



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

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

Study Session

August 18, 2020

The members of the Board of County Commissioners may attend study sessions virtually or in person, but due to social distancing requirements, presenters and the public may only attend virtually. The public may attend the study sessions (listening only) by calling 1-855-436-3656. The Board of County Commissioners may go into executive session during or at the conclusion of the study session as necessary to receive legal advice or discuss other confidential matters.

The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under "Committee Updates" to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com

Study Session Topics

10:00 A.M. Administrative Meeting - Strategic Planning Discussion (WHR)
Board of County Commissioners

Break

1:00 P.M. *Drop In
Board of County Commissioners

1. Agreement Between Arapahoe County And Carfax For Access To The Carfax For Police System
Discussion of a request from the Sheriff's Office to authorize the Arapahoe County Sheriff to sign an agreement between the Board of County Commissioners for access to the Carfax for Police System, a data resource that is used for any number of investigations related to vehicles from hit and run crashes, to auto thefts, to any other crime where a vehicle might be used

Request: Information/Direction

Jared Rowison, Investigation Services Captain, Sheriff's Office
Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office
Tyler Brown, Sheriff
Todd Weaver, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR_CARFAX_DROP_IN_20200818.PDF](#)
[CARFAX FOR POLICE ENROLLMENT FORM.PDF](#)
[FIELDS NEEDED REQUIRED AND PREFERRED.PDF](#)

2. Request To Retain Sheriff's Office Patrol Vehicles For Drive Track
Discussion of a request from the Sheriff's Office to authorize retention of eight marked patrol cars to supplement the Training Unit fleet. These cars have been replaced and will otherwise be sent to auction

Request: Information/Direction

Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office
Mark Nicastle, Undersheriff, Sheriff's Office
Tyler Brown, Sheriff
Todd Weaver, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[TRACK VEHICLES BSR 8.6.20.PDF](#)

3. Update On CARES Act Funds For Respiratory Protection For Responders Working In COVID-19 Environments
Update from the Sheriff's Office and the Office of Emergency Management on the purchase and issuance of fixed asset numbers for 60 Self Contained Breathing Apparatus (SCBA) and 250 Air Purifying Respirators (APR) for Sheriff's Office personnel

Request: Information/Direction

Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office
Nathan Fogg, Emergency Manager, Sheriff's Office
Tyler Brown, Sheriff
Todd Weaver, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR_CARES_ACT_SCBA_APR_DROP_IN_20200818.PDF](#)

4. Waiver Per The Purchasing Policy For COVID-19 PPE Purchase - Star Industrial Supply
Discussion of a request from the Sheriff's Office for the Board of County Commissioners to approve a waiver per the Purchasing Policy to allow an open purchase order of \$300,000 with Star Industrial Supply to continue to secure reliable and necessary personal protective equipment for county staff, nursing homes, and hospitals in the ongoing response to the COVID-19 crisis

Request: Information/Direction

Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office
Nathan Fogg, Emergency Manager, Sheriff's Office
Tyler Brown, Sheriff
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[BSR STAR INDUSTRIAL SUPPLY 300K OPEN PO.PDF](#)
[WAIVER_ACSO_STAR INDUSTRIAL.PDF](#)

Break

2:30 P.M. *Executive Session

Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)(b)C.R.S.](As required by law, specific agenda topics will be announced in open meeting prior to the commencement of the closed and confidential portion of this session) (WHR)

Ron Carl, County Attorney

*** To Be Recorded As Required By Law**

WHR - West Hearing Room

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.



Board Summary Report

Date: August 6, 2020
To: Board of County Commissioners
Through: Tyler Brown, Sheriff
From: Jared Rowilson, Captain
Subject: Agreement between Arapahoe County and Carfax for access to the Carfax for Police System

Direction/Information: The Sheriff's Office is requesting to sign an agreement with Carfax.

Request and Recommendation

The Sheriff's Office requests the Board of County Commissioners to authorize the Arapahoe County Sheriff to sign an agreement between the Board of County Commissioners of Arapahoe County for access to the Carfax for Police System.

Background

Over the past number of years, the Arapahoe County Sheriff's Office investigators, traffic unit deputies, and analysts had access to a product called Carfax for Police. The product is a data resource is used for any number of investigations related to vehicles from hit and run crashes, to auto thefts, to any other crime were a vehicle might be used. The Sheriff's Office had access to it via agreements with Numerica and the Colorado Information Sharing Consortium. Specific, limited information related to crashes the Sheriff's Office investigated was shared with Carfax through the regional data warehouse and in turn, Sheriff's Office staff had access to the Carfax tool. Numerica was sold to LexisNexis, and shortly there after, the data stream to Carfax was shut off because Carfax is a competitor to LexisNexis. Access to Carfax was shut off as well due to data no longer being provided to Carfax.

Links to Align Arapahoe

Service First, Quality of Life – Community Safety and Fiscal Responsibility

Discussion

The Arapahoe County Sheriff's Office has been accessing the Carfax system since 2018. The Sheriff's Office would like to again provide Carfax for Police for our staff as it has assisted with many investigations. To gain access to this system the Sheriff's Office simply needs to start sharing limited information with Carfax again. There is no cost to have access to the tool – data only needs to be shared.

IT has been contacted to verify we can again send this data if this agreement is approved. Feedback has indicated said the data can be easily shared with Carfax after coming RMS updates are completed.

Alternatives

If Arapahoe County does not accept and sign the amendment, investigators and other staff will not have access to a valuable tool to help solve crimes and other investigations the Sheriff's Office is responsible for.

Fiscal Impact

There is no cost to utilize Carfax for Police.

Concurrence

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

Reviewed By:

Glenn Thompson, Public Safety Service Bureau
Mark Nicastle, Undersheriff
Tyler Brown, Sheriff
Olga Fujaros, Sheriff's Office Finance Manager
Finance Department
County Attorney's Office



ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): _____

Agency ORI Number: ____-____-____-____-____-____

Name of Chief of Police or Sheriff: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Accident Reports written last year: _____

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), the CARFAX Crash Report Distribution Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools Yes No

CARFAX Crash Report Distribution Platform Yes No (If Yes, please provide additional information requested below)

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? Yes No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform: \$_____

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: Chris Marchetti
EMAIL: ChrisMarchetti@carfax.com | FAX: 1-800-790-8563

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's subscription to the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, this last sentence of Section 2, the last two sentences of Section 8, and Sections 3, 5, 7(c), 10, 11, 13 and 14.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX Crash Report Distribution Platform and all intellectual property relating to each of the foregoing, are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and/or user job functions) and will promptly notify CARFAX of any changes to current authorized users. Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with

such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach.

6. CARFAX Services Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions; (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles; (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court; (iv) to provide notice to the owners of towed or impounded vehicles; or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX Crash Report Distribution Platform. Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX Crash Report Distribution Platform") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX Crash Report Distribution Platform, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through

CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's subscription to the CARFAX Crash Report Distribution Platform or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement.

10. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM OR ANY INFORMATION CONTAINED THEREIN.

11. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, and/or the CARFAX Crash Report Distribution Platform, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys' fees and costs) arising out of Agency's breach of Section 9 or Agency's use of the CARFAX Databases, or any Investigative Tools or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement or applicable law.

12. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

13. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

14. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

1. VIN
2. Report Number
3. Crash Date
4. Police Agency
5. County
6. City
7. State
8. License Plate Number
9. Licenses Plate State
10. Vehicle Make
11. Vehicle Model
12. Vehicle Year
13. Point of Impact
14. Damage Severity
15. Fire
16. Extraction
17. Towing
18. Airbag Deployed

Preferred but optional:

19. Driver First Name
20. Driver Last Name
21. Passengers First Name
22. Passengers Last Name



Board Summary Report

Date: July 28, 2020
To: Board of County Commissioners
Through: Tyler Brown, Sheriff
From: Mark Nicastle, Undersheriff
Subject: Sheriff Office Patrol Fleet

Direction/Information: The Sheriff's Office is providing information for consideration to retain retired patrol vehicles before going to auction.

Request and Recommendation

The Arapahoe County Sheriff's Office requests the Board of County Commissioners to authorize retention of eight marked patrol cars to supplement the Training Unit fleet. These cars have been replaced and otherwise sent to auction.

Background

The Arapahoe County Sheriff's Office currently provides annual In-Service driving training as required by POST to approximately 500 deputies, as well as recruits in POST Certified and Non-Certified Detention Academies. The Training Unit presently has sixteen vehicles used for drive track and tactical vehicle intervention (TVI) training. Many of these vehicles are eight to ten years old with high mileage and ongoing mechanical issues. Some of the vehicles are no longer manufactured and are not representative of the current Sheriff's Office fleet. Previously the Sheriff's Office has paid to retain auction cars for the drive track out of existing budgets. The current price to retain vehicles from auction is cost prohibitive, leaving the Training Unit with vehicles in poor condition and no cost effective way to update their fleet.

Discussion

The Sheriff's Office currently has sixteen vehicles used for drive track and TVI training. Previously the Sheriff's Office has paid to retain decommissioned vehicles for use at the drive track. The current quoted auction price by County Finance to retain retired vehicles is cost prohibitive. Based upon current auction pricing the Sheriff's Office would be required to pay \$10,000 for each car. Assuming the Sheriff's Office kept three vehicles per year, it would cost \$30,000 annually and take over five years or \$150,000 to update the current fleet.

Sales from auction vehicles is factored into the purchase of new vehicles and an important piece of the overall purchasing process. With the BoCC approval the Sheriff's Office is requesting the County to increase the Sheriff's Office fleet by eight retired cars and to absorb the auction sales at a soft cost of \$80,000 in 2020. Moving forward the Sheriffs' Office would return eight cars and retain eight cars each

year. This is a one-time loss to the County's overall budget, where the Sheriff's Office would have ongoing costs indefinitely.

Alternatives

If the BoCC does not authorize an increase of eight retired vehicles to the fleet, the Sheriff's Office Training Unit will continue to drive outdated cars until such time the budget will permit for their replacement. Based upon current budget constraints this could take several years, ultimately eliminating any real value of a vehicle once it is sent to auction.

Fiscal Impact

There would be a one-time impact to the overall county budget by absorbing one year of auction proceeds. According to Roller Auction, the county's preferred Auction Company, actual auction values cannot be guaranteed. Average pricing for police cars is between \$3,000 and \$5,000 dollars. Therefore the soft cost is between \$24,000 and \$80,000 depending on condition of vehicle and what buyers are willing to pay.

Concurrence

The Sheriff's Office Support Services Bureau, Training Unit is in concurrence with this decision.

Reviewed By:

Robert Stef, Support Service Bureau
Olga Fajaros, Sheriff's Office Finance Manager
Mark Nicastle, Undersheriff
Tyler Brown, Sheriff
Finance Department
County Attorney's Office



ARAPAHOE COUNTY
COLORADO'S FIRST

BOARD SUMMARY REPORT

Date: August 18, 2020

To: Board of County Commissioners

Through: Tyler S. Brown, Sheriff

From: Nathan Fogg, Emergency Manager

Subject: Request for approval to expend CARES Act funds for respiratory protection for responders working in COVID-19 environments

Direction/Information

Providing additional information to the Commission around the need for Self Contained Breathing Apparatus (SCBA) and Air Purifying Respirators (APR) for Sheriff's Office personnel.

Request and Recommendation

The Sheriff's Office and the Office of Emergency Management request the approval for purchase and issuance of fixed asset numbers for 60 SCBA and 250 APRs.

Background

The Sheriff's Office identified an operational deficiency in responding to the COVID-19 pandemic, in that not all staff have the required APRs and select staff have been sharing SCBA respirators that become contaminated with saliva, respiratory droplets, and sputum. It is a public health recommendation that these devices not be shared to reduce the transmission of SARS-CoV-2, the highly contagious virus responsible for the current COVID-19 pandemic. In a demonstration on June 22, 2020, the OEM showed how the SCBA and APR offer the highest levels of protection to responders working in a COVID-19 positive environment and can also spread the virus to members required to share devices.

Links to Align Arapahoe

Safe Communities

Discussion

The Sheriff's Office is seeking to purchase 60 Self Contained Breathing Apparatus (SCBA) respirators at approximately \$1,000,000. These kits allow deputy sheriffs to respond, along with the fire department to scenes where the SARS-COV-2 is present and maintain a 100% fully protected, positive pressure air system. The SCBAs allow the deputies to spend up to one hour working in an infectious environment alongside, or independently of, our fire department and paramedics. This is the highest level of respiratory protection available to our responders and is

interoperable with our response partners. The Sheriff's Office proposes using CARES Act funding to purchase these SCBAs.

The Sheriff's Office is also seeking to purchase (non-consumable) PPE for all responders in the Office in form of air purifying respirators (APR), commonly known as gas masks. The required APRs total approximately \$77,000. There are currently 250 staff members without access to this second best level of protection from SARS-COV-2. These APRs allow the user to change filtration cartridges (CDC recommended P-100) as required and offers eye protection. The APR does not provide a positive pressure environment, which accounts for the second best level of protection. The Sheriff's Office intends to use CARES Act funding for this purchase.

The Sheriff's Office believes both of these respiratory protection purchases are reasonably necessary to offer the highest levels of protection from COVID-19 and its associated virus. Additionally, these pieces of equipment are operable and offer protection to our responders in a variety of other hazardous environments related to chemical, biological, radioactive, and nuclear environments.

Alternatives

There are not viable alternatives to these levels of protection. The Sheriff's Office already supplies its members, and others, with lesser grades of protection in the form of non-medical masks, KN-95 respirators, and N-95 respirators.

The no action leaves 310 members of the Sheriff's Office without the highest levels of respiratory protection recommended by public health officials.

Fiscal Impact

The impact to the county, based on upon a BOCC finding of reasonable necessity, is the expenditure of CARES Act funds totaling \$1,077,000 for 250 APR and 60 SCBAs. The Sheriff's Office has the ability to maintain and replace the consumable components for each piece of protective equipment.

Concurrence

The Sheriff's Office has reviewed this document and concurs.

Reviewed By

Tyler S. Brown, Sheriff
Glenn Thompson, Public Safety Chief
Kenneth McKlem, Special Operations Captain
Olga Fajaros, Sheriff's Finance Manager



BOARD SUMMARY REPORT

Date: July 29, 2020
To: Board of County Commissioners
Through: Tyler S. Brown, Sheriff
From: Nathan Fogg, Emergency Manager
Subject: Waiver per policy for COVID-19 PPE purchase

Direction/Information

Approve waiver per purchasing policy to allow an open purchase order of \$300,000 with Star Industrial Supply to continue to secure reliable and necessary personal protective equipment for county staff, nursing homes, and hospitals in the ongoing response to the COVID19 disaster.

Request and Recommendation

The OEM and Finance departments of the County and Sheriff's Office agree this purchase is reasonably necessary to continue supporting COVID19 response. There are nationwide shortages of PPE including nitrile gloves, gowns, and respirators. OEM has an established history with Star Industrial Supply Branding throughout the pandemic response as the only vendor who has consistently delivered our PPE orders of the required PPE. The FEMA still controls access to much needed supplies based on worldwide PPE shortages. Arapahoe County is benefited by our access to PPE independent of FEMA as we have demonstrated throughout the last several months, to wit, we have secured and distributed nearly double the amount of supplies compared to the FEMA allocations to our community in 2020. Based on this the request is the BOCC authorizing the Chair to sign the attached waiver.

Background

From the Purchasing Division: ACSO/Emergency Management requests a Waiver of Quote to purchase up to \$300,000 of emergency personal protective equipment (PPE) from Star Industrial Supply Branding. Due to threat of infection and spread of COVID-19, the Arapahoe County Office of Emergency Management needs to equip staff, other entities and jurisdictions with PPE immediately. Arapahoe County Office of Emergency Management will be partnering with other first responder entities to fulfill immediate needs. There is a well-known nationwide shortage of PPE because of increased, COVID-19-driven demand, and Star Industrial Supply Branding was the first supplier found in an exhaustive search for these products. We will obtain necessary PPE available from Star Industrial Supply Branding for the duration of the current federal Public Health Emergency related to the COVID-19 pandemic. There are no known conflicts of interest in using this vendor.

Links to Align Arapahoe

Community Safety

Alternatives

We are severely limited, waitlisted, and several other vendors and are not able to proactively protect our community and employees without this PPE.

Fiscal Impact

\$300,000 is requested as on open PO to allow the OEM to order what is needed. CARES Act funding will cover these costs.

Concurrence

The ACG purchasing division reviewed and supports this effort; indeed they have vetted this vendor.

Reviewed By

Tyler Brown, Sheriff

Glenn Thompson, Chief

Olga Fajaros, Sheriff's Finance Manager

ACG Purchasing Division



WAIVER OF PURCHASING POLICIES

WAIVER OF SOLICITATION
 WAIVER OF QUOTE
 SOLE SOURCE
 PROPRIETARY
 SELECT SOURCE
 FOR INFORMATION ONLY

DESCRIPTION OF PROJECT: Emergency Personal Protection Equipment

PRICE: \$300,000

ANNUAL MAINTENANCE: \$

FIXED ASSET Yes No

FIXED ASSET #

COST CENTER # 107040085 G/L # 53240 IO# 990019-COVID-19

JUSTIFICATION: The circumstance listed in 2 C.F.R. 200.320(f) that justifies this noncompetitive procurement is "(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation."

ACSO/Emergency Management requests a Waiver of Quote to purchase up to \$300,000 of emergency personal protective equipment (PPE) from Star Industrial Supply. Due to threat of infection and spread of COVID-19, the Arapahoe County Office of Emergency Management needs to equip staff, other entities and jurisdictions with PPE immediately. Arapahoe County Office of Emergency Management will be partnering with other first responder entities to fulfill immediate needs. There is a well-known nationwide shortage of PPE because of increased, COVID-19-driven demand, and Star Industrial Supply has been reliable in an exhaustive search for these products. Arapahoe County Weatherization has utilized Star Industrial Supply for years for associated purchases. We will obtain necessary PPE available from Star Industrial Supply for the duration of the current federal Public Health Emergency related to the COVID-19 pandemic. There are no known conflicts of interest in using this vendor.

Digitally signed by NATHAN FOGG
DN: cn=NATHAN FOGG, o=Office of Emergency Management, ou=ARAPAHOE COUNTY GOVERNMENT, email=nfogg@arapahoegov.com, c=US
Date: 2020.07.29 16:16:25 -06'00

Requestor Name, Signature & Telephone Number

07/29/2020
Date

Keith A. Ashby, CPPO
Elected Official/Department Head

07/29/2020
Date

Keith A. Ashby, CPPO
Purchasing Manager

07/30/2020
Date

Comments:

Waiver approved, BoCC Reso #180600. Requestor to proceed with PO

Yes No

Requestor to schedule BoCC Drop In & Create Board Summary Report

Yes No

Todd Weaver, Director of Finance (~~not to exceed \$100,000~~)

7/30/20

Date

BOCC, Chair

Date

Requestor to schedule BoCC Consent Agenda & Board Summary Report

Yes No

Resolution # _____

Per BoCC Resolution #180600, Purchasing Manager has authorization for sole approval up to \$100,000 plus exemptions to Policy