable market sales indicate that adjustment to this value is correct.
7. Cost and Income approaches indicate that adjustment to this value 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:

<b>Docket #</b>	<b>Property Owner</b>	<b>Tax Year</b>
-----------------	-----------------------	-----------------

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:** November 22, 2017

**To:** Board of County Commissioners

**Through:** Shannon Carter, Director of Open Spaces & Intergovernmental Relations

**From:** Matt Bixenman, Fairgrounds Site Manager  
Lexy Jacobson, Client Relations and Business Development Coordinator

**Subject:** Fairgrounds and Park Rental Pricing, Policies and Procedures (2018/2019 Update)

### Direction/Information:

The Fairgrounds staff would like to provide the Board of County Commissioners with information regarding updates to the existing Fairgrounds Event Center rental pricing, policies and procedures. Fairgrounds staff is seeking approval to finalize and implement the proposed changes for 2018/2019 rental contracts.

### Request and Recommendation

The expanded Arapahoe County Fairgrounds Event Center opened to host public and private events in early 2016. Since that time, use of the Event Center has grown exponentially with a majority of the facility rental calendar being booked for weekends and key week days. The Fairgrounds Operations staff have been focused on building operational capacities, developing local business relationships and implementing a marketing plan. Given staff's experience over the last two years as well as market trends staff is presenting updates to the rental pricing, policies and procedures that govern the Fairgrounds Event Center rental program.

Fairgrounds staff recommends the adoption of the updated pricing, policies and procedures document. The updates policy and procedural updates will first be applied to contracts in 2018/2019 and the application of the new rental pricing structure will be first applied to events in fiscal year 2019. These items have been identified as key administrative and operational tools to ensure successful revenue generation from increased bookings and efficient use of the expanded AC Fairgrounds and Park.

### Background

The Arapahoe County Fairgrounds first opened in July of 2006, creating a new permanent home for the Arapahoe County Fairgrounds and Park. Since that time, use and rental of the facility has grown significantly. In 2014, the County began a process to fund, design and construct several new improvements to the Fairgrounds based on the 2009 Fairgrounds Master Plan. These improvements include an outdoor Covered Arena, a west wing Exhibition Hall and the completion of Phase 1 of the Fairgrounds Park. These projects were completed in late 2015 and subsequently made available for public and private event use in early 2016. The Fairgrounds Operations staff continues to support the ongoing use and rental of the facility while developing key business relationships in the Front Range. The 2013 Markin Financial Analysis made three year projections for the use and revenue associated with the new Exhibition Hall at the Fairgrounds Event Center. The use and revenue of the Exhibition Hall has

exceeded the Markin projections both in timing and revenue. The Denver area event and facility rental market continues to expand and has resulted in high demand for the Arapahoe County Fairgrounds and Event Center. The Fairground's staff continues to engage with similar Fairgrounds facilities to remain competitive and up to date with emerging trends; pricing, operating procedures, etc. As the AC Fairgrounds and Event Center evolves as a facility, staff believes it is necessary to review and update the Event Center's pricing, policies and procedures in an effort to remain competitive within the industry. The updates to the Fairgrounds pricing, policies and procedures form the base for Event Center operations. The Fairgrounds Management Team is also working on various other organizational improvements to support the evolving operations and use of the facility.

### **Links to Align Arapahoe**

The development and implementation of the updated policies and procedures and a new pricing structure will ensure Fairground's staff have the necessary tools to meet the following Align Arapahoe performance measures:

Fiscal Responsibility: The Fairground's Operations team is seeking to expand the use of the Event Center facilities by offering competitive rental pricing as we continue working toward maintaining our cost recovery goals.

Service First: By ensuring up to date policies and procedures, Fairground's customers will receive a higher level of customer service, as well as exceptional event experiences, through a consistent and streamlined event process.

### **Discussion**

#### Updated Pricing Structure:

The current Fairgrounds Event Center rate structure has been in place since the opening of the Exhibition Hall in early 2016. Since then, Fairground's staff have annually increased our number of events hosted at the facility by 130. Fairground's staff attributes this increased facility usage to the implementation of the strategic marketing plan, retention of annual events, as well as the overall industry supply and demand in the Denver Metro area. Through market research and comparison to other local Fairgrounds and similar facilities, staff is confident that our updated pricing is in line with current local standards. However, as staff continues to see steady event bookings from year to year, they need to account for wear and tear on the facilities and equipment such as tables, chairs, staging, etc. This type of pricing update is minimal to Fairground's customers, but has a larger impact on the overall cost recovery of the facility. Please see the included Front Range *Facility Pricing Comparison* for more information on local Colorado Fairgrounds.

#### Updated Policies / Procedures:

As the use of the Fairgrounds Event Center continues to expand, staff have identified several areas where they suggest the implementation of new policies to create structure and consistency for the rental process and the use of the facility. The proposed policy and procedural changes address issues / constraints that the Fairground's team has directly experienced and have proactively identified solutions too. We continue to see this document as a work in progress as our facility demands and practices are ever changing. Please refer to the *Proposed Policies Procedures* attachment for more information on the specific policies and procedural changes.

**Alternatives**

**Pricing Structure Update:**

1. APPROVE AND IMPLEMENT the new updated pricing structure. This alternative will ensure that Fairgrounds and Event Center pricing continues to stay competitive and that rental revenue will sufficient to support cost recovery goals and to maintain and operate a professional facility..
2. NO ACTION, maintain existing pricing structure. This alternative is not recommended by Fairground's staff as it would not rent the facility at industry standards or put the necessary fees in place to help offset the operational or maintenance costs associated with the facility.

**Policies and Procedures:**

1. APPROVE AND IMPLEMENT the added policies and procedures to the Fairground's existing manual. This alternative will ensure the Fairground's team can deliver the highest level of customer service by having consistent practices, and messages in place to manage the event supported by the facility.
2. NO ACTION, continue operating with the existing manual. This alternative is not recommended by Fairground's staff as it would not provide the Operations team or the client with clear facility expectations.

**Fiscal Impact:**

The financial sustainability of the Arapahoe County Fairgrounds and Park is a top priority for the County. In 2016, the Fairgrounds Management Team hosted over 454 events generating over \$300,000 dollars in revenue for the facility. This translated into a 41% cost recovery for the Fairgrounds Event Center in 2016.

Net Revenue / Operational Expenses = Cost Recovery %  
\$300,986/\$723,169= 41%

As use of the Fairgrounds continues to expand so do the costs of operating and maintaining the facility. Fairgrounds staff anticipates additional costs in personnel, facility maintenance and utilities. The updated Facility Pricing will support staff's goal of maintaining a cost recovery percentage between 35% and 40%. Included in this BSR packet is an analysis completed by staff comparing our recommended pricing updates to current market pricing for similar facilities around the Colorado Front Range.

**Concurrence:**

Arapahoe County Fairgrounds and Park Steering Committee: The Committee supports the recommended pricing, policy and procedural updates.

County Attorney's Office: Supports the recommended policy and procedures updates.

Finance Department: Support eh pricing and procedures updates.

**Reviewed By:**

Glen Poole, Open Space Operations Manager

Shannon Carter, Intergovernmental Relations and Open Space Director

Tiffanie Bleau, Sr. Assistant County Attorney

**Attachments:**

AC Fairgrounds Rental Rates 2019

AC Fairgrounds Proposed Policies and Procedures

Front Range Facility Pricing Comparison  
BSR FG Policy Procedures Pricing Updates, 11.6.17

**RESOLUTION NO. 170xxx** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve the updates to the Fairgrounds Policies and Procedures and Rental Pricing.

The vote was:

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

The Chair declared the motion carried and so ordered.



## *Fairgrounds Proposed Policies and Procedures*

### **Cancellation of Event/Transfer of Date**

If the Event Holder has an existing booking and would like to transfer their date(s), they may do so if the proposed new date is available. The Event Holder will need to provide written notice to Arapahoe County Fairground's staff to initiate the transfer of the event date. The Event Holder will be charged a \$200 transfer fee unless Arapahoe County is able to book the existing date with another event holder.

### **Fire Safety Standards**

All fire regulations in the 2009 International Fire Code (IFC) as amended and approved by Cunningham Fire District (CFD) shall be strictly observed. The IFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, fireworks, permitting, vehicle parking, etc. Arapahoe County Fairground's staff will work with the Event Holder during planning meetings to ensure compliance with the IFC. Arapahoe County will provide Event Holder with a detailed informational sheet explaining guidelines as well as a detailed map of the facility and parking areas. The Event Holder shall be responsible for maintenance of all fire exits and other necessary safety actions during the duration of their event and use of the facility. Event Holders should contact the Cunningham Fire Department at 303-755-9202 for further information.

### **Food Service / Event Catering / Health Permits**

Additional fees may apply for Commercial Events selling food and/or beverage onsite. This will be at the discretion of Arapahoe County Fairgrounds management during the negotiation and contracting process.

### **Freight and Mail Deliveries**

In general, equipment or supply deliveries will not be accepted by any Arapahoe County Fairgrounds employee for any Event or Event Holder. If it is necessary, prior arrangements can be made with Fairgrounds staff to accept freight under the following conditions:

- Event Holder will be charged a flat fee of \$30 for deliveries made prior to the event.
- All deliveries must be approved through Arapahoe County Fair management prior to the delivery being made to the site, facility or administrative office.
- Deliveries must be received between 8:00 a.m. and 3:00 p.m. weekdays. If deliveries occur outside of these hours or days, there is no guarantee of staff being available and on site. Any additional costs shall be the responsibility of the Event Holder;
- Use of equipment to unload deliveries, if available, must be arranged prior to deliveries. Any additional costs shall be the responsibility of the Event Holder;
- Arapahoe County is not responsible for lost, damaged or incomplete deliveries to the site, facility or administrative office.

## Exhibit 1 to Rental Agreement Proposed 2019 Rental Rates

FACILITY AREAS	
FULL EVENT CENTER RENTAL	\$6,000 per day
<ul style="list-style-type: none"> <li>EXHIBITION HALL WITH FULL KITCHEN</li> <li>MAIN HALL WITH WARMING KITCHEN</li> <li>EAST WING</li> <li>ALL CONFERENCE ROOMS</li> <li>PUBLIC ADDRESS SYSTEM</li> <li>FAIRGROUNDS PARKING</li> <li>CENTRAL GREEN &amp; SHADE STRUCTURE</li> <li>ALL RESTROOMS</li> </ul>	Price does not include chairs, tables, bleachers, stage, covered area and rodeo arena
	NOTE: Rental of multiple facility areas may constitute full facility rental where full facility per day rates would apply.
EXHIBITION HALL – FULL (209' x 119')	\$2,400 per day
EXHIBITION HALL WEST (includes West Office)	\$1,200 per day
EXHIBITION HALL EAST (includes East Office)	\$1,200 per day
EXHIBITION HALL FULL KITCHEN	\$400 per day
EXHIBITION HALL WEST KITCHEN	\$300 per day
EXHIBITION HALL EAST WARMING KITCHEN	\$100 per day
MAIN HALL (85' x 85')	\$650 per day
MAIN HALL WARMING KITCHEN	\$100 per day (ONLY available in conjunction with Main Hall rental)
EAST WING (225' x 75')	\$1,000 per day
LARGE CONFERENCE ROOMS (PAINTBRUSH & WINDMILL)	\$200 per day
SMALL MEETING ROOMS (LOG ROOM, 4H)	\$100 per day
COVERED RODEO ARENA (150' x 240')	\$750 (worked once) \$35 for each additional working
RODEO ARENA (150' x 300')	\$300 (worked once) \$35 for each additional working
SUN SHADE& CENTRAL GREEN W/ RESTROOM USE	\$200
½ DAY SET UP (Noon – 4pm)	25% of Facility Rental Rate
FULL DAY SET-UP (8am-4pm)	50% of Facility Rental Rate
EQUIPMENT	
STAGE (24' x 16')	\$300
TABLES	\$5 each
(8' rectangle; seats 8 to 10); (6' rectangle; seats 6 to 8); (5' round; seats 6 to 10)	
CHAIRS (white metal folding chair)	\$1 each
BLEACHERS:	
• Four row, 15' (2 available)	On-Site \$20 Off-Site \$60
• Five row, 8' (2 available)	On-Site \$35 Off-Site \$75
• Nine row, 45' (1 available, towable)	On-Site \$100 Off-Site \$1,000
• Ten row, 45' (3 available, towable)	On-Site \$100 Off-Site \$1,000
PORTABLE PUBLIC ADDRESS SYSTEM	\$100
PROJECTOR SCREEN	\$20
DIVIDER PANELS	\$10/panel
ELECTRICAL DROP	\$15/drop
DAMAGE DEPOSIT (Money Order, Cashier's Check or Cash only)	
• 1-300 People	\$900
• 301-600 People	\$1,100
• 601-1,000 People	\$1,300
• 1,001-1,300+ People	\$1,500
MISCELLANEOUS	
HORSE STALLS (uncovered; 40 available)	\$20 per day each; minimum stay is 3 stalls for 3 nights
DRY CAMPING	\$20 per day, per site
LABOR AND EQUIPMENT RATES	\$40 per hour for staff or \$75 per hour for staff operated equipment (tractor, etc.)
TRASH ROLL OFFS (30 yard)	\$380 each
ADDITIONAL ROLL OFF	\$100 each
PARKING LOT	\$150 per lot; free with facility rental
SHIPPING OF GOODS	\$30

### IMPORTANT NOTES

**\*\* Full-day events may begin at 7:00 a.m. and go through 12:00 a.m. (midnight); cleanup must be completed by 1:00 a.m. the following day.**  
**For all Commercial Ticketed Events Arapahoe County receives \$.50/ticket for tickets under \$5, \$1/ticket for tickets over \$5.** Additional food and beverage charges may apply. Note: 25% discount for week day events, and also have special separate pricing for commercial events as well as non-profit events, ask event staff.





ARAPAHOE COUNTY  
COLORADO'S FIRST

## Board Summary Report

**Date:** October 31, 2017  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Barbara LeBlanc, Paralegal  
**Subject:** Abatements

### Purpose and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor for abatement petitions denied for lack of jurisdiction.

### Background

These abatements were filed by petitioners and denied by the Assessor's Office.

### Discussion

Attached in draft resolution.

### Alternatives

### Fiscal Impact

No decrease in the taxes collected.

### Concurrence

The County Attorney support this recommendation.

**RESOLUTION NO. 170---** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, November 28, 2017; and

WHEREAS, the Board at that time considered petitions for Abatement or Refund of Taxes pursuant to C.R.S. 39-1-113 and 39-10-114 submitted by various taxpayers and/or agents; and

WHEREAS, the County Assessor has recommended denial of all of these petitions for reasons as set forth within the petition and an agenda memorandum as tendered to the Board on this date, and the Board has reviewed the memorandum as presented by the Acting County Attorney and the petitions submitted by the Petitioners; and

WHEREAS, the Petitioners were not present before the Board of County Commissioners; and

WHEREAS, the basis of the Assessor's denial was that jurisdictional prerequisites were not met by the petitioners; and

WHEREAS, based upon the aforementioned, the Board of County Commissioners has no jurisdiction to act upon said petitions.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

Petitioner	account number	folio number	year(s)
Charles Davis	2075-20-1-05-013	031807298	2016
Chambers Mini Storage	1975-30-1-33-001	033626991	2015/16
BLE 7 LLC	2077-01-4-08-001	034140611	

A protest was filed for the year in which this petition asks for consideration based on "overvaluation", C.R.S. 39-10-114(1)(a)(I)(D)

Charles Davis	2075-20-1-05-013	031807298	2015
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This abatement has been processed under a previously filed petition for this parcel.

Transamerica Financial Advisor	26720-67382-001	034770445	2015/16
Pinnacle Medical Partners	28099-76305-001	035154009	2016

Did not file a personal property declaration C.R.S. 39-5-116 and did not protest Assessor's value during protest period C.R.S. 39-5-122(2).

1. That the Petitions (per attached list) presented this date to the Board relating to Schedule numbers set forth therein, shall be and are hereby denied and the recommendation of the Assessor is hereby concurred with, and that no refund or abatement be allowed for the tax years as requested by the aforementioned Petitioners for the reasons as set forth upon the petitions.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** November 30, 2017  
**To:** Board of County Commissioners  
**Through:** Ron Carl, County Attorney  
**From:** John Christofferson, Deputy County Attorney  
**Subject:** Open Space Sales Tax Collected on Aviation Fuel

### Request and Recommendation

Request the Board of County Commissioners to approve a resolution pertaining to the use of revenues from the County's Open Space Sales and Use Tax collected on aviation fuel.

### Background/Discussion

Arapahoe County receives sales and use tax revenue from the sale of aviation fuel within unincorporated Arapahoe County. This tax revenue is collected by the Colorado Department of Revenue and remitted to the County. Pursuant to federal law and regulation, revenues from any tax on aviation fuel should be used for airport purposes. The purpose of the proposed resolution is to clarify the appropriate uses of the portion of County's Open Space Sales and Use Tax collected on aviation fuel.

The County Attorney's Office will provide a draft of the proposed resolution to the Board of County Commissioners at the December 5, 2017 public meeting.

### Alternatives

Propose legislation to allow the County to exempt the sale of aviation fuel from its Open Space Sales Tax.

### Reviewed By:

Finance Department



## Board Summary Report

**Date:** November 20, 2017

**To:** Board of County Commissioners

**From:** Todd Weaver, Budget Manager

**Subject:** Adoption of Supplemental Budget Resolutions for the Third Quarter 2017

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### Request and Recommendation

The purpose of this public hearing is to approve the supplemental appropriation resolutions recommended by the Executive Budget Committee and reviewed by the Board of County Commissioners at the study session on November 21<sup>st</sup>, 2017. The supplemental appropriation resolutions are attached to this Board Summary Report.

### Background

The 11 resolutions included in the attached document reflect the supplemental appropriation requests recommended by the Executive Budget Committee and presented to the Board at a study session on November 21<sup>st</sup> related to the 2017 budget. The Board gave direction to staff to bring these requests forward to public hearing on December 5<sup>th</sup> for formal adoption.

There are several departments and offices that by the end of the third quarter of 2017 have identified areas or issues requiring modifications to their budgets and have submitted these needs as supplemental appropriation requests for the 2017 budget. The BOCC Administration Department is requesting an additional \$12,000 in the General Fund to cover additional salary costs due to staff retirements. The Human Services Department has requests to transfer \$1,989,397 from the Social Services Fund to the General Fund for excess fund balance and Medicaid incentives that were received for 2016 and 2017. They are also requesting to recognize \$104,777 in additional funding from the State, appropriate \$131,112 in the Social Services Fund, and increase the authorized head count by 23.00 FTE for additional staff, market salary increases, and the purchase of a new television display. The Open Spaces Department is requesting to transfer \$76,526 into the Central Services Fund for the purchase of five new capital assets and a transfer from the General Fund to the Fair Fund for reimbursement of the redeemed employee fair tickets. The Sheriff's Office is requesting to recognize and appropriated \$52,882 and increase the authorized headcount by 1.0 FTE in the General Fund for the addition of an elementary school resource officer. This request also contains a transfer of \$38,349 and to recognize and appropriate the same amount in the Central Services Fund for the purchase of the officer's vehicle. A request to appropriate \$105,578 in the Central Services has been made by the Sheriff's Office for the purchase of a patrol car to replace one that was totaled in an accident and to purchase two 3D laser scanners and the accompanying software. The Clerk & Recorder's Office has a request to recognize and appropriate \$60,948 in the Central Services Fund for the reimbursement from the State for a portion of the voting equipment that was purchased. The Public Works and Development Department is requesting to recognize and appropriate \$1,924,176 in the Infrastructure Fund for reimbursements for various approved infrastructure projects.

The attached resolutions contain the detail of the other supplemental requests for the 3<sup>rd</sup> Quarter of 2017 that have not been discussed above.

The Finance Department will be in attendance at the December 5<sup>th</sup> public hearing to address any questions or concerns regarding the above supplemental appropriation requests.

### **Links to Align Arapahoe**

The adoption of supplemental appropriation requests that have been reviewed by the Executive Budget Committee and the Board of County Commissioners and are only brought forward on a quarterly basis are in alignment with the County's objectives for Fiscal Responsibility and the Responsible Use of Taxpayer Money.

### **Discussion**

All of the supplemental appropriation requests were discussed at the November 21<sup>st</sup> study session and were reviewed by the Executive Budget Committee prior to that meeting. A discussion, if any, is to be determined by the Board during the public hearing.

### **Alternatives**

Alternatively, a decision could be made that none of the 2017 budget supplemental appropriation resolutions should be adopted at this time.

### **Fiscal Impact**

The fiscal impact is equivalent to the net amount of each of the supplemental appropriation requests that are approved by the Board of County Commissioners.

### **Reviewed By:**

Janet J. Kennedy, Finance Director  
John Christofferson, Deputy County Attorney

Department	Revenue Amount	Expense Amount	FTEs
<b>2017</b>			
<b>DISCUSSION NEEDED</b>			
<b>General Fund</b>			
BOCC Admn	-	12,000	
Human Services	1,000,000	-	
Human Services	479,013	-	
Human Services	510,384	-	
Open Spaces	-	-	
Sheriff's Office	-	-	
Sheriff's Office	52,882	52,882	1.00
<b>SUBTOTAL General Fund</b>	<b>\$ 2,042,279</b>	<b>\$ 64,882</b>	<b>1.00</b>
<b>Central Services Fund</b>			
Open Spaces	4,320	26,616	
Open Spaces	61,000	61,000	
Open Spaces	-	84,000	
Open Spaces	-	61,000	
Open Spaces	11,206	11,206	
Open Spaces	-	20,854	
Sheriff's Office	-	28,018	
Sheriff's Office	9,000	9,000	
Sheriff's Office	38,349	38,349	
Sheriff's Office	-	77,560	
<b>SUBTOTAL Central Services Fund</b>	<b>\$ 123,875</b>	<b>\$ 417,603</b>	<b>-</b>
<b>Open Spaces Fund</b>			
Open Spaces	-	-	
Open Spaces	-	-	
Open Spaces	-	-	
Open Spaces	-	-	
<b>SUBTOTAL Open Spaces Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Arapahoe County Fair Fund</b>			
Open Spaces	11,835	-	
<b>SUBTOTAL Arapahoe County Fair Fund</b>	<b>\$ 11,835</b>	<b>\$ -</b>	<b>-</b>
<b>Social Services Fund</b>			
Human Services	\$ 27,604	\$ 35,045	
Human Services	68,438	85,148	23.00
Human Services	8,735	10,919	
Human Services	-	1,000,000	
Human Services	-	479,013	
Human Services	-	510,384	
<b>SUBTOTAL Social Services Fund</b>	<b>\$ 104,777</b>	<b>\$ 2,120,509</b>	<b>23.00</b>
<b>TOTAL Discussion Needed</b>	<b><u>\$ 2,282,766</u></b>	<b><u>\$ 2,602,994</u></b>	<b>24.00</b>

Department	Revenue Amount	Expense Amount	FTEs
<b>NEW REVENUE/BUDGET CLEANUP</b>			
<b>General Fund</b>			
Sheriff's Office	4,644	4,644	
<b>SUBTOTAL General Fund</b>	<b>\$ 4,644</b>	<b>\$ 4,644</b>	<b>-</b>
<b>ALEA Fund</b>			
Sheriff's Office	9,466	9,466	
<b>SUBTOTAL ALEA Fund</b>	<b>\$ 9,466</b>	<b>\$ 9,466</b>	<b>-</b>
<b>Grant Fund</b>			
Sheriff's Office	85,000	85,000	
<b>SUBTOTAL ALEA Fund</b>	<b>\$ 85,000</b>	<b>\$ 85,000</b>	<b>-</b>
<b>Central Services Fund</b>			
Clerk & Recorder	60,948	60,948	-
<b>SUBTOTAL Central Services Fund</b>	<b>\$ 60,948</b>	<b>\$ 60,948</b>	<b>-</b>
<b>Infrastructure Fund</b>			
Public Works & Development	1,924,176	1,924,176	
<b>SUBTOTAL Infrastructure Fund</b>	<b>\$ 1,924,176</b>	<b>\$ 1,924,176</b>	<b>-</b>
<b>TOTAL New Revenue/Budget Cleanup</b>	<b><u>\$ 2,084,234</u></b>	<b><u>\$ 2,084,234</u></b>	<b>-</b>

**ARAPAHOE COUNTY  
NOTICE OF PUBLIC HEARING  
PROPOSED BUDGET AMENDMENTS**

NOTICE IS HEREBY GIVEN that on Tuesday, December 5, 2017 at 9:30 a.m., or as soon thereafter as the calendar of the Board of County Commissioners permits, in the East Hearing Room of the County Administration Building, 5334 South Prince Street, Littleton, Colorado, the Board of County Commissioners of Arapahoe County will meet to consider the following proposed budget resolutions:

**I**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Board of County Commissioners Administration Department is requesting \$12,000 in the General Fund to cover the additional salary costs due to staff retirements; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$12,000 from the unappropriated balance of the General Fund to cover the additional cost of salaries due to staff retirements in the Board of County Commissioners Administration Department.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**II**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Human Services Department is requesting to transfer \$1,000,000 from the Social Services Fund to the General Fund for the excess fund balance accumulated in the that fund; and

WHEREAS, the Human Services Department is requesting to transfer \$989,397 from the Social Services Fund to the General Fund for Medicaid incentives received for 2016 and 2017; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$1,989,397 from the unappropriated balance of the Social Services Fund, Human Services Department and transfer and recognize this amount in the General Fund for excess fund balance and from Medicaid Incentives received.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.



**III**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Open Spaces and Intergovernmental Relations Department has requested to transfer \$11,835 from the General Fund, Administrative Services to the Arapahoe County Fair Fund, Open Spaces for the reimbursement of the employee tickets to the County Fair; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$11,835 from the General Fund, Administrative Services Department to the Arapahoe County Fair Fund for reimbursement of the employee tickets to the County Fair.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**IV**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to retain a bomb truck instead of selling it at auction and to transfer \$9,000 from the General Fund, Sheriff's Office to be recognized and appropriated in the Central Services Fund, Sheriff's Office for this purpose; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$9,000 from the General Fund, Sheriff's Office to the Central Services Fund, Sheriff's Office and to recognize and appropriate the same for the estimated auction value of a bomb truck to be retained.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**V**

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to increase to the authorized head count by 1.00 FTE for an elementary school resources officer for the law enforcement services provided to the City of Centennial under agreement; and

WHEREAS, the Sheriff's Office is requesting to recognize and appropriate \$52,882 in the General Fund, Sheriff's Office for this purpose; and

WHEREAS, the Sheriff's Office further requests to transfer \$38,349 to the Central Services Fund for the purchase of a vehicle for this school resources officer; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$52,882 and increase the authorized headcount by 1.00 FTE in the General Fund, Sheriff's Office for the addition of an elementary school resource officer and transfer \$38,349 to the Central Services Fund, Sheriff's Office and recognize and appropriate the same for the purchase of the officer's vehicle.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

VI

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Open Space and Intergovernmental Relations Department has requested funding for the replacement of an existing sport-utility vehicle, truck, and tractor which requires the transfer \$4,320 from the Open Space Sales Tax Fund to the Central Services Fund, Open Spaces and Intergovernmental Relations and recognition of \$4,320 and appropriation of \$171,616 for these replacements; and

WHEREAS, the Open Space and Intergovernmental Relations Department has requested to transfer \$61,000 from the Open Space Sales Tax Fund, Open Spaces to the Central Services Fund, Open Spaces and recognize and appropriate the same for the purchase of a skid loader; and

WHEREAS, the Open Space and Intergovernmental Relations Department has also requested to transfer \$11,206 from the Open Space Sales Tax Fund, Open Space to the Central Services Fund, Open Space and recognize and appropriate the same for the cost of equipment on a fixed asset that was not originally requested with the purchase of the asset; and

WHEREAS, the Open Spaces and Intergovernmental Relations Department has requested to appropriate \$20,854 from the Central Services Fund, Open Spaces for the purchase of a half-ton pick-up truck; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to transfer \$76,526 from the Open Space Sales Tax Fund, Open Spaces to the Central Services Fund, Open Spaces and recognize \$76,526 and appropriate \$264,676 for the purchase of an SUV, a skid loader, a large tractor, and two pick-up trucks.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

VII

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to appropriate \$28,018 from the unappropriated fund balance of the Central Services Fund, Sheriff's Office for the replacement of a patrol car that has been totaled in an accident; and

WHEREAS, the Sheriff's Office has also requested to appropriate \$77,560 from the unappropriated fund balance of the Central Services Fund, Sheriff's Office for the purchase of two 3D laser scanners and the accompanying software to replace existing outdated equipment; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to appropriate \$105,578 from the unappropriated fund balance of the Central Services Fund, Sheriff's Office for the purchase of a patrol car and two 3D laser scanners and the accompanying software.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

## VIII

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Human Services Department has requested to recognize \$36,339 in additional funds from the State of Colorado and appropriate \$45,964 in the Social Services Fund, Human Services for market salary increases to be more competitive and to purchase a new television display; and

WHEREAS, the Human Services Department has requested to recognize \$68,438 in additional funds from the State of Colorado, appropriate \$85,148 an increase to the authorized head count by 23.00 FTE in the Social Services Fund, Human Services Community and Child Support Services Division for the remainder of the County fiscal year; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize \$104,777 in additional funding from the State and to appropriate \$131,112 in the Social Services Fund, Human Services Department and increase the authorized head count by 23.00 FTE for additional staff, market salary increases, and the purchase of a new television display.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

## IX

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Sheriff's Office has requested to recognize and appropriate \$4,644 in the General Fund, \$9,466 in the Law Enforcement Authority and \$85,000 in the Grant Fund from a reimbursement for overtime from Homeland Security Investigations; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$4,644 in the General Fund, \$9,466 in the Arapahoe Law Enforcement Authority, and \$85,000 in the Grant Fund for the Sheriff's Office for the reimbursement for overtime from Homeland Security Investigations.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

X

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Clerk & Recorder's Office has requested to recognize and appropriate \$60,948 in the Central Services Fund, Clerk & Recorder for the reimbursement from the State for a portion of the voting equipment purchased; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$60,948 in the Central Services Fund, Clerk & Recorder for the reimbursement from the State for a portion of the voting equipment purchased.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

XI

WHEREAS, the Board of County Commissioners adopted the 2017 Annual Budget pursuant to Statute; and

WHEREAS, the Public Works & Development Department has requested to recognize and appropriate \$1,924,176 in the Infrastructure Fund, Public Works & Development from reimbursements from other governments and organizations for various approved infrastructure projects; and

WHEREAS, this matter has been published pursuant to Section 29-1-109, C.R.S., as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to recognize and appropriate \$1,924,176 in the Infrastructure Fund, Public Works & Development for reimbursements for various approved infrastructure projects.

BE IT FURTHER RESOLVED that the Budget Officer shall file a certified copy of this Resolution with the Division of Local Government and with the affected spending agencies.

**Proposed Motion:**

I move to **adopt/not adopt** the eleven (11) supplemental appropriation requests to the 2017 Budget that were presented to the Board at the 3<sup>rd</sup> Quarter Budget Review study session on November 21<sup>st</sup>, 2017 and brought forward for today's public hearing for formal adoption.