



Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
303-738-7915 TTY
303-738-7998 Audio Agenda Line

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Public Meeting
March 22, 2016
9:30 A.M.

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

CALL TO ORDER

Arapahoe County Board of County Commissioners

INTRODUCTION

Ron Carl, County Attorney
Joleen Sanchez, Asst. Clerk to the Board

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION TO THE AGENDA

ADOPTION OF THE AGENDA

APPROVAL OF THE MINUTES

1. BOCC Public Meeting Minutes - March 1, 2016

Documents: [BOCC PUBLIC MEETING MINUTES 03.01.2016.PDF](#)

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.

CONSENT AGENDA

1. 3.7.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents: [3.7.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

2. Amendment to Resolution No. 160138, and Appointment to Fill a Vacancy on the Arapahoe County Water and Wastewater Authority Board

Adoption of a resolution amending Resolution No. 160138, adopted on February 9, 2016 and to appoint Clifford Dodge to fill a vacancy on the Arapahoe County Water and Wastewater Authority Board, with an appointment expiration date of February 12, 2019

Carol Dosmann, Executive Assistant, BoCC Administration

Diana Maes, BoCC Administration Manager

Ron Carl, County Attorney

Documents: [ACWWA-BSR-RESO-CLIFFORD DODGE.PDF](#)

3. Board of Assessment Appeals

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

Ron Carl, County Attorney

Karen Thompsen, Paralegal, County Attorney's Office

Documents: [3 MARCH 22, 2016.DOC](#), [SAMPLE BAA RESOLUTION.DOC](#)

4. Cherry Creek Gardens FDP 2nd Amendment Drainage Easement (Peakview Place Apartments)

Adoption of a resolution authorizing the Board of County Commissioners to accept the conveyance of one drainage easement located within Cherry Creek Gardens (Peakview Place Apartments)

Spencer Smith, PE Engineer III, Public Works & Development

Chuck Haskins, Engineering Services Division Manager, Public Works & Development

David M. Schmit, Director, Public Works & Development

Robert Hill, Senior Assistant County Attorney

Documents: [A15-001_BOCC PACKET.PDF](#)

5. County Veteran Services Office Report - February 2016

Acceptance of the County Veteran Services Office report from February 2016

Tim Westphal, Veterans Services Officer, Community Resources

Linda Haley, Senior Services Division Manager, Community Resources

Don Klemme, Director, Community Resources

Documents: [02-2016 BSR FEBRUARY.PDF](#)

6. Intergovernmental Agreement Colorado Auto Theft Prevention Authority - Metropolitan Auto Theft Task Force (C-MATT)

Adoption of a resolution to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) among the Colorado cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the

Colorado Counties of Adams, Arapahoe and Jefferson; and the State of Colorado to establish a Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force (C-MATT), pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager
Glenn Thompson, Public Safety Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Tiffanie Bleau, Senior Assistant County Attorney

Documents: [BSR - CMATT IGA.DOCX](#), [CMATT IGA SIGNATURE PAGE.DOCX](#), [C-MATT IGA-12-28-2015 - FINAL \(3\).DOCX](#), [RESOLUTION NO.DOCX](#)

7. Renewal of IGA with the City of Littleton for Community Service Case Management

Adoption of a resolution authorizing the renewal of the Intergovernmental Agreement between the County and the City of Littleton, allowing Judicial Services to continue to provide case management for people convicted in the Littleton Municipal Court and who are ordered to perform community service and provided they pay the scheduled fee, pursuant to the terms contained therein

Brad Kamby, Division Manager, Judicial Services
Don Klemme, Director, Community Resources
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents: [BSR - CONSENT ITEM IGA RENEWAL 2016.PDF](#)

GENERAL BUSINESS ITEMS

1. *PUBLIC HEARING - Adoption of 2016 Reappropriations and Designation of Reserves

Consideration of resolutions to reauthorize spending for 2015 budget items that were not expended during 2015 and need to be reappropriated as well as designate the fund amounts to be committed for Board policy reserves

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

Documents: [BSR REAPPROPRIATION PH 03-09-16.DOCX](#), [PROPOSED MOTION_REAPPROPRIATION.DOCX](#)

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 303-738-7915 TTY.

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

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, MARCH 1, 2016**

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

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

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

CALL TO ORDER

Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

Commissioner Sharpe was 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 Jackson to adopt the Agenda as presented.

The motion passed 5-0.

CEREMONIES

Retirement Resolution honoring Yolanda Polak for 17 Years of Very Dedicated Service to the Arapahoe County Human Services Office.

Commissioner Jackson read the retirement resolution into the record.

The motion was made by Commissioner Jackson and duly seconded by Commissioner Bockenfeld to adopt the Retirement Resolution Honoring Yolanda Polak for 17 years of dedicated service to the Arapahoe County Human Services Office.

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

Retirement Resolution honoring Charline Springli for 26 Years of Very Dedicated Service to the Arapahoe County Human Services Office.

Commissioner Jackson read the retirement resolution into the record.

The motion was made by Commissioner Jackson and duly seconded by Commissioner Holen to adopt the Retirement Resolution Honoring Charline Springli for 26 years of dedicated service to the Arapahoe County Human Services Office.

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

ADOPTION OF THE MINUTES

The motion was made by Commissioner Holen and duly seconded by Commissioner Jackson to adopt the minutes of the January 26, 2016 public meeting as presented and the minutes of the February 2, 2016 public meeting as presented.

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

CITIZEN COMMENT PERIOD

There were no citizen comments on this date.

CONSENT AGENDA

The motion was made by Commissioner Jackson and duly seconded by Commissioner Holen to approve the items on the Consent Agenda as presented.

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

GENERAL BUSINESS ITEMS

Item 1 – Resolution Nos. 160178-160202 - PUBLIC HEARING - Adoption of 4th Quarter Supplemental Appropriation Resolutions

Deputy County Attorney John Christofferson established jurisdiction for the Board to consider these resolutions.

Leanna Quint reviewed the supplemental requests recommended by the Executive Budget Committee.

The public comment period was opened.

There were no public comments.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Holen to adopt the twenty-five (25) supplemental appropriation requests to the 2015 and 2016 Budget that were presented to the Board at the 4th Quarter Budget Review study session on February 16, 2016 and brought forward for today's public hearing for formal adoption.

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

Item 2 – Resolution No. 160203 - PUBLIC HEARING - 2016 CDBG Annual Action Plan Public Hearing

Senior Assistant County Attorney Tiffanie Bleau established jurisdiction.

Linda Haley presented the request to approve the proposed Community Development Block Grant projects and to authorize submittal of the 2016 one-year action plan to the US Department of Housing and Urban Development.

The public comment period was opened.

There were no public comments.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Jackson to approve the 2016 One-Year Action Plan, including the proposed Community Development Block Grant projects, and to authorize submittal of the 2016 One-Year Action Plan to the U.S. Department of Housing and Urban Development.

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

Commissioner Jackson commented that these funds are important safety net funds for projects that are very much needed by the community and she thanked staff for their work.

Item 3 – Resolution No. 160204 - PUBLIC HEARING - KOA Kampground Rezone - Case No. Z15-005

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

Sherman Feher, Senior Planner, presented the request for a zoning change.

Commissioner Jackson asked if staff has determined how often the property floods.

Chuck Haskins, Engineer, said early in the 20th century there was severe flooding; statistically there is a flood every 100 years.

Mr. Feher said staff recommends approval based on findings contained in the staff report.

Scott Jacobson, applicant, explained the basis of his request.

There was discussion regarding how many people use the site on a daily basis. Mr. Jacobson confirmed that guests have 5th wheel trailers and motor homes that can be moved quickly.

The public hearing was opened.

There were no public comments.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Jackson in the case of Z15-005, KOA Kampground Rezone, that the Board has read the staff report and received testimony at the public hearing. The Board finds itself in agreement with the Planning Commission and staff findings 1 through 4 including all plans and attachments as set forth in the staff report dated January 28, 2016, and approves this case subject to the following conditions:

1. The applicant makes any minor modifications to plans, as requested by the Public Works and Development Department.
2. The applicant agrees to address all Division of Engineering comments and concerns as identified within the attached report.
3. In the "O" zoned district, all storage must be accessory to the campground use.

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

Item 4 – Resolution No. 160205 - PUBLIC HEARING - Denver Jewish Senior Living Preliminary Development Plan

Mr. Hill established jurisdiction.

Molly Orkild-Larson, Senior Planner, presented the request for approval of the Preliminary Development Plan (PDP).

Commissioner Jackson asked for clarification on the building height.

Ms. Orkild-Larson explained the current proposed height is 42 feet.

Commissioner Doty asked what the issue is related to signage.

Orkild-Larson said there is no controversy regarding signage.

Jonathan Griffis, representing the applicant, presented a PowerPoint presentation and detailed the site location, parking, and building height.

Nathan Roseman, explained the height designation, which includes mechanical equipment on top of the roof.

Commissioner Holen thanked the developer for the collaboration between the applicant and the residents.

Commissioner Doty asked if the 102 units would be for individuals or couples.

Mr. Griffis said most of the units would be for individuals. There would be 56 parking spaces would be enough for employees, visitors and deliveries.

The public comment period was opened.

Lisa Cohn – Supports

Joe Schweid – Supports

Mark Cooper – Supports

Rich Laws – Supports with a 38-foot building height.

Randy Brunswick - Supports

Mark Lampert representing the Four Square Mile Area – Supports

David Foster – Supports

Avi Genzal – Supports

The public comment period was closed.

Mr. Roseman explained the need to have the mechanical equipment on the center of the roof.

In the case of Z15-003, Denver Jewish Senior Living Preliminary Development Plan, the motion was made by Commissioner Jackson, duly seconded by Commissioner Bockenfeld that the Board of County Commissioners has read the staff report and received testimony at the public and finds itself in agreement with staff findings 1 through 3, including all plans and attachments as set forth in the staff report dated February 17, 2016, and approve this application, subject to the following conditions:

- a. Prior to signature of the final mylar copy of the Preliminary Development Plan, the applicant agrees to address the Planning Division, Mapping Division, and Engineering Services Division comments and concerns, as outlined in their plans and reports.
- b. The applicant is required to provide a minimum of 56 parking spaces (minimum 28 parking spaces on-site) which can be satisfied in part by an agreement with the Denver Jewish Day School for the additional parking spaces needed. This agreement shall be recorded with the Arapahoe County Office of the Clerk and Records prior to Arapahoe County signing the Final Development Plan. This agreement shall be binding in perpetuity to the parcels not the property owners (*condition revised by the PC*). 1-22-40

- c. At the time of the Final Development Plan, the applicant shall address the potential presence of flammable gas (methane) to the satisfaction of the Tri-County Health Department.
- d. Install signage that directs the public to the parking on the Denver Jewish Day School property.
- e. The proposed building to have a maximum height restriction (42 feet) which would include rooftop mechanical and that the top of the parapet of the building restricted to 38 feet.

Commissioner Jackson said she is excited to have a senior facility, which would provide needed services.

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

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 10:58 A.M.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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

REPORT FOR 03/01/2016 TO 03/07/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	2,981,455.43
11 Social Services	622,213.58
14 Law Enforcement Authority Dist	51,828.83
15 Arapahoe / Douglas Works!	174,785.80
16 Road and Bridge	114,698.00
20 Sheriff's Commissary	51,394.35
21 Community Development	8,481.74
25 Developmental Disability	137,184.58
26 Grants	46,672.40
28 Open Space Sales Tax	14,708.39
29 Homeland Security - North Cent	8,057.46
33 Building Maintenance Fund	51,104.11
34 Fair Fund	840.00
41 Capital Expenditure	7,040.00
42 Infrastructure	59,668.21
43 Arapahoe County Recreation Dis	4,512.48
70 Central Services	33,554.79
71 Self-Insurance Liability	2,172.06
72 Employee Flexible Benefit	1,808.50
73 Self-Insurance Workers Comp	9,063.39
74 Self-Insurance Dental	3,164.15
84 E-911 Authority	23,493.65
91 Treasurer	6,719,954.83
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TOTAL	11,127,856.73

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

4A ELECTRIC LLC	Services And Other	762.50
A2M4SEEN LLP	Supplies	4,179.97
ADAMSON POLICE PRODUCTS	Supplies	4,572.84
ADVANCED COVERT TECHNOLOGY INC	MISC.	16,045.00
ADVANCED EXTERIORS	MISC.	290.60
ALAN S HUMES	Supplies	200.00
ALLIED SECURITY HOLDINGS LLC	Services And Other	32,929.74
ALSCO	Supplies	745.91
ANDREW CORNELL	Services And Other	68.42
APRIL RICHARDSON	MISC.	15.00
ARAMARK CHICAGO LOCKBOX	Services And Other	2,866.00
ARAMARK CHICAGO LOCKBOX	Supplies	28,069.41
ARAPAHOE COUNTY SHERIFFS OFFICE	Supplies	16.00
ARAPAHOE/DOUGLAS	Services And Other	865.43
ARBITRAGE COMPLIANCE	Services And Other	500.00
ARTEM ZISLIS	MISC.	12.00
ASIAN PACIFIC DEVELOPMENT CENTER	Services And Other	75.00
AT&T MOBILITY II LLC	Services And Other	456.56
BATTERY SYSTEMS INC	Supplies	88.37
BC SERVICES INC	MISC.	30.00
BEACON RESTORATION	MISC.	234.60
BETTY MANNAN	MISC.	36.00
BOBCAT OF THE ROCKIES LLC	Services And Other	546.95
BRIAN MATZ	MISC.	15.00



BOARD SUMMARY REPORT

Date: March 22, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Amend Resolution No. 160138 adopted on February 9, 2016 and appoint Clifford Dodge to fill a vacancy on the ACWWA Board, which appointment will expire February 12, 2019.

Purpose and Recommendation

Amend Resolution No. 160138 adopted on February 9, 2016 and appoint Clifford Dodge to fill a Vacancy on the ACWWA Board, which appointment will expire February 12, 2019.

Background

The Authority is a political subdivision formed in 1988 pursuant to an intergovernmental agreement between Arapahoe County and Arapahoe Water and Sanitation District. The Authority encompasses approximately 5,200 acres and provides water and wastewater services. Revenues are primarily user rate based. Committee members are paid \$100 per meeting until the annual maximum of \$1,600 is reached.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160

It was moved by Commissioner _____ and duly seconded by Commissioner _____ to amend Resolution No. 160138 adopted on February 9, 2016 and hereby appoint Clifford Dodge to serve on the Arapahoe County Water and Wastewater Authority Board to fill one of the existing vacancies, which term will expire February 12, 2019. Said appointee shall serve at the pleasure of the Board of County Commissioners and said appointees may be removed at any time by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 22, 2016
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 number has been stipulated to for the tax year indicated below.

Tax Year	Docket #	Property Owner	Property Address	Reason	Original Value	Stipulated Value
2015/ 2016	66077	8000 Southpark LLC	8000 Southpark Way	1.	\$8,429,942	\$4,550,000
2015/ 2016	66259	Quentin Street Partners, LP	6982 South Quentin Street	2.	\$3,355,000	\$3,200,000
2015/ 2016	66266	Tuo-Green Village I LLC	6800 South Dallas Court	3.	\$6,127,000	\$3,938,606
2015/ 2016	66270	Weingarten Miller Sheridan, LLC	3696 South Natches Court	4.	\$2,009,000	\$2,000,000
2015/ 2016	66272	Tuo-Greenwood Village LLC	6800 South Dallas Way	3.	\$6,340,000	\$4,075,357
2015/ 2016	66276	United Machining, Inc	4541 South Navajo Street	2.	\$2,138,000	\$2,050,000
2015/ 2016	66277	Centennial Professional Center	7009 South Potomac Street	2.	\$2,578,000	\$2,335,000
2015/ 2016	66506	Steve Losher	6172 South Jericho Way	5.	\$373,500	\$329,740

2015/ 2016	66515	Rhonda W. Buder	22 Carriage Land	6.	\$3,180,371	\$2,737,900
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Reasons

1. Income, comparable sales and history of vacancy indicates that an adjustment to this value is correct. The stipulation was based on a base period sale for \$4,550,000, with 337 days of market exposure. The building was vacant at the time of sale and remains vacant. The property is being converted to self-storage units. After leasing begins, I anticipate that the Assessor will be able to raise the value based on existing leases.
2. Income approach indicates adjustment to this value is correct.
3. Comparable market sales and income approach indicate that adjustment to this value is correct. These two parcels were mistakenly given values for retail along a major arterial. They are in fact light industrial flex buildings and review of the rents in place at the date of value, the error was corrected. Further, notes were made in our CAMA system to ensure this is not repeated during the next revaluation.
4. Income approach and rounding down from 2015 value of \$2,009,000 indicate that this value is correct.
5. Comparable market sales indicate that an adjustment to this value is correct.
6. Comparable market sales and lowering of subject quality grade indicate that adjustment to this value is correct.

Alternatives

Let protest 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 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. 150XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Cases (Docket Numbers), for the tax years listed below:

Docket #	Property Owner	Tax Year
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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 Stipulations. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulations.

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 9, 2016

To: Arapahoe County Board of County Commissioners

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

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

Case name: Cherry Creek Gardens FDP 2nd Amendment (Peakview Place Apartments)

Subject: Acceptance of One (1) Drainage Easement

Request and Recommendation:

The purpose of this report is to request the Board accept conveyance of one drainage easement located within Cherry Creek Gardens (Peakview Place Apartments).

Staff has reviewed the drainage easement and has determined that it meets the County's requirements. Staff recommends that the drainage easement granted by CA Peakview Owner LLC, be accepted by the Board.

Background:

An FDP Amendment has been approved by Arapahoe County for Cherry Creek Gardens (Peakview Place Apartments). Because the site was developed prior to current County water quality criteria, there was no existing water quality pond/treatment on site. A water quality swale was required with the FDP 2nd Amendment to provide water quality treatment of additional stormwater runoff generated by the new leasing center. The runoff will be treated by the water quality swale before being released to the Goldsmith Gulch drainageway, adjacent to the property.

Acceptance of this proposed drainage easement will allow for access to the swale for repairs, maintenance, etc. in the future, if the Owner does not fulfill their maintenance obligations per the Operations and Maintenance manual for the project.

Links to Align Arapahoe

Allows for treatment of additional stormwater runoff due to development of a new leasing facility on the project site, within a water quality swale.

Alternatives

N/A

Fiscal Impact

There is no fiscal impact related to this request.

Concurrence

The drainage easement agreement was reviewed by the County Attorney's Office and the legal description and exhibit were reviewed by Mapping.

Actions Requested:

1. Acceptance of one (1) drainage easement

Chuck Haskins, PE, Division Manager Engineering Services Division

Robert Hill, Assistant County Attorney
Attorney's Office

David M. Schmit, Director
Public Works and Development

Attachments: Drainage Easement Legal Description, Exhibit 'A' and Exhibit 'B'
Resolution for Acceptance of Drainage Easement

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

This Easement Deed and Revocable Storm Drainage License Agreement is made this 19th day of FEBRUARY, 2016, between CA Peakview Owner LLC, a Delaware limited liability company

whose legal address is 3990 Ruffin Road, Suite 100, San Diego, California 92123

for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166, (the "County").

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

WATER QUALITY SWALE

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: pavement, outfalls, erosion control structures, pipes; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the Stormwater Facility Maintenance Agreement dated FEBRUARY 19, 2016 recorded at **Reception No. D6019055**, incorporated herein by this reference. The County's right to enter and perform work on the Easement Property shall be subject to the terms and conditions of such Stormwater Facility Maintenance Agreement.

County hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved quantities and flows of clean stormwater into County's storm drainage collector facility Goldsmith Gulch located adjacent to the right of way for E. Peakview Ave. , Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the instrument recorded at Reception No. (blank for now), incorporated herein by this reference.

The parties intend that the terms of this License Agreement be interpreted in accordance with the requirements of the subdivision improvement agreement ("SIA") and the Plan, if any. In the event of irreconcilable conflict between or among the terms of this License Agreement or the terms of the SIA or the Plan, the terms of this License Agreement shall control.

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

This License Agreement may be assigned, in whole, by the County to a district which acquires the storm drainage collector facility Goldsmith Gulch, provided that such district assumes the County's obligations hereunder. Upon such assignment and assumption the County shall be released from all obligations and liabilities that run with this License Agreement arising from and after the effective date of such assignment and assumption.

Owner:

CA Peakview Owner LLC
A Delaware limited liability company

By: ConAm Multifamily Acquisition Fund LLC,
A Delaware limited liability company
Sole Member

By: ConAm Fund MM LLC,
A Delaware limited liability company
Managing Member

By: ConAm Properties LLC,
A Delaware limited liability company
Sole Member

By: DJE Financial Corp.,
A California corporation
Managing Member

by Robert J. Swater V.P.
NAME TITLE

County of _____)
State of Colorado) s.s.

This instrument was acknowledged before me this _____ day of _____, 20__, by _____ as
_____ of _____, an authorized representative of the Owner.

My commission expires: _____. Witness my hand and official seal.

Signature

Name of notary

Address of notary

See Attached

ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners of Arapahoe County

David M. Schmit

David M. Schmit, P.E., Director, Public Works and Development

Authorization pursuant to Resolution No. ~~[SPECIFY RESO# FROM BOCC HEARING for EASEMENT(S)]~~

150211

pm

EXHIBIT A

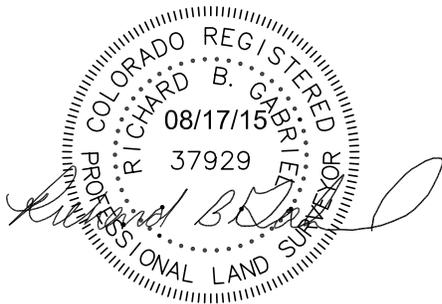
A STRIP OF LAND BEING A PORTION OF CHERRY CREEK GARDENS CONDOMINIUMS, IN ACCORDANCE WITH THE DECLARATION RECORDED ON APRIL 10, 1980, IN BOOK 3200 AT PAGE 38 AND THE CONDOMINIUM MAP RECORDED IN CONDOMINIUM BOOK 44 AT PAGES 46-48, LOCATED IN THE SE1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF SAID CHERRY CREEK GARDENS SAID LINE BEING MONUMENTED AT EACH END BY FOUND YELLOW PLASTIC CAPS STAMPED P.L.S. # 9010, SAID LINE BEARING NORTH 07°15'52" WEST, A DISTANCE OF 496.67 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID CHERRY CREEK GARDENS, A FOUND YELLOW PLASTIC CAP STAMPED P.L.S. #9010, SAID POINT BEING THE INTERSECTION OF THE WESTERLY LINE OF SAID CHERRY CREEK GARDENS AND THE NORTHERLY RIGHT-OF-WAY LINE OF EAST PEAKVIEW AVENUE; THENCE DEPARTING SAID NORTHERLY LINE NORTH 07°15'52" WEST ON SAID WESTERLY LINE A DISTANCE OF 192.87 FEET; THENCE DEPARTING SAID WESTERLY LINE NORTH 82°44'08" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY LINE OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT AS SHOWN ON SAID CHERRY CREEK GARDENS CONDOMINIUMS, AND THE POINT OF BEGINNING;

THENCE NORTH 07°15'52" WEST ON SAID EASTERLY LINE, PARALLEL WITH AND 20 FEET EAST OF SAID WESTERLY LINE OF CHERRY CREEK GARDENS A DISTANCE OF 11.21 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 85°38'28" EAST A DISTANCE OF 37.41 FEET; THENCE NORTH 79°03'45" EAST A DISTANCE OF 15.93 FEET; THENCE SOUTH 89°59'16" EAST A DISTANCE OF 17.61 FEET; THENCE SOUTH 00°07'12" WEST A DISTANCE OF 17.00 FEET; THENCE NORTH 89°59'16" WEST A DISTANCE OF 69.10 FEET TO THE POINT OF BEGINNING.

CONTAINING ±1,002 SQUARE FEET OR ±0.023 ACRES MORE OR LESS.



RICHARD BRUCE GABRIEL
COLORADO P.L.S. 37929



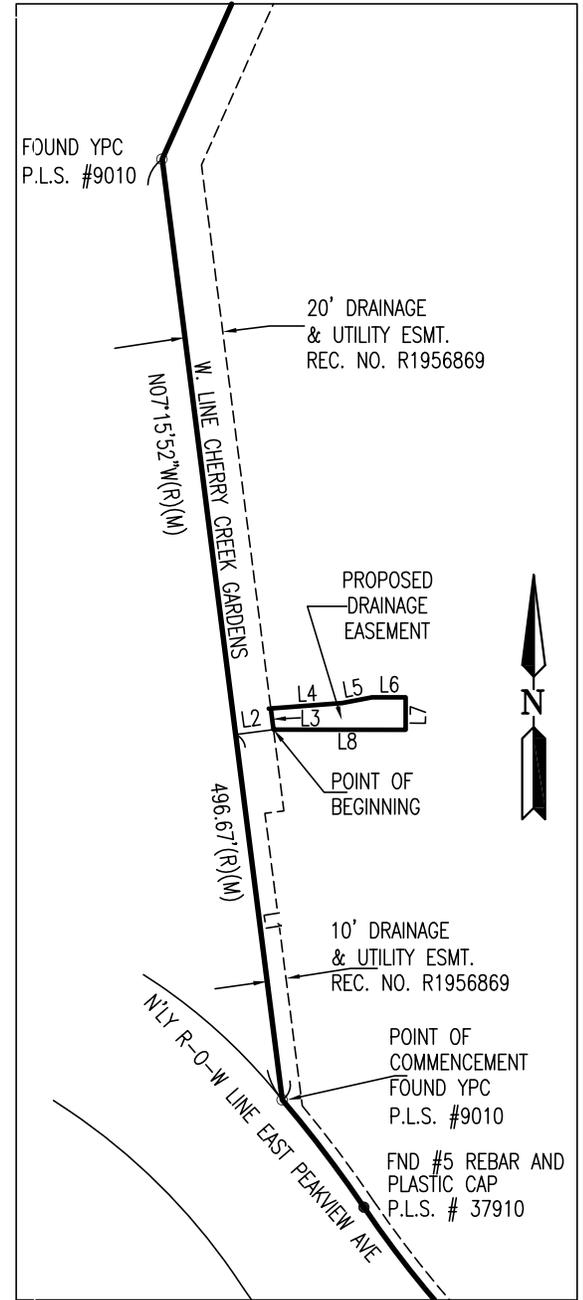
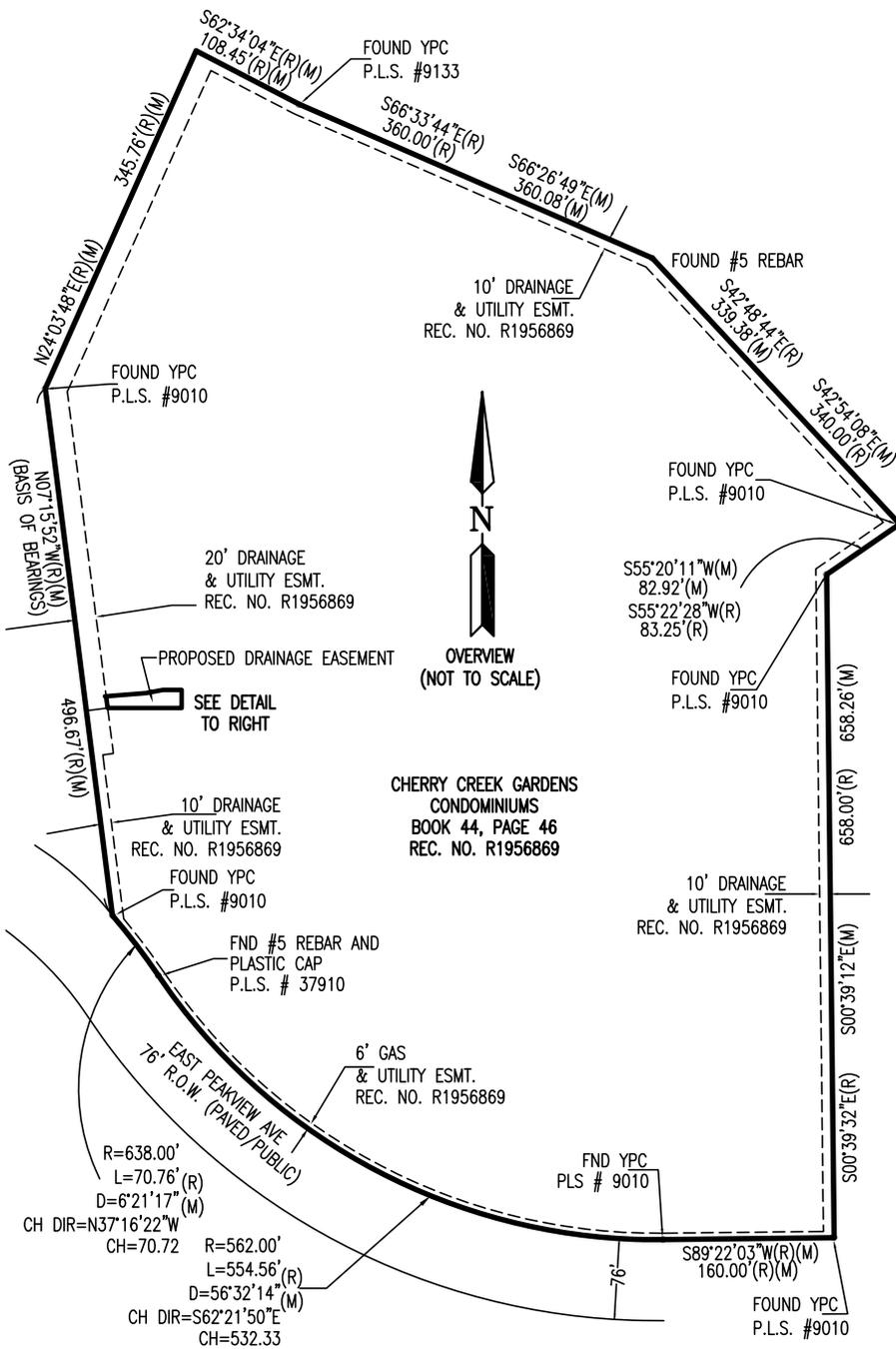
150 W. 84TH AVENUE
THORNTON, COLORADO 80260

PH. 303-702-1617
FAX. 303-702-1488
WWW.POWERSURVEYING.COM

DRAWING BY: DY DATE: 08/04/15
PROJECT NO. 501-15-038C

EXHIBIT A

DETAIL
SCALE 1' = 100'



SCALE: 1" = 100



LEGEND

YPC: YELLOW PLASTIC CAP
(R): PER RECORD
(M): AS MEASURED

LINE TABLE

L1	- N 07°15'52" W	192.87'
L2	- N 82°44'08" E	20.00'
L3	- N 07°15'52" W	11.21'
L4	- N 85°38'28" E	37.41'
L5	- N 79°03'45" E	15.93'
L6	- S 89°59'16" E	17.61'
L7	- S 00°07'12" W	17.00'
L8	- N 89°59'16" W	69.10'



150 W. 84TH AVENUE
THORNTON, COLORADO 80260

PH. 303-702-1617
FAX. 303-702-1488
WWW.POWERSURVEYING.COM

DRAWING BY: DY DATE: 08/04/15
PROJECT NO. 501-15-038C

EXHIBIT B

EASEMENT PROPERTY IS LOCATED OVER A PORTION OF THE FOLLOWING PROPERTY:

CHERRY CREEK GARDENS CONDOMINIUMS, IN ACCORDANCE WITH THE DECLARATION RECORDED ON APRIL 10, 1980, IN BOOK 3200 AT PAGE 38 AND THE CONDOMINIUM MAP RECORDED IN CONDOMINIUM BOOK 44 AT PAGES 46-48, BOTH IN THE ARAPAHOE COUNTY RECORDS;

TOGETHER WITH ANY AND ALL COMMON ELEMENTS APPURTENANT TO ALL OF THE AFORESAID CONDOMINIUM UNITS,

COUNTY OF ARAPAHOE,
STATE OF COLORADO.

THE ABOVE DESCRIPTION DESCRIBES THE SAME PROPERTY AS IN SCHEDULE A OF COMMONWEALTH LAND TITLE COMPANY'S COMMITMENT NO. 451-H0417018-036-CN3 AMENDMENT NO. 1, EFFECTIVE DATE: DECEMBER 19, 2014 AT 7:00 A.M..

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN Diego)
On 3/4/2016 before me, Stephanie Benedict Smith,
Date Here Insert Name and Title of the Officer
personally appeared Robert J. Svatos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Stephanie B. Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Uniform Easement Deed Document Date: 2/19/2016
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert J. Svatos
 Corporate Officer — Title(s): V.P.
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept the Uniform Easement Deed and Revocable Storm Drainage License Agreement for drainage easement dedication, dated February 19th, 2016, upon the recommendation of the County's Project Engineer and the Director of the Public Works and Development, granted by CA Peakview Owner LLC, granting an interest in the following real property:

LEGAL DESCRIPTION:

A STRIP OF LAND BEING A PORTION OF CHERRY CREEK GARDENS CONDOMINIUMS, IN ACCORDANCE WITH THE DECLARATION RECORDED ON APRIL 10, 1980, IN BOOK 3200 AT PAGE 38 AND THE CONDOMINIUM MAP RECORDED IN CONDOMINIUM BOOK 44 AT PAGES 46-48, LOCATED IN THE SE1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE WEST LINE OF SAID CHERRY CREEK GARDENS SAID LINE BEING MONUMENTED AT EACH END BY FOUND YELLOW PLASTIC CAPS STAMPED P.L.S. # 9010, SAID LINE BEARING NORTH 07°15'52" WEST, A DISTANCE OF 496.67 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

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CONTAINING ±1,002 SQUARE FEET OR ±0.023 ACRES MORE OR LESS.

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

VOTE

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: 03/03/2016
To: Board of County Commissioners
Through: Don Klemme, Community Resources Department Director
From: T.J. Westphal, County Veterans Service Officer
Subject: Veterans Service Officer Summary Report

Direction/Information:

The purpose of this report is to communicate the services provided to Veteran's and their families by the Arapahoe County Veterans Service Officer during the month of February, 2016.

Background

The Colorado Department of Veterans Services requires assistance to Veterans and their families in compliance with Sections 28-5-801 et seq., Colorado Revised Statutes, in receiving their benefits such as, but not limited to:

Burials:

- Provide veterans within Arapahoe County the information regarding their burial allowance
- Advise and assist family members of veterans collection of death pension

Health Services:

- Assist veterans in processing claims for medical benefits
- Assist and coordinate with veterans' Medicaid cases

Claims:

- Prepare, present and appeal claims for VA benefits on behalf of Arapahoe County veterans and their dependents

Links to Align Arapahoe

The services provided to veterans through our Veterans Services Office link to the Align Arapahoe Initiatives of Quality of Life and Service First. By connecting veterans to the resources available for them and assisting them with claims which may increase their available income, quality of life is improved. Service First is met through the timely and professional delivery of services to all veterans and family members who work with the Veterans Service Office.

Discussion

Arapahoe County Veterans Services provides full-time assistance to veterans and their families as required by state statutes.

Alternatives

This document is a state form required by the State of Colorado to be submitted monthly as application for monetary benefits payable to the County General Fund in accordance with Section 28-5-707 Colorado Revised Statutes.

Fiscal Impact

The County receives \$16,632 annually for the services provided to veterans in Arapahoe County. There is also a positive fiscal impact to individual veterans through successful claims recoveries.

Concurrence

This report was presented to Donald A. Klemme, Community Resources Department Director, who recommends approval and signature by the Board of County Commissioners.

Attorney Comments

If appropriate, include this section.

Reviewed By:

Although physical signatures are not required, the BSR must still be reviewed by all necessary departments prior to submitting. You **MUST** provide sufficient time for finance and county attorneys to review your document prior to being submitted. The names of the individuals that have approved must be listed below.

T.J. Westphal, County Veterans Service Officer
Linda Haley, Senior Resources Division Manager
Don Klemme, Community Resources Department Director



Veteran Services

Arapahoe County Veterans Service Office February, 2016 - Summary Report

For the month of February, 2016:

- The County Veterans Service Office prepared, presented and appealed claims for federal benefits to the Department of Veterans Affairs. The office also administered the Veterans Trust Fund for emergency financial assistance. Staff conducted all daily operations to include meeting with veterans and/or their dependents, conducting community outreach, processing legal correspondence and fielding calls related to claims, referrals and general inquiries.
- John Rossie gave **16 hours** of volunteer service to the County Veterans Service Office.
- Goals and Objectives:
 - Total phone calls processed: **718**
 - Specific to current claim action/status: **85**
 - Appointments, referrals, general inquiries: **333**
 - Scheduled/walk-in appointments/home visits: **73**
 - Claims for federal benefits filed to the VA: **43**
 - Other applications and claim correspondence: **93**
 - Requests for military records and corrections: **2**
 - Veterans Trust Fund requests granted: **2**
 - New favorable award notifications received: **26**
 - 2016 Favorable decisions to date: **34**
 - 2016 VA claim award recoveries to date: **\$564,092.21**
- Training, Outreach and Community Events:
 - 02/03/16 – Community: Aurora Veterans Forum Monthly Meeting
 - 02/09/16 – Community: UVC Monthly Meeting
 - 02/18/16 – Training: Metro Denver CVSO Resource Presentation (TEDP)

Respectfully Submitted,

T.J. Westphal
County Veterans Service Officer
Arapahoe County, Colorado



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of **ARAPAHOE** Month of **FEBRUARY 2016**

General Information		Request for Medical Records	
Telephone Calls	718	21-4142 & 21-4142a	2
Office Visits	71	Military Records/Corrections	
Home Visits	2	SF180	0
Outreach Visits	0	DD149	0
Community Events	3	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	25	NSC Pension	
Correspondence Written	95	21-527EZ	6
Info/Referral/Inquiries	359	21-8416	0
VCAA Notice	14	Widows Pension	
State Benefits	0	21-534EZ	2
Income Verifications	3	21-8416	1
New Claims Initiated		DIC	
21-22 CVA	34	21-5234EZ	1
21-22 others	0	Waivers/Compromise	
SC Entitlement		21-4138	1
21-526EZ New	27	21-5655	1
21-0966 Informal	6	Appeals	
21-526EZ New Issue	0	21-0985 NOD	6
21-526EZ Reopen	0	VA Form 9	0
21-526EZ Increase	0	VA Home Loan	
21-526EZ Secondary	0	26-1800	0

21-526EZ Reinstare	0	Homeless Veterans Claims	
21-526EZ IU	0	Service Connection	1
21-8940 IU	0	NSC Pension	2
21-4192 IU Employer	0	Incarcerated Veterans	
21-4138 SMC	0	21-526EZ Reinstatement	0
21-686c Dependency	12	21-4138 Apportionment	0
21-674 School Attendance	0	Insurance Claims	
VA Healthcare		29-357	0
10-10EZ	6	29-4364	0
10-10EZR	1	29-336 Beneficiary	0
10-10D CHAMPVA-DEP	0	29-4125 Lump Sum	0
10-7979A CHAMPVA	0	VTF Requests	
10-7959C CHAMPVA INS	0	Rental Assistance	1
VOC REHAB		Utilities Assistance	0
28-1900 CH31	0	Prescription Assistance	0
MISC CLAIMS		Food Assistance	1
21-8678 Clothing Allow	0	Transportation Assistance	0
21-4502 Adaptive Equip.	0	Clothing Assistance	0
26-4555 Housing	0	Other	0
10-0103 HISA Grant	0		
CRSC	0		
Burial Allowance			
21P-530	1		
40-1330	0		
21-2008	0		
26-1817	0		

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of _____, 20__ from _____ county.

Salary	\$ _____
Expenses	\$ _____
Office Space	\$ _____
Telephone	\$ _____
Office Supplies	\$ _____
Travel	\$ _____
Training Conference	\$ _____
Other	\$ _____
 TOTAL	 \$ _____



Signature of County Veterans Service Officer

3/3/2016

Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 9-11-2015:

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month.

Mail to:
Colorado Division of Veterans Affairs
Attention: Deputy Director
1355 South Colorado Blvd.
Building C, Suite 113
Denver, Colorado 80222



Board Summary Report

Date: March 2, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

Request and Recommendation

The Arapahoe County Sheriff’s Office (ACSO) requests the Board of County Commissioners to authorize the ACSO the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) among the Colorado cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and the State of Colorado to establish a Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force (C-MATT).

Background

The Colorado Automobile Theft Prevention Authority (“CATPA”) has in the past funded several auto theft task forces in the State of Colorado and the Denver Metropolitan Area. ACSO previously participated in the East Metro Auto Theft Team or “EMATT”. Beginning with the 2016 grant period, CATPA indicated grant funding was only going to be available for a single auto theft task force in the Denver Metropolitan Area. Ongoing efforts to merge the two previous Denver Metropolitan Area task forces, EMATT and the Metro Auto Theft Team (MATT), have resulted in forming C-MATT.

Links to Align Arapahoe

Participation on C-MATT is consistent with the County goals of Service First, Quality of Life – Community Safety. Combining the resources and personnel from the Task Force agencies in the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses is an effective way to enhance community safety.

Discussion

ACSO has assigned one (1) investigator FTE to EMATT which is 80% grant funded by CATPA. By entering into the C-MATT IGA, the same investigator would be assigned and CATPA will continue to provide 80% funding for that FTE. In essence, the changes which are occurring are only related to task force structure. EMATT and MATT will cease to exist and have been merged into one task force – CMATT.

Alternatives

The alternative would be not to enter into this IGA and not to accept the related grant funding. This would result in the loss of funding for .8 FTE and return all efforts to identify, investigate and prosecute

perpetrators of motor vehicle theft and related crimes back on ACSO with the reduction in staff and loss of the task force resources.

Fiscal Impact

There is no additional fiscal impact as the grant funding remains the same as it was under the EMATT agreement. The Sheriff's Office will continue to pay the remaining 20% for the FTE out of the exiting operating budget.

Concurrence

The Sheriff's Office and the other C-MATT participating agencies are in support of this IGA.

Attorney Comments

The IGA has been reviewed and approved by the County Attorney's Office.

Reviewed By:

- Olga Fujaros, Budget & Logistics Manager
- Glenn Thompson, Public Safety Bureau Chief
- Louie Perea, Undersheriff
- David C. Walcher, Sheriff
- Erin L. Powers, Assistant County Attorney

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

**BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO**

By: _____

Printed Name:

Title:

ATTEST:

Clerk of the Board

AN INTERGOVERNMENTAL AGREEMENT AMONG THE COLORADO CITIES OF AURORA, ENGLEWOOD, LAKEWOOD AND WHEAT RIDGE; THE CITY AND COUNTY OF DENVER; THE OFFICES OF THE DISTRICT ATTORNEYS FOR THE FIRST AND SECOND JUDICIAL DISTRICTS OF COLORADO; THE COLORADO COUNTIES OF ADAMS, ARAPAHOE AND JEFFERSON; AND THE STATE OF COLORADO TO ESTABLISH A COLORADO AUTO THEFT PREVENTION AUTHORITY-METROPOLITAN AUTO THEFT TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date"), by and among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge, the City and County of Denver ("Denver"), the District Attorney Offices for the First Judicial District and Second Judicial District of Colorado, the Colorado Counties of Adams, Arapahoe and Jefferson on behalf of their Sheriff's Departments (the "Counties"), and the State of Colorado on behalf of the Colorado State Patrol (each, a "Party;" collectively, the "Parties").

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, Colorado Revised Statutes ("C.R.S."), encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Parties are each authorized to lawfully provide, establish, maintain and operate law enforcement and other emergency services;

WHEREAS, contiguous boundaries between and among the Parties often result in more than one law enforcement agency becoming involved in the investigation of criminal activities;

WHEREAS, the ability of a Party to respond to criminal activities may be limited by the Party's personnel and equipment;

WHEREAS, it is in the best interest of the Parties to maintain uniform equipment, training, policies, procedures and personnel standards pertaining to the investigation of auto theft, fencing of stolen property, operation of chop shops and related offenses so that each may have the service of the other Parties to assist in the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles and associated criminal activities.

WHEREAS, the Colorado Automobile Theft Prevention Authority ("CATPA") has offered to provide funding for a single auto theft task force for the Denver Metropolitan Area;

WHEREAS, the Parties wish to cooperate in the creation and implementation of a CATPA-Metropolitan Auto Theft Task Force ("C-MATT") for the identification, investigation and prosecution of individuals and groups involved in the theft of motor vehicles, the fencing of stolen property, the operation of chop shops and other associated criminal activities;

WHEREAS, the Parties may, in the future, wish to allow other governmental agencies or entities to join as parties to this Agreement and to allow those other agencies or entities to join C-MATT under the terms and conditions set forth herein or as otherwise agreed upon; and

WHEREAS, the establishment of C-MATT serves a public purpose and will promote the safety, security and general welfare of the inhabitants of the Denver Metropolitan Area.

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions will apply:

Agency of Record shall be the Party that provides the C-MATT Commander and all accounting, financial planning and payment services on behalf of C-MATT, the duties and responsibilities of which are more particularly set forth in Section 8 herein.

Criminal Justice Record(s) has the same meaning as “criminal justice records” as defined in C.R.S. § 24-72-302(4), as may from time to time be amended.

Grant means the funds awarded by CATPA to establish and operate C-MATT and includes the governing documents therefor.

Net Forfeitures means the money available after deducting all applicable expenses associated with the operation of C-MATT, including the division of seized assets with agencies not a Party.

Public Record has the same meaning as defined in the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, as may from time to time be amended.

2.0 INTENT

2.1 It is the intention of the Parties to facilitate cooperation among themselves in the identification, investigation and prosecution of individuals and groups in the Denver Metropolitan Area involved in: (i) auto theft; (ii) the fencing of stolen property; (iii) the operation of chop shops; and (iv) other, associated criminal activities, but not to establish a separate legal entity to do so.

2.2 Except as expressly set forth herein, this Agreement shall not authorize any Party to act on behalf of any other Party for any purpose whatsoever.

2.3 This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal: the joint development and operation of C-MATT.

3.0 PERSONNEL

3.1 Commitment of Personnel. Each Party agrees, subject to the limitations herein set forth, to aid and assist the other Parties by causing and permitting its law enforcement personnel and equipment to be used in conducting overt and covert investigations in the jurisdiction of any of the others in events such as the theft of motor vehicles, fencing of stolen property, operation of chop shops and other related offenses or other exceptional instances when covert investigation procedures are needed in the jurisdiction served by one Party which are in the common interest of the law enforcement agency of each Party. It is understood and agreed that each Party shall maintain a level of personnel and equipment necessary to meet its obligations under this Agreement.

- 3.2 Responsibility for Salary and Benefits of Personnel. Employees of Parties who are assigned to C-MATT (“C-MATT Personnel”) shall remain employees of the assigning Party for all purposes and are not considered employees of C-MATT or any other Party. Each Party shall be responsible for the salary, overtime pay, benefits, insurance, including workers’ compensation, and all related employee costs of every kind for each C-MATT Employee the Party assigns to C-MATT. Each Party may apply to the Agency of Record for reimbursement of any such costs and receive reimbursement to the extent any such reimbursement is authorized by the Grant.
- 3.3 Assignment of Personnel. For law enforcement officers to be eligible for assignment to C-MATT, such officers must pass and maintain pertinent and lawful performance standards as required by the Peace Officer Standards and Training Board and those required by the assigning Party.
- 3.4 Discipline of Personnel.
- 3.4.1 Disputes among C-MATT Personnel shall be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s). If the dispute cannot be resolved cooperatively among the C-MATT Personnel and their assigned Sergeant(s), the dispute shall be elevated to the C-Matt Commander who shall attempt to resolve the dispute in conjunction with the employing Parties’ supervisor(s) of the involved C-MATT Personnel. If such elevation fails to resolve the dispute, the dispute shall be elevated to the involved Party employer(s). In the event the dispute remains unresolved, the Dispute Resolution provisions of Section 16.6 herein shall be implemented.
- 3.4.2 Any disciplinary action imposed against C-MATT Personnel as a result of his or her involvement or participation in C-MATT shall be the responsibility of the assigning Party.
- 3.5 Supervision of Personnel. C-MATT Personnel shall be subject to the authority of supervisory and command personnel assigned to C-MATT regardless of which Party assigned the C-MATT Personnel; provided, however, that C-MATT Personnel shall continue to be subject to the laws, regulations, policies and personnel rules of the Party assigning the C-MATT Personnel. The authority of C-MATT supervisory and command personnel is not intended to supersede the regulations, policies, procedures or personnel rules of any Party.
- 3.6 Provision of Equipment. Each Party is responsible for providing personal equipment required for the execution of law enforcement duties to all of its law enforcement officers assigned to C-MATT (“C-MATT Officers”).

4. LAW ENFORCEMENT AUTHORITY

All C-MATT Officers will be deputized, commissioned or authorized to act with full peace officer authority by each of the Counties and by Denver. Each C-MATT Officer shall have the full status and authority otherwise afforded a peace officer, as described in C.R.S. § 16-2.5-101, while acting on-duty within the course and scope of such officer’s

authority and in the performance of such C-MATT Officer's duties within the jurisdiction of any Party.

5. COMMAND AND SUPERVISION

- 5.1 C-MATT Commander. The C-MATT Commander is the highest ranking command officer within C-MATT and is responsible for the overall oversight of the operational, administrative and budgetary duties outlined in the Grant directives and agreements.
- 5.2 Assignment of C-MATT Commander. The initial C-MATT Commander will be a Lakewood Police Department Commander unless and until another Party takes over the duties and responsibilities of the Agency of Record, as set forth in Section 8.1 herein.
- 5.3 Responsibilities of C-MATT Commander. The C-MATT Commander is responsible for monitoring C-MATT progress, providing the Governing Board a monthly written report of such progress and establishing policies and procedures for the operation of C-MATT.
- 5.4 Liaison Responsibility of C-MATT Commander. The C-MATT Commander will liaison with the Colorado State Patrol Captain assigned to the statewide task force, the Aurora Police Department Lieutenant and CATPA staff to establish goal-setting benchmarks and coordinate major investigations between the C-MATT and the statewide task force.
- 5.5 Personnel Assisting C-MATT Commander. The C-MATT Commander will be assisted by a grant manager and an investigative technician assigned by the Agency of Record.
- 5.6 C-MATT Sergeants. The Parties will assign four (4) Sergeants to C-MATT. The City of Aurora ("Aurora"), the Colorado State Patrol ("CSP"), the City and County of Denver ("Denver") and the City of Lakewood ("Lakewood") will each assign one (1) Sergeant. In the event a Party assigning a Sergeant terminates its participation in this Agreement or desires to remove its Sergeant from such assignment, the C-MATT Governing Board (described below) shall choose a Party, with such Party's approval, to assign a Sergeant to C-MATT.
- 5.7 Responsibilities of C-MATT Sergeants. The C-MATT Sergeants are responsible for day-to-day tactical and operational abilities of C-MATT. The C-MATT Sergeants will act as the contact persons for the Parties for information regarding suspect information, modus operandi and obtaining assistance in a police operation. The C-MATT Sergeants are responsible for administrative tracking of investigative data needs, investigative case flow and closure, the direct supervision of investigative and administrative support staff, the provision of subordinate guidance and direction, and the implementation of C-MATT Policy and Procedure.

6. GOVERNING BOARD

- 6.1 Creation of Governing Board. The Parties hereby establish a Governing Board for the purpose of overseeing and directing operational, personnel, equipment, training and administrative matters of concern to C-MATT (the "Board").
- 6.2 Board Membership. Each Party shall designate its Chief of Police, Sheriff, District Attorney or designees thereof as a Member of the Board (each, a "Member").
- 6.3 Voting and Quorum. Each Member shall be entitled to one (1) vote on any matter coming before the Board. The attendance of at least a majority of all the Members shall constitute a quorum. Approval of any matter before the Board shall require the affirmative vote of a simple majority of the Members present at any meeting at which there is a quorum, except as otherwise specified in this Agreement.
- 6.4 Budget. The Board shall oversee the C-MATT budget. Any requests for overtime monies associated with exceptional instances involving overt or covert operations that go beyond the normal scope of investigative techniques, to include, but not limited to, extensive surveillance, wiretaps and grand jury investigations, shall be authorized by the Board prior to the commencement of such operation.
- 6.5 Performance Evaluation of C-MATT. On an annual basis, the Board will evaluate the performance of C-MATT and assess the need to continue, modify or expand C-MATT.

7.0 FUNDING

C-MATT funding shall be provided by the Grant, and any matching funds required by the Grant will be contributed by the Parties based upon a percentage of each Party's salary contribution to C-MATT as follows:

- 7.1 The Grant currently funds eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for C-MATT Personnel. Based on the foregoing, each Party shall be responsible for the remaining costs (including salaries and benefits) of C-MATT Personnel each such Party assigns to C-MATT.
- 7.2 In the event in any year the Grant provides more or less funding for the above, each Party's responsibility for the remaining costs shall increase or decrease accordingly.
- 7.3 Upon addition of a new Party to C-MATT as provided in Section 12 below, the Board shall request an increase in the Grant to ensure the Grant continues to fund at least eighty percent (80%) of the cost (including salaries and benefits), and one hundred percent (100%) of overtime pay, for all C-MATT Personnel.

8.0 AGENCY OF RECORD; GENERAL FINANCIAL TERMS AND OBLIGATIONS

- 8.1 Agency of Record. To ensure consistency, transparency and accountability, one Party will serve as the Agency of Record. Lakewood will act as the initial Agency of Record for C-MATT. The Board may at any time agree to appoint a successor Agency of Record from among the Parties.
- 8.2 Duties and Responsibilities as Fiscal Agent. The Agency of Record shall serve as the fiscal agent for C-MATT and will work with the C-MATT Commander to establish an annual financial plan for presentation to and approval by the Board and to establish all accounts necessary to facilitate the ongoing operation and administration of C-MATT. The Agency of Record shall be responsible for the payment of all reasonable and necessary C-MATT bills approved by the Board in its annual financial plan and properly funded.
- 8.2.1. Administrator of Grant. The C-MATT Commander will act as the financial manager of the Grant and of any further grants received from the CATPA grant program. Any disbursement of grant funds to any Party shall be in accordance with the terms of the applicable grant.
- 8.3 Deposits and Expenditures. All C-MATT funds will be managed by the Agency of Record through its financial management system to allow for separate financial reporting and accurate accountability of all such funds. The C-MATT Commander will have control over a separate fund, which will not exceed \$10,000, to be used to support C-MATT undercover operations.
- 8.3.1 C-MATT Contracts. The Agency of Record, in accordance with its internal purchasing policies, shall enter into such contracts and agreements necessary to procure goods and services required for operation of C-MATT, as approved by the Board in its annual financial plan and properly funded.
- 8.3.2 Grant Agreements. By approval of this Agreement, Lakewood hereby authorizes its Chief of Police to execute grant agreements necessary for the continuing funding of C-MATT.
- 8.4 Annual Financial Report. Beginning in 2016, the Agency of Record will deliver an annual financial report to the C-MATT Commander on or before July 1 of each year this Agreement is in effect. This annual financial report will include an accounting of all revenues and contributions, including forfeitures, if any, and all expenses or costs related to the operation and administration of C-MATT.
- 8.5 Access to Financial Records and Reports. All financial records and reports of the Agency of Record relating to the administration of this Agreement and the operation and administration of C-MATT will be open to inspection at reasonable times by all Parties and the public, including an authorized auditor or representative of a Party. Any Party, including the City and County of Denver Auditor, may access and examine pertinent books, documents, papers and records of the Agency of Record regarding transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or the expiration of the applicable statute of limitations, whichever occurs later.

9.0 TERM

The initial term of this Agreement will be for one (1) year commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew for subsequent one-year terms (each, a "Renewal Term") unless terminated pursuant to Section 14 below.

10.0 FORFEITURES

- 10.1 Distribution of Forfeitures Resulting from C-MATT Operations. Net forfeitures resulting from seizures of money and personal or real property resulting from C-MATT operations shall be maintained by C-MATT following established forfeiture guidelines as set forth C.R.S. §§ 16-13-311 to 16-13-315, and the Colorado Contraband Forfeiture Act, C.R.S. §§ 16-13-501, *et seq.*
- 10.2 Distribution of Forfeitures Outside of C-MATT Operations. Forfeitures resulting from seizures of money and personal or real property resulting from any individual Party's operations outside of C-MATT operations shall not be considered C-MATT funds, and shall be the sole property of the Party whose operations generated the forfeiture assets.
- 10.3 Audit of Forfeiture Funds. C-MATT forfeiture funds will be audited on a quarterly basis pursuant to the rules adopted by the Board. The results of the audit will be presented to the Board for review. Members, at their discretion and individual agency expense, may elect to conduct an independent audit of the forfeiture funds.
- 10.4 Transfer of Forfeiture Funds. No forfeiture funds will be transferred to C-MATT for operational expenditures without the approval of the C-MATT Commander and the Board.

11.0 C-MATT RECORDS

- 11.1 Colorado Open Records Act. The Agency of Record will be the official custodian of C-MATT records that are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* ("CORA"), and may release such records in compliance with the provisions of CORA.
- 11.2 Colorado Criminal Justice Records Act.
 - 11.2.1 The Agency of Record shall be the repository for law enforcement investigative reports generated in furtherance of C-MATT's objectives. Such reports shall constitute Criminal Justice Records.
 - 11.2.2 The official custodian for records that are subject to the Colorado Criminal Justice Records Act, C.R.S. §§ 24-72-301, *et seq.* (the "CCJRA"), shall be the Party that generated the record. Each Party may release any C-MATT Criminal Justice Records that are the records of that Party.
 - 11.2.2.1 In the event the requestor of records is unwilling to contact the official custodian, as identified hereunder, the Fiscal Agent shall immediately notify the Party/ies whose records are being

requested, and such Party/ies shall provide to the requestor written justification for withholding such records, in compliance with the CCRJA.

11.2.2.2 In the event the Agency of Record is served with a Subpoena Duces Tecum or a court order relating to a Party's records, the Agency of Record shall immediately notify such Party, and such Party shall be responsible for responding to the Subpoena Duces Tecum or court order.

11.2.3 If a Party other than the Agency of Record receives a request or demand from a third party for records or information of one or more of the other Parties pertaining to this Agreement, the Party receiving the request shall immediately notify such other Party/ies.

11.3 Discovery Requests. The Agency of Record shall manage discovery requests from prosecuting authorities.

11.4 No Abrogation. Nothing in this Section 11 shall be construed to modify or abrogate any obligations imposed pursuant to CORA or the CCJRA.

12.0 ADDITION OF NEW PARTIES

12.1 Eligibility. Governmental entities that provide law enforcement services and have a contiguous boundary to any Party are eligible to become a Party (each, an "Eligible Entity").

12.2 Process.

12.2.1 An Eligible Entity may become a Party upon the affirmative vote of a majority of all the Members (each, a "New Party"). The Board may impose upon an Eligible Entity such terms and conditions deemed reasonable and necessary for such approval.

12.2.2 Each New Party must sign a separate signature page to this Agreement, and any amendments thereto, which states that the New Party agrees to all the terms and conditions of membership in C-MATT.

13.0 BOOKING OF EVIDENCE

All evidence and property seized as a result of a C-MATT operation shall be seized identified, preserved, booked and stored by the Party within whose jurisdiction the property was seized pursuant to the policies and procedures currently in effect with the Commission on Accreditation for Law Enforcement Agencies.

14.0 TERMINATION; WINDING UP

14.1 Individual Party Termination. Any Party may terminate its participation in this Agreement by giving written notice to the C-MATT Commander at least thirty (30) days prior to the date of such termination, unless the Board and such Party have

agreed on a different notice period. The C-MATT Commander will advise the Board of any Party's termination.

14.2 Termination of Agreement by Vote of the Parties.

14.2.1 Process. This Agreement may be terminated by the adoption, by a majority of the governing bodies of all the Parties, of a resolution approving such termination (a "Termination Resolution"). The effective date of termination of this Agreement and of C-MATT shall be thirty (30) days after the date of the last Termination Resolution adopted.

14.2.2 Winding-up. In the event of termination of this Agreement by the Parties, each Party will use its best continuing efforts to wind-up in a timely manner its obligations pursuant to this Agreement. Upon termination of C-MATT, any funds remaining after payment of all C-MATT debts and obligations shall be distributed in accordance with the then-current CATPA Grant Agreement.

14.3 Final Report. Within ninety (90) days after the termination of this Agreement or of the end of the last Renewal Term of this Agreement, the Agency of Record will issue a final financial report accounting for any disbursements or distributions made to any of the Parties and the disposition of C-MATT assets, if any.

15.0 INSURANCE

Each Party agrees to either self-insure or maintain during the Initial Term and any Renewal Term general liability insurance, automobile liability insurance, crime insurance or fidelity bond, and workers' compensation insurance as to its own employees, all in such coverage amounts as deemed reasonable by each Party.

15.1 Evidence of Insurance. Upon execution of this Agreement, each Party will provide evidence of its self-insurance or insurance coverages to the other Parties. The Parties will ensure that evidence of self-insurance or certificates of insurance are issued automatically on the anniversary of the Effective Date throughout the Initial Term and any Renewal Terms.

15.2 Requirements. The minimum insurance coverage amounts required hereunder for General Liability and Automobile Insurance, unless the Party is self-insured, shall be not less than \$1,000,000, with an annual aggregate limit of not less than \$2,000,000.

16.0 GENERAL PROVISIONS

16.1 Authority. The Parties each represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

16.2 Assignment. No Party shall assign this Agreement.

16.3 Captions; Construction and Interpretation. The section headings and other captions contained in this Agreement are for convenience and reference

purposes only, are not part of the understanding of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

- 16.4 Claims or Suits. The Parties agree that in the event any claim or suit is brought against any Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with one another and with the insuring entities of all Parties in defending such claim or suit.
- 16.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. The signature page of any Party to any counterpart will be deemed a signature, and may be appended, to any other counterpart.
- 16.6 Dispute Resolution. The Board is authorized to resolve any issues or disputes among the Parties. In the event of a dispute among the Parties that cannot be resolved by the Board, the Parties shall submit the dispute to mediation by a mutually agreed upon mediation services provider. Should mediation occur, the costs of any mediation shall be shared equally by the Parties to the mediation. Participation in mediation is mandatory before any civil action arising from or relating to this Agreement is filed by any Party.
- 16.7 Electronic Disposition and Signatures. The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing. The Parties further consent to the use of electronic signatures; provided, however, that no Party shall be obligated to use electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of this Agreement or object to the admissibility of this Agreement solely because one or more Parties signed this Agreement or any related document electronically.
- 16.8 Entire Agreement. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement supersedes all prior negotiations and understandings of the Parties.
- 16.9 Force Majeure. Any delays in, or failure of performance by, any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials or other causes, similar or dissimilar, that are beyond the control of such Party.
- 16.10 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the District Court of the jurisdiction of the Party defending such cause of action, in accordance with the applicable rules of procedure.

- 16.11 Liability; Governmental Immunity.
- 16.11.1 Intentional acts or omissions. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
- 16.11.2 Governmental Immunity Act. The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The provision of services under this Agreement is for the benefit of the Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- 16.12 Independent Agencies. The Parties enter this Agreement as separate, independent government agencies and shall maintain such status throughout the Initial Term and all Renewal Terms.
- 16.13 Necessary Personnel, Equipment and Facilities. Each Party will maintain a level of personnel, equipment and facilities necessary to meet its obligations under this Agreement. Nothing in this Agreement requires any Party to directly fund the activities of any other Party. Employees and volunteers of each Party shall remain the employees and volunteers of that Party.
- 16.14 No Third-Party Beneficiaries. Nothing in this Agreement will be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of this Agreement's terms in any entity or person not a Party, including any Members, employees, officers, agents or volunteers of any person or entity with whom the Agency of Record contracts.
- 16.15 Non-Appropriation. Financial obligations of the Parties, if any, after the current year, are contingent upon funds being appropriated, planned and otherwise made available by the governing bodies of the Parties. The Parties' obligations under the Agreement shall be from year-to-year only and shall not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Notwithstanding anything to the contrary herein, the Parties understand and agree that any payment obligation of the City and County of Denver pursuant to this Agreement, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Parties acknowledge that the City and County of Denver does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years.
- 16.16 Notices. Any notice required or permitted by this Agreement shall be in writing and given by certified mail or registered mail, postage and fees prepaid, to the Party to whom such notice is to be given at the address set forth on that Party's

signature page below or at such other address as such Party shall have given by written notice to the other Parties pursuant to this paragraph.

- 16.17 Severability. If any provision of this Agreement is held invalid or unenforceable as to any Party or person by a court of competent jurisdiction, no other provision will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect.
- 16.18 Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

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RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) among the Colorado cities of Aurora, Englewood, Lakewood and Wheat Ridge; the City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and the State of Colorado to establish a Colorado Auto Theft Prevention Authority – Metropolitan Auto Theft Task Force (C-MATT), pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.



Board Summary Report

Date:

To: Board of County Commissioners

Through: Don Klemme, Community Resources Department Director

From: Brad Kamby, Judicial Services Division Manager

Subject: Renewal of Intergovernmental Agreement (IGA) with the City of Littleton to contract for Judicial Services to provide case management for people convicted in Littleton Municipal Court who are ordered to perform community service work.

Request and Recommendation

Judicial Services is requesting that the Board or County Commissioners approve a Resolution authorizing the renewal of the IGA between the County and the City of Littleton, allowing Judicial Services to continue to provide case management for people convicted in the Littleton Municipal Court and who are ordered to perform community service, provided they pay the scheduled fee. Because this relationship is with another governmental entity, an IGA is necessary. The IGA requires signature by the Chair of the Arapahoe County Board of County Commissioners. The Board of County Commissioners considered this request at a Study Session on February 29, 2016 and directed staff to schedule it as a consent agenda item.

Background

Judicial Services has been providing case management for persons who are ordered by the Littleton Municipal Court to perform community service since 2010. The current IGA was approved by the BoCC on March 3, 2016, for a period of one year; Resolution Number 150206.

Links to Align Arapahoe

Judicial Services' partnership with the Littleton Municipal Court enhances the quality of life in Arapahoe County by providing restorative justice opportunities to individuals convicted of misdemeanor and traffic offenses. In 2015, community services workers referred by Littleton completed 2,086 hours of useful public service.

Discussion

The partnership with the City of Littleton continues to be successful. The Littleton Municipal Court reports that the program has been very beneficial to its justice system and the service provided by Judicial Services has been of excellent quality. Judicial Services has been able to accept referrals from Littleton without adding any additional staff. In 2016, Judicial Services collected \$6,400 in supervision fees that have been deposited in the County's General Fund.

Alternatives

If the renewal of the IGA is not authorized, the City of Littleton will need to seek other options in order to include community service as a sentencing option for its Municipal Court.

Fiscal Impact

Judicial Services has been able to provide services to the City of Littleton working within its existing budget. In 2015, Judicial Services staff spent approximately 125 hours working on City of Littleton cases at a cost of approximately \$3,085. Judicial Services collected \$6,400 in supervision fees from clients referred by Littleton. Accepting community service workers from Littleton provides an additional revenue source for Arapahoe County. If the IGA is renewed, it is estimated that in 2016, between \$6,500 and \$9,000 in supervision fees will be collected and deposited in the General Fund.

Concurrence

The City of Littleton would like to renew the IGA.

Attorney Comments

Reviewed By:

Brad Kamby, Judicial Services Division Manager
Don Klemme, Community Resource Department Director
Janet Kennedy, Finance Director
Tiffanie Bleu, Assistant County Attorney

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the renewal of the Intergovernmental Agreement between Arapahoe County and the City of Littleton allowing Arapahoe County Judicial Services to continue to provide case management for persons convicted in Littleton Municipal Court who are ordered to perform community service.

The vote was:

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

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: March 11, 2016
To: Board of County Commissioners
From: Todd Weaver, Budget Manager
Subject: 2016 Reappropriation of 2015 Budget

Request and Recommendation

The purpose of this public hearing is adopt resolutions to reauthorize spending for 2015 budget items that were not expended during 2015 and need to be reappropriated as well as designate the fund amounts to be committed for Board policy reserves. The budget adoption resolution for 2016 gives the County Finance Director the discretion to recommend which items are eligible and appropriate for reappropriation pursuant to County's policies. The recommendations are subject to approval by the Board of County Commissioners. The adopted resolution to reappropriate funds will increase the 2016 appropriations for elected offices and departments, and therefore requires the Board to adopt a resolution at a public hearing, which is currently scheduled for March 22nd, 2016. The Executive Budget Committee has reviewed the information, and the Finance Department discussed the reappropriation requests during its study session on March 7th, 2016.

Links to Align Arapahoe

The reappropriation process links to the Align Arapahoe objective Fiscal Responsibility. It aligns with this objective by providing a process for the deliberative review and reauthorization of unspent appropriated funds from prior years, so that work on important projects and programs can continue uninterrupted. It also improves the efficiency of departments and elected offices because they do not have to expend the time and resources to formally re-request funds for projects whose lifecycle spans multiple fiscal years.

Background

Reappropriation is the process of reauthorizing spending for funds that were appropriated for the prior year and remain unspent, so that the department or elected office may expend the funds during the current fiscal year. The reappropriation process is limited to certain types of appropriations and funds, as well as to specific circumstances. The County's reappropriation policy specifies that reappropriated funds may be spent only for the original purpose. It also limits the total reappropriation amount for any department, elected office, or any one fund to no greater than the amount of the actual unspent appropriation during the prior fiscal year and/or the available unreserved fund balance.

Certain funds have their entire fund balance reappropriated for the following fiscal year, pursuant to Board policies. Since the year-end fund balance is unknown at the time that the annual budget is adopted, the

available fund balance is appropriated during the County’s reappropriation process, when the Finance Department has more information about the remaining year-end balances for each fund.

The most common types of reappropriations are:

- Funds Encumbered for Purchase Orders: Funds that were encumbered by a purchase order during the prior year and remain unspent may be reappropriated for the same purchase order during the following fiscal year.
- Capital Projects: The unspent balance of prior year appropriations for ongoing capital projects.
- Grants: The unspent balance of prior year appropriations for grants that do not also include deferred revenues. Grants with deferred revenue will be brought forward at the 1st Quarter Budget Review.
- Fund Balance: Certain funds are eligible to have a portion or all of its available fund balance reappropriated for the following fiscal year, when appropriate.
- Fixed Assets: Certain funds appropriated for fixed assets during the prior year but for which the fixed asset hasn’t been purchased or received may be reappropriated for the same fixed asset, depending upon review and discussions with the Finance Department.

General Fund Reappropriation Requests

Elected Office or Department	2015	2016	Variance
Administrative Services	100,000	100,000	-
Assessor's Office	8,500	-	(8,500)
Clerk and Recorder's Office	308,082	70,730	(237,352)
Communication Services	9,095	-	(9,095)
Community Resources	16,613	-	(16,613)
Coroner's Office	5,625	4,828	(797)
County Attorney's Office	-	2,660	2,660
Facilities and Fleet Management	61,115	59,241	(1,874)
Finance	41,544	69,909	28,365
Human Resources	15,058	-	(15,058)
Information Technology	469,657	77,043	(392,614)
Office of Performance Management	50,000	15,000	(35,000)
Public Works and Development	109,820	-	(109,820)
Sheriff's Office	885,528	522,779	(362,749)
Treasurer's Office	18,945	10,985	(7,960)
General Fund Total	\$ 2,099,582	\$ 933,175	\$ (1,166,407)

Reappropriation Requests for Other Funds

Fund	2015	2016	Variance
Social Services	16,779	36,485	19,706
Electronic Filing Technology Fund	448,349	485,396	37,047
Cash in Lieu Fund	842,144	849,258	7,114
Road and Bridge Fund	1,300,706	972,039	(328,667)
Conservation Trust Fund	721,044	776,228	55,184
Communication Network Replacement Fund	353,770	382,574	28,804
Sheriff's Commissary Fund	401,626	545,241	143,615
Forfeited Property Fund	548,198	429,735	(118,463)
Open Space Sales and Use Tax Fund	36,638,311	36,176,943	(461,368)
Building Maintenance Fund	502,805	192,448	(310,357)
Arapahoe County Fair Fund	47,151	57,943	10,792
Capital Expenditure Fund	22,627,512	8,697,781	(13,929,731)
Infrastructure Fund	28,311,342	19,992,393	(8,318,949)
Arapahoe County Recreation District Fund	16,906	2,357	(14,549)
Central Services Fund	5,740,207	7,009,166	1,268,959
Self Insurance Liability Fund	2,049	22,902	20,853
Employee Flex Plan Fund	60,000	-	(60,000)
Worker's Compensation Fund	15,965	338,290	322,325
Self Insurance Fund	50,825	-	(50,825)
Other Funds Total	\$ 98,645,689	\$ 76,967,179	\$ (21,678,510)
All Funds Total	\$ 100,745,271	\$ 77,900,354	\$ (22,844,917)

Discussion

The Finance Department will present the highlights of the recommended 2016 reappropriation requests at the public hearing on March 22nd, 2016, and any subsequent discussion will be determined by the Board.

Alternatives

Although this request for reappropriation is in accordance with County policy, the Board of County Commissioners could change or eliminate some of the reappropriation requests.

Fiscal Impact

The recommended reappropriation amount for all of the County's funds is \$77.9 million, of which \$933,175 is for the General Fund.

Reviewed By

Janet Kennedy, Finance Director

John Christofferson, Deputy County Attorney

ARAPAHOE COUNTY
NOTICE OF PUBLIC HEARING
PROPOSED BUDGET AMENDMENTS

NOTICE IS HEREBY GIVEN that on, Tuesday, March 22, 2016 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 2016 Annual Budget pursuant to State Statute; and

WHEREAS, the Board may authorize a department or elected office to use an unspent portion of the prior year’s appropriation during the subsequent year for originally intended purpose, and the most common circumstances include funds that were encumbered but not yet spent, the remaining funds for ongoing projects, and the year-end fund balances of certain funds; and

WHEREAS, the requests to use unspent funds from the prior fiscal year during the current fiscal year have been reviewed by the Finance Department; and

WHEREAS, since appropriation authority expires at the end of each fiscal year, the Board-approved funds must be appropriated again for the subsequent fiscal year so they may be expended; and

WHEREAS, it is the request of the Finance Department, in conjunction with the individual operating departments and elected offices, to reappropriate the funds in accordance with the Arapahoe County Financial Policy 3.11, which also specifies that this reappropriation process be completed each year; and

WHEREAS, this matter has been published pursuant to Section 29-1-106, C.R.S., as required by law.
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to authorize the following supplemental appropriations from unappropriated fund balances:

General Fund - \$933,175 as follows:

1.... Administrative Services.....	\$100,000
2.... Clerk and Recorder's Office.....	70,730
3.... Coroner's Office.....	4,828
4.... County Attorney's Office.....	2,660
5.... Facilities and Fleet Management.....	59,241
6.... Finance.....	69,909
7.... Information Technology.....	77,043
8.... Office of Performance Management.....	15,000
9.... Sheriff's Office.....	522,779
10.. Treasurer's Office.....	10,985
Social Services.....	\$36,485
Electronic Filing Technology Fund.....	485,396
Cash in Lieu Fund.....	849,258
Road and Bridge Fund.....	972,039
Conservation Trust Fund.....	776,228
Communication Network Replacement Fund.....	382,574

Sheriff's Commissary Fund.....	545,241
Forfeited Property Fund.....	429,735
Open Space Sales and Use Tax Fund.....	36,176,943
Building Maintenance Fund.....	192,448
Arapahoe County Fair Fund.....	57,943
Capital Expenditure Fund.....	8,697,781
Infrastructure Fund.....	19,992,393
Arapahoe County Recreation District Fund.....	2,357
Central Services Fund.....	7,009,166
Self-Insurance Liability Fund.....	22,902
Worker's Compensation Fund.....	338,290

The total for all other funds is \$77,900,354.

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 2016 Annual Budget pursuant to Statute; and

WHEREAS, Arapahoe County Financial Policy 3.7, approved on October 5, 1999, specifies that the Board of County Commissioners will annually designate from the specific fund's unappropriated fund balance a working capital reserve equal to one-sixth of the current year's initial adopted operating budget for the Road and Bridge Fund and the Arapahoe Law Enforcement Authority Fund, and an amount equal to one-sixth of the County's contribution to the Social Services Fund; and

WHEREAS, the Board of County Commissioners has determined that the General Fund working capital reserve shall be eleven percent (11.0 percent) of the operating expenses within the current year's initial adopted budget;

WHEREAS, these fund balance reserves will be adequate to fund necessary expenditures, including accrued vacation and sick leave; and

WHEREAS, these reserves will be adequate to comply with, and shall include, the fund balance reserve amounts required by Article X, Section 20, of the State Constitution; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to designate the following fund balance reserve amounts for 2016:

1. General Fund
Working Capital Reserve \$18,221,830
2. Road and Bridge Fund
Working Capital Reserve \$3,140,935
3. Social Services Fund
Working Capital Reserve \$1,768,699
4. Arapahoe Law Enforcement Authority Fund
Working Capital Reserve \$1,159,617

PROPOSED MOTION

I move to adopt/not adopt the two resolutions, as presented, for the supplemental appropriations related to the reappropriation of budgeted funds from 2015 that remained unspent into the 2016 budget and to designate the reserves for specific funds per County policy.