



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

### **Study Session November 14, 2016**

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

#### **Study Session Topics**

**9:00 A.M. Calendar Updates (WHR)**

*Diana Maes  
BoCC Administration Manager*

**9:30 A.M. BOCC Updates (WHR)**

*Board of County Commissioners*

**10:00 A.M. \*City Of Centennial Contract (WHR)**

Discussion regarding information requested by the Board of County Commissioners about the public safety services contract with the City of Centennial

*Request: Information/Direction*

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

Documents:

**11:00 A.M. \*Appointing A Replacement To Fill An Upcoming Vacancy In Office Of County Assessor (WHR)**

Discussion regarding the appointment of a replacement to fill a vacancy in the Office of County Assessor that will be created by the resignation of Arapahoe County Assessor Corbin Sakdol. County Assessor Corbin Sakdol has provided notice of his resignation, with his last day being January 6, 2017, and has requested that the Board of County Commissioners appoint Chief Deputy Assessor Marcus Scott to fill the vacancy, effective as of January 7, 2017.

*Request: Information/Direction*

*Corbin Sakdol, Assessor  
Ron Carl, County Attorney*

Documents:

[BSR RE ASSESSOR APPOINTMENT.DOC](#)  
[SAKDOL RESIGNATION LETTER.PDF](#)  
[MARC SCOTT CV - 2016.PDF](#)

**11:30 A.M. Administrative Meeting: Department Director Review (BoCC Conference Room)**

*BoCC*

**Break**

**1:00 P.M. Administrative Meeting: Department Director Review (BoCC Conference Room)**

*BoCC*

**2:00 P.M. \*2016 Third Quarter Budget Review And Final Review Of 2017 Budget (WHR)**

Review of the 2016 3rd Quarter Budget and final review and discussion the 2017 Budget

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

Documents:

[Q3 2016 SS BSR.PDF](#)

**3:00 P.M. \* Drop In (WHR)**

*Board of County Commissioners*

**1. Planned Unit Development Code Update**

Discussion of recommendations outlined in the 2015 Land Development Code (LDC) Assessment, by Clarion Associates regarding drafted changes to the Planned Unit Development chapter of the Land Development Code proposing two options for developers, and to seek input and direction from the Board of County Commissioners on the options

*Request: Information/Direction*

*Jason Reynolds, Current Planning Program Manager, Public Works and Development*  
*Jan Yeckes, Planning Division Manager, Public Works and Development*  
*David M. Schmit, P.E., Director, Public Works and Development*  
*Keith Ashby, Purchasing Division Manager, Finance*  
*Robert Hill, Senior Assistant County Attorney*

Documents:

[BSR PUD ADMINISTRATIVE THRESHOLDS 11-14-16.DOCX](#)  
[TWO-STEP THRESHOLDS.PDF](#)

**3:20 P.M. \* Executive Session (WHR)**

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

*Ron Carl, County Attorney*

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

WHR - West Hearing Room

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

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

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

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



## Board Summary Report

**Date:** November 3, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fujaros, Budget & Logistics Manager  
**Subject:** Centennial Public Safety Services Contract

**Direction/Information:** The Sheriff's Office is providing information.

### Request and Recommendation

The Sheriff's Office is providing information to the Board of County Commissioners about the public safety services contract with the City of Centennial.

### Background

The City of Centennial contracts with the Arapahoe County Board of County Commissioners through an intergovernmental agreement to provide law enforcement services within its municipal boundaries. The Arapahoe County Sheriff's Office (ACSO) has provided law enforcement services since the incorporation of the City on February 7, 2001 and pursuant to the signing of an intergovernmental agreement on May 8, 2001.

The current intergovernmental agreement, authorized by Centennial City Council Resolution 2007-R-103, was approved on November 19, 2007. The agreement is effective for a period of ten years, expiring on December 31, 2018, with automatic one-year renewals unless either party provides notice of cancellation.

### Links to Align Arapahoe

The public safety services contract with the City of Centennial is consistent with the County goals of Service First, Quality of Life – Community Safety and Fiscal Responsibility. The ability to combine Sheriff's Office personnel and resources to provide public safety services to the Sheriff's Office contract service areas and unincorporated Arapahoe County provides more efficient and effective public safety service and ultimately results in a safer community.

### Discussion

Municipalities contracting public safety and law enforcement services with sheriff's offices is not a new concept in the United States. This contract model can be traced back to the 1950's in Los Angeles, California. What is unique about the Arapahoe County Sheriff's Office law enforcement contract with the City of Centennial is the manner in which the contract was formed. Because the Sheriff's Office existed prior to the incorporation of Centennial, law enforcement services were already being provided to the residents of the newly formed city upon its incorporation. The City of Centennial then worked with

Arapahoe County to determine an appropriate contract which would allow the Arapahoe County Sheriff's Office to continue providing law enforcement services for the City.

Both the City of Centennial and Arapahoe County realize direct benefits by having the Sheriff's Office provide the law enforcement contract to Centennial. This contract has allowed the Sheriff's Office to maintain appropriate staffing, equipment and facilities to continue to provide excellent law enforcement and public safety services throughout Centennial, unincorporated Arapahoe County and the other towns and cities who contract law enforcement services with the Sheriff's Office. The ability of the Sheriff's Office to use their combined staff, equipment and resources to provide public safety services allows for more efficient and effective delivery of those services. The City of Centennial receives excellent law enforcement services without the expense of forming a brand new police department and Arapahoe County benefits by receiving contract revenue to keep an appropriately staffed and equipped Sheriff's Office.

From November 2012 through April 2013 the City of Centennial completed a contract assessment of the law enforcement services contract with Arapahoe County and the Sheriff's Office. In addition to evaluating the contract standards and requirements, the contract assessment also evaluated costs to provide law enforcement services with comparable municipalities in the Denver metropolitan area. The two municipalities selected for comparison were Arvada and Westminster and the below table recaps the information from that comparison:

Law Enforcement Services Comparison - 2011			
Agency	Centennial	Arvada	Westminster
Population	102,603	107,541	107,967
Annual LE Expenditures	\$19,950,180.00	\$27,175,316.83	\$27,423,886.00
Law Enforcement Comparable FTEs	159.75	222.40	247.20
Sworn FTEs	120.75	166.00	183.00
Law Enforcement FTEs per 1,000 Residents	1.56	2.07	2.29
Sworn FTEs per 1,000 Residents	1.18	1.54	1.69
Law Enforcement Service Cost per Capita	\$ 194.44	\$ 252.70	\$ 254.00
Calls for Service	45,360	47,892	43,854
Cost per Call for Service	\$ 439.82	\$ 567.43	\$ 625.35

The contact assessment concluded that the contacted law enforcements services provided to Centennial by the Sheriff's Office appeared to have been provided at a lower cost per capita and a lower cost per call for service than those law enforcement services provided in comparable municipalities. Using the same information collected in 2016 it appears as though the same conclusion could be made as seen in the following table.

Law Enforcement Services Comparison - 2016			
Agency	Centennial	Arvada	Westminster
Population (2015)	108,886	115,079	112,737
Annual LE Expenditures (2016)	\$23,294,881.00	\$35,182,569.00	\$32,903,214.00
Law Enforcement Comparable FTEs	167.75	234.50	246.60
Sworn FTEs	126.75	181.00	184.00
Law Enforcement FTEs per 1,000 Residents	1.54	2.04	2.19
Sworn FTEs per 1,000 Residents	1.16	1.57	1.63
Law Enforcement Service Cost per Capita	\$ 213.94	\$ 305.73	\$ 291.86
Calls for Service (2015)	52,580	\$ 66,260.00	\$ 78,730.00
Cost per Call for Service	\$ 443.04	\$ 530.98	\$ 417.92

The ability to provide these services at a lower cost than other municipalities is due largely to the ability to “pool” staff and resources as mentioned above. An example of how this is a benefit to Arapahoe County is seen when evaluating calls for service and cases investigated over the past five years. The following table has calls for service from 2011 through 2015. The “calls per deputy” calculation uses the 34 (31.5%) ALEA and 74 (68.5%) Centennial and deputy sheriffs who are assigned to Patrol Operations with the primary responsibility of responding to calls for service and does not include supervisors.

Year	Unincorporated Calls for Service	Centennial Calls For Service	Total Calls For Service	Unincorporated	Centennial
2011	40,778	45,360	86,138	47.34%	52.66%
2012	38,874	46,086	84,960	45.76%	54.24%
2013	39,404	46,746	86,150	45.74%	54.26%
2014	41,333	48,741	90,074	45.89%	54.11%
2015	42,317	52,580	94,897	44.59%	55.41%
	Unincorporated Calls per Deputy	Centennial Calls per Deputy	Total Calls per Deputy		
2011	1,199.35	612.97	797.57		
2012	1,143.35	622.78	786.67		
2013	1,158.94	631.70	797.69		
2014	1,215.68	658.66	834.02		
2015	1,244.62	710.54	878.68		

This table clearly shows the skewed workload distribution if the Sheriff’s Office was not able to combine resources for the delivery of public safety services.

Another example of the benefits of combining staff and resources is related to cases assigned to investigators for follow-up investigation. The following table shows cases assigned for follow-up investigation from 2011 through 2015. The “cases per investigator” calculation uses the 11 (39.3%) General Fund and 17 (60.7%) Centennial and investigators assigned to Investigation Services who have

the primary responsibility of conducting follow-up investigations on assigned cases and does not include supervisors.

Year	Unincorporated Cases Investigated	Centennial Cases Investigated	Total Cases	Unincorporated	Centennial
2011	3,775	3,234	7,009	53.86%	46.14%
2012	3,613	3,344	6,957	51.93%	48.07%
2013	3,482	2,634	6,116	56.93%	43.07%
2014	3,154	2,364	5,518	57.16%	42.84%
2015	3,797	2,843	6,640	57.18%	42.82%
	Unincorporated Cases Per Investigator	Centennial Cases per Investigator	Combined Cases per Investigator		
2011	343.18	190.24	250.32		
2012	328.45	196.71	248.46		
2013	316.55	154.94	218.43		
2014	286.73	139.06	197.07		
2015	345.18	167.24	237.14		

The above examples are specific to Patrol and Investigation Services, however the benefits of using combined resources to provide law enforcement and public safety services are realized throughout Sheriff’s Office operations. From the 911 Communications Center, crime lab, evidence, training unit, internal affairs and emergency management, the ability to combine resources allows the Sheriff’s Office to consistently deliver excellent law enforcement and public safety services to the community.

In addition to funding personnel and equipment, the contract with Centennial also incorporates funding for “indirect costs” and “risk sharing” costs. Each year representatives from Arapahoe County and the City of Centennial determine the total annual fees for the law enforcement contract which includes any additional budget packages, changes to personnel or services provided, indirect costs and risk sharing costs. The indirect costs and risk sharing costs are calculated by Arapahoe County Finance and reflected on Exhibits D and E of the contract. The indirect costs reflected in the contract are incorporated as a means by which Centennial pays for a proportional share of facility infrastructure, technology and related operating costs without purchasing an ownership interest in “brick and mortar” structures. For 2016 the indirect costs paid by Centennial were \$1,825,234. The risk sharing costs are calculated in a manner which captures the cost for Arapahoe County accepting and defending claims against the Sheriff’s Office in the performance of their contacted law enforcement duties. For 2016 the risk sharing costs paid by the Centennial were \$162,169.

**Alternatives**

The alternative to providing contract law enforcement services to the City of Centennial would be to no longer provide those services. Arapahoe County would no longer receive the contract revenue from Centennial and would lose the benefit of having combined staff and resources for the delivery of service. Without the contract revenue, the County would have to determine how to fund the substantial increase in staffing necessary to provide public safety services for the unincorporated and other contract towns and cities.

Centennial would also lose the benefit of having the combined resources of the Sheriff's Office and would be forced to either contract with another jurisdiction for law enforcement services or form their own municipal police department.

Using a per capita method to estimate the potential additional staffing needs for sworn FTEs in both Centennial and Arapahoe County without their combined resources would result in a need to dramatically increase staffing. To reach the moderate number of 1.5 sworn FTEs per 1000 residents, Centennial would need approximately 37 additional sworn FTEs and Arapahoe County would need approximately 60 additional sworn FTEs.

**Fiscal Impact**

The adopted 2016 Centennial contract for law enforcement services is \$23,294,881.

**Concurrence**

The Sheriff's Office is in concurrence.

**Attorney Comments**

**Reviewed By:**

Olga Fujaros, Budget & Logistics Manager  
Glenn Thompson, Public Safety Bureau Chief  
Louie Perea, Undersheriff  
David C. Walcher, Sheriff  
Finance Department  
County Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN ARAPAHOE COUNTY  
AND THE CITY OF CENTENNIAL  
TO PROVIDE LAW ENFORCEMENT AND  
PUBLIC SAFETY SERVICES**

THIS AGREEMENT ("Agreement") is entered into between ARAPAHOE COUNTY, a political subdivision of the State of Colorado (herein referred to as "COUNTY"), and the CITY OF CENTENNIAL, a municipal corporation of the State of Colorado (herein referred to as "CITY"), effective as of January 31, 2008, and is applicable to all property located within the municipal boundaries of the CITY, as the boundaries may be changed from time to time ("Incorporated Area"). The ARAPAHOE COUNTY SHERIFF, an elected official of the COUNTY ("SHERIFF"), is also a party to this Agreement only for the purposes of fulfilling those obligations imposed directly on the SHERIFF under this Agreement.

**WHEREAS**, the CITY incorporated in February 2001 within an area which was previously unincorporated Arapahoe County; and

**WHEREAS**, on or about May 8, 2001, the CITY and the COUNTY entered into an intergovernmental agreement whereby the COUNTY agreed to provide certain municipal services to the CITY through February 8, 2002 ("IGA"); and

**WHEREAS**, the relationship between the Parties has continued in effect since the date of the original and subsequent IGAs until the present; and

**WHEREAS**, the CITY has determined that it is in the CITY's interest to continue to contract with the COUNTY to provide law enforcement and public safety services for the term set forth herein; and

**WHEREAS**, the COUNTY, through the SHERIFF's Office, is capable of continuing to provide law enforcement and public safety services to the CITY; and

**WHEREAS**, the Parties are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

**SECTION 1. PURPOSE – PROVISION OF SERVICES AND COOPERATION.**

The purposes of this Agreement are to:

- Memorialize the agreement between the CITY and the COUNTY for the provision of certain services by the COUNTY, through its SHERIFF's Office, to the CITY and its residents in the Incorporated Area. The services to be provided hereunder are law enforcement, public safety and related services as more fully described

in **Exhibit A ("Services")**. Additional Services may be added to this Agreement by written amendment or memorandum of understanding signed by both the CITY and the COUNTY.

- Memorialize the agreement between the Parties to cooperate and coordinate at all times to ensure that the development and implementation of the policies of any Party which relate to law enforcement, public safety, community outreach and budgeting or any Services contemplated by this Agreement are undertaken with input and consideration of the effect of such policy on all other Parties.
- Memorialize the agreement between the Parties that each Party will take an active role in seeking the input of the other Parties prior to adopting or implementing any such policy which relates to law enforcement, public safety, community outreach and budgeting or any of the Services contemplated by this Agreement.

## **SECTION 2. EXHIBITS.**

Exhibits referenced herein shall be incorporated into this Agreement for all purposes. Exhibits C, D and E of this Agreement shall be replaced annually and incorporated into this Agreement by adoption of such annually amended Exhibits C, D and E by resolution or such other formal action of the CITY Council and the COUNTY Board of County Commissioners.

## **SECTION 3. DEFINITIONS.**

3.1 "All Hazards/Disaster/Emergency" shall mean any exceptional (statistically rare) or unforeseen incident or situation, natural or manmade, accidental or criminal, that produces serious local impacts upon the community and threatens the safety of people and property and warrants responsive action to protect life, property, environment, public health or safety and to minimize disruptions of government, social or economic activities and that requires stepped up capacity and capability to meet expected outcomes and which may require outside assistance from other jurisdictions and levels of government.

3.2 "CITY Primary Representative" shall mean the CITY Manager or his or her designee.

3.3 "COUNTY Primary Representative" shall mean the SHERIFF or his or her designee.

3.4 "Incorporated Area" shall have the meaning set forth in the opening recital of this Agreement.

3.5 "Key Personnel" shall mean those SHERIFF's Office employees in executive command staff at the level of Bureau Chief or above who are acting as representatives to the CITY in the provision of Services under this Agreement.

3.6 "Parties" or, individually, "Party" shall mean all or any of the COUNTY, the CITY and, only for the purpose of those provisions which place a direct obligation on the SHERIFF, the SHERIFF.

3.7 "Risk Sharing Costs" shall have the definition set forth in Section 11 and **Exhibit E**.

3.8 "Services" shall have the definition set forth in Section 1 and **Exhibit A**.

3.9 "Significant Criminal Occurrence or Incidents" include violent crimes against a person such as first degree assault or homicide, large fires or multi-car motor vehicle accidents involving significant injury or death, or other crimes of significant public interest or issues significantly affecting the CITY.

3.10 "Total Annual Fees" shall mean the amount set forth on the last line of **Exhibit D** under the heading "Grand Total", which shall include the Risk Sharing Costs amount set forth on **Exhibit E** or the amount shown on the CITY's annually adopted budget for the following year, whichever is lower, as each shall be revised annually for each year of Services to be provided for the term of and in accordance with this Agreement. Total Annual Fees shall exclude amounts paid by the CITY for costs incurred by the COUNTY and reimbursed by the CITY in accordance with this Agreement for managing and intervening in any All Hazards/Disaster/Emergency.

#### **SECTION 4. COUNTY AND CITY COORDINATION.**

##### **4.1 Representatives**

4.1.1 CITY Representatives. The CITY Primary Representative shall be the point of contact for all monthly reports, work orders and amendments to this Agreement in the agreed-upon format between the COUNTY and CITY. The CITY Finance Director shall serve as the CITY's representative for all invoices.

4.1.2 COUNTY Representatives. The COUNTY Primary Representative shall serve as the point of contact for all Service matters and amendments to this Agreement. The SHERIFF may appoint an additional representative to serve as a representative and point of contact to the CITY for the purposes of incident and monthly reporting and other matters related to the Services to be provided under this Agreement. The COUNTY Finance Director shall serve as the COUNTY'S representative for all invoices, and the COUNTY'S Special Assistant to the Board of County Commissioners shall serve as the COUNTY's representative for amendments to this Agreement. The COUNTY Board of County Commissioners shall designate a COUNTY liaison to coordinate all communications between the Parties concerning matters not specifically covered by the representation described above.

4.1.3 Notification of Changes in Representatives. In the event that either a COUNTY or a CITY designated representative is changed or replaced, the Parties shall notify the other in writing of such change.

##### **4.2 Representatives Meetings**

4.2.1 Regular Meetings. CITY and COUNTY Primary Representatives shall meet together no less than once a month to review performance compliance with

this Agreement. The frequency of such meetings may be altered by mutual agreement of the two representatives.

4.2.2 Schedule of Meetings. Such time and regular place for the regular meetings shall be scheduled at the initial meeting within the first month following execution of this Agreement. Modifications to the scheduled meetings may occur upon agreement of the CITY and the COUNTY Primary Representatives.

4.2.3 Responsibility for Scheduling. The CITY and the COUNTY Primary Representatives shall each alternately be responsible for ensuring that the regular meetings are held.

#### 4.3 Reporting

4.3.1 Significant Occurrences. The SHERIFF or his or her designee will notify the City Manager and Mayor or the CITY's designee in the event of a Significant Criminal Occurrence or Incident within the CITY.

4.3.2 Report Format. The COUNTY will report monthly on criminal activity and on Services provided under this Agreement. The format for the reporting required hereunder shall be as mutually agreed upon by the CITY and by the COUNTY Primary Representatives at the first regular meeting following execution of this Agreement. Any changes in the report format shall be mutually agreed upon in the same manner. The COUNTY agrees to fulfill any additional reasonable reporting requests made by the City Council through the Primary Representative in accordance with the provisions of **Exhibit B, Paragraph B.**

#### 4.4 Key Personnel

4.4.1 Vacancies in Key Personnel. The SHERIFF shall notify the CITY in writing immediately of any vacancies in any Key Personnel position. As soon as practicable after becoming aware of a vacancy or pending vacancy in a Key Personnel position, the CITY, through its Primary Representative, may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in filling such position. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

4.4.2 Personnel Issues. The CITY shall notify the SHERIFF should any personnel problem arise with regard to any personnel performing Services under this Agreement. The notification shall include the known facts which give rise to the problem, and may include a request by the CITY that the SHERIFF transfer or otherwise reassign such employee out of service to the CITY when such employee is failing to effectively perform Services hereunder. The SHERIFF may address the problem within the requirements of the law and the SHERIFF's policies and may, if the situation warrants in the SHERIFF's sole discretion, reassign such employee or take other appropriate action. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce. To the extent legally permissible, the SHERIFF shall provide the CITY Manager with a

report outlining the actions taken, if any, by the SHERIFF to redress the personnel problem.

4.4.3 Internal Investigations In the event that COUNTY personnel performing Services hereunder are involved in an incident for which an internal investigations complaint is received, such complaint shall be investigated according to then - current SHERIFF's policies. To the extent legally permissible, the COUNTY Primary Representative shall notify the CITY Manager of the complaint and status of the investigation as soon as practical. To the extent legally permissible, the notice shall provide the CITY with sufficient detail to allow the CITY to render decisions about potential CITY liability or risk associated with the incident. Nothing in this Section shall be construed to abrogate in whole or in part the right of the Sheriff to hire, discipline, fire, assign or otherwise manage his or her workforce.

4.5 Key Subcontractors. The CITY may provide input to the SHERIFF on the qualifications and characteristics desired by the CITY for any key subcontractors who perform either regular or costly services under the direction of the SHERIFF pursuant to this Agreement. The SHERIFF will provide the CITY with advance notice, whenever practical, of the SHERIFF's intent to engage a key subcontractor and the CITY may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in engaging such subcontractor.

## **SECTION 5. COUNTY RESPONSIBILITIES.**

5.1 COUNTY to Provide Services. The COUNTY, through the SHERIFF, will provide the Services within the Incorporated Area. The description and level of the Services shown on Exhibit A may be modified, increased or decreased only by written agreement of the COUNTY and CITY, except that the Services or levels of Service shall not be decreased if such action shall result in the SHERIFF's Office being unable to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, or (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. During the course of any calendar year for which Exhibits C and D were finalized in the preceding year, any increase or decrease in Services or the level of Services will result in a corresponding increase or decrease in the cost to the CITY, and the Parties must agree in writing to any such amendment to the costs, Services or Service levels associated with any such change prior to such modification. Nothing in this Section shall be construed to require the CITY to pay any amounts in excess of Total Annual Fees without its prior written agreement.

5.2 Services Delivery Standards. Delivery of Services shall at all times conform to the Performance Standards set forth in **Exhibit B** and will generally be, at a minimum, consistent with COUNTY's and the SHERIFF's adopted policies and service standards and with the provision of law enforcement and public safety services to the unincorporated areas of the COUNTY, unless otherwise provided herein. In performing the Services, the COUNTY shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of Colorado. Periodically, the COUNTY or the SHERIFF may modify policies and service standards, so long as the modifications do not decrease the level or standards of Service without written consent of the CITY's Primary Representative.

5.3 COUNTY to Process Certain Citizen Inquiries. The COUNTY shall address all citizen inquiries in a timely and responsive manner.

5.4 COUNTY to Furnish Personnel and Equipment. The COUNTY shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the COUNTY as necessary to provide the Services herein described. The Services are to be provided by the assignment of COUNTY personnel to serve the CITY generally in conformity with **Exhibit C**. The COUNTY shall also provide fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow the COUNTY to provide the Services to be provided to the CITY under this Agreement in a professional and workmanlike manner and in compliance with all local, state and federal laws.

5.5 Identification of Equipment. The COUNTY shall identify vehicles, equipment and uniforms of personnel that regularly provide Services within the CITY under this Agreement with the insignia of the CITY, in a design and format as reasonably agreed to by the CITY and COUNTY Primary Representatives. For uniforms, references to the CITY attached by service tab to the employee's name badge shall be deemed acceptable. The employees of the COUNTY performing Services hereunder shall distribute business cards referencing the employee's name (which may be handwritten) and stating "Serving the City of Centennial." Additional costs associated with use of the CITY logo shall be paid for by the CITY. The COUNTY may also identify such vehicles, equipment and personnel with the COUNTY's standard insignia.

5.6 Written Releases. On all program and other written materials developed as part of the performance of Services hereunder and related programs, the COUNTY shall utilize CITY letterhead or logo, as appropriate, in a design and format as reasonably agreed to by the CITY and COUNTY Primary Representatives. Additional costs, if any, associated with use of the CITY logo shall be paid for by the CITY.

5.7 Fee Collection. Any fees and amounts which are due to the CITY's law enforcement provider under C.R.S. §42-4-1409(9), as amended, if collected by the COUNTY or SHERIFF, shall either be remitted to the CITY or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties.

5.8 Credits. In the event that the COUNTY or SHERIFF receives grants or other rebates, incentives, restitution, insurance proceeds or other funds from any source, which funds are used to pay for the provision of Services or any other costs for which the CITY is otherwise directly obligated to pay hereunder, the COUNTY shall disclose receipt of such funds to the CITY Finance Director and, unless restricted by law or the terms of the grant or other funding source, shall credit the CITY with such amount against any payments due to the COUNTY hereunder.

5.9 New or Amended Ordinances. The CITY may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY. Prior to the CITY passing a new ordinance or amending an existing ordinance to be enforced by the COUNTY, the CITY and the COUNTY shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the CITY will not incur

any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the SHERIFF under any local, state or federal law or regulation. It is expected that the City will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other direct costs must be incurred by the SHERIFF in order to enforce such law.

#### **SECTION 6. CITY DELEGATION OF RESPONSIBILITY.**

The CITY hereby confers the authority on the COUNTY to perform the Services described in Exhibit A of this Agreement, within the Incorporated Area. The CITY confers municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within the Incorporated Area for the purposes of carrying out this Agreement. Authority to perform additional services may be granted to the COUNTY and added to this Agreement by written amendment or memorandum of understanding signed by the Parties. The City hereby designates the SHERIFF as the All Hazards/Disaster/Emergency Manager for the CITY with full authority to act in that capacity pursuant to all federal, state, and local contracts, agreements, plans, grants, laws, rules and regulations. Nothing contained herein shall be construed as a delegation of the responsibilities placed on the CITY under C.R.S. §24-32-2109 (as may be amended), or (a) to otherwise abrogate the CITY's authorities and responsibilities to declare local CITY emergencies or disasters or to otherwise act in accordance with the adopted Arapahoe County Emergency Operations Plan or revise the provisions of such plan when such revision is agreed to in writing by the COUNTY and the CITY, or (b) to otherwise act in accordance with such other local emergency management plan or amendment thereto as may be adopted from time to time with the written approval of the SHERIFF and the CITY.

#### **SECTION 7. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.**

All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the SHERIFF shall be owned by the SHERIFF. All SHERIFF's Office administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the CITY. If a transition plan should be implemented at any time in accordance with this Agreement, all records, documents and electronic data owned by the CITY related to the provision of Services hereunder shall be made available to the CITY at no cost to the CITY until the date that the transition takes effect. After such date, copies of all such records, documents and electronic data shall be made available to the CITY at the actual cost (including staff time) incurred by the COUNTY in preparing, gathering and copying such records. At all times, the SHERIFF shall treat any CITY law enforcement agency as may come into existence in a like manner as the SHERIFF would treat any other similar law enforcement agency concerning the sharing of criminal records.

#### **SECTION 8. COMPENSATION AND BILLING PROCEDURE.**

8.1 Compensation. In consideration for the provision of Services described herein, including all support services as outlined in this Agreement, the CITY agrees to pay the

COUNTY the Total Annual Fees as set forth on **Exhibit D** to this Agreement. The Parties agree that the Total Annual Fees on **Exhibit D** (and the Risk Sharing Costs on **Exhibit E**) shall be re-negotiated each year in accordance with the provisions of Section 8.3.

## 8.2 Billings.

8.2.1 Total Annual Fees shall be allocated and invoiced to the CITY equally over a twelve-month period for every calendar year this Agreement remains in effect. Any other amounts due to the COUNTY in accordance with this Agreement shall be billed and paid as and if incurred pursuant to the timeframes and billing procedures set forth in this Section 8.2.

8.2.2 The allocated Total Annual Fees will be billed by the COUNTY no later than the thirtieth (30th) day of the month. Payments by the CITY will be due within thirty (30) days of receipt of the billing.

8.2.3 All COUNTY invoices shall be sent directly to the CITY Finance Director or his/her designee for review and submission to the CITY Council for final approval.

8.2.4 The CITY Manager or his/her designee shall contact the COUNTY's Finance Director should there be any discrepancies in the invoice or invoices submitted. The CITY may dispute any invoiced amount and may request additional information from the COUNTY substantiating any and all invoiced amounts before accepting the invoice. When additional information is requested by the CITY, the CITY shall advise the COUNTY in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If the CITY disputes an item or invoice and additional information is requested, the CITY shall pay the invoiced amount within thirty (30) days of acceptance of the item or invoice by the CITY following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.

## 8.3 Future Billing Rates.

8.3.1 Development of Annual Budget and Exhibits C, D and E. The Total Annual Fees for Services outlined on **Exhibit D** (incorporating the Risk Sharing Costs outlined on **Exhibit E**) are for anticipated costs and Service levels for 2008. For 2009 and other years that this Agreement is in effect, the CITY and COUNTY representatives shall jointly develop a budget, including discretionary budget additions ("**Decision Packages**") and changes to Services or Service levels, if any, and changes to Risk Sharing Costs as outlined on **Exhibit E** in accordance with Section 11 of this Agreement, if any. Final adoption of the budget (and corresponding **Exhibits C, D and E**) as outlined in this Section shall be effected by official action of approval by the CITY and the COUNTY as set forth in Section 2 of the Agreement, and **Exhibits C, D and E** shall then be replaced and superseded. Throughout the budgeting process, the COUNTY shall allow the CITY's representatives to participate in COUNTY processes for determining the cost of providing Services and Risk Sharing Costs, and the CITY

shall allow the COUNTY representatives to participate in the CITY'S determination of available funding and Service needs. The schedule for development of the annual budget (and resulting Exhibits C, D and E) shall be:

(a) No later than August 1 of each year, the COUNTY and CITY representatives shall meet to discuss current budget and Services, preliminary revisions to Services and Service levels, if any, preliminary revisions to Risk Sharing Costs, if any, and preliminary budget impacts, with a written proposal related to these Services and Service levels (a proposed Exhibits C, D and E for the ensuing year) to be prepared by the COUNTY in advance of the meeting.

(b) Based on such discussions, the COUNTY Primary Representative will provide a preliminary budget to the CITY Primary Representative no later than September 15<sup>th</sup> of each year.

(c) In order to allow the Parties to adopt annual budgets by December 15<sup>th</sup> of each year, a final annual budget for the ensuing year shall be agreed to no later than November 15<sup>th</sup> of the year by the CITY Council and the COUNTY Board of County Commissioners by such action as is contemplated under Section 2 of this Agreement and in accordance with the considerations and obligations set forth in Sections 8.3.3 and 8.3.4 of this Agreement.

**8.3.2 Biannual Market Compensation Survey.** Commencing for Service year 2009 (to be conducted in 2008), the CITY and COUNTY will jointly engage in and equally share costs of a biannual market compensation survey of law enforcement positions matching as closely as possible the duties of SHERIFF'S office personnel providing Services to the CITY hereunder. The Parties agree that attracting and retaining qualified and quality SHERIFF'S personnel is in the best interest of both Parties and the Parties will strive to increase compensation as needed to remain reasonably competitive and attract and retain such personnel. The survey contemplated hereunder shall be completed by August 1<sup>st</sup> of each year in which it is to be conducted.

**8.3.3 Future Annual Budgetary Amounts.** The Parties acknowledge that changes in Services or Service levels or changes in costs to the COUNTY of providing the same Services or Service levels may affect future amounts of Total Annual Fees to be paid by the CITY hereunder (either by increasing or decreasing in correspondence with the changes in costs, Services or Service levels). The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate within budgetary limitations that require both entities to reasonably fund the Services contemplated hereunder while being at all times conscious of costs and of the responsibility to maintain the level and quality of the Services as contemplated by this Agreement. The expectation of the Parties is that the costs to the CITY for each personnel position or for each item of budgeted equipment will be the same as the cost paid by the COUNTY per position or item. Any increase in the Total Annual Fees as adopted on **Exhibit D** for any year of Services hereunder over prior year budgeted Total Annual Fees shall be at all times limited to a percentage no greater than the percentage increase over previous year budget amounts that the COUNTY will

approve for its own COUNTY budget for SHERIFF Services. This COUNTY percentage increase limit shall not be applicable to any new costs that are required because federal or state law imposes a law enforcement or public safety obligation on municipalities not otherwise imposed on counties. Any changes in the Risk Sharing Costs as adopted on **Exhibit E** for any year of Services over prior year budget shall be determined in accordance with Section 11 of this Agreement.

8.3.4 Negotiation of Annual Budgetary Amounts. The Parties understand that preliminary budget estimates for the ensuing year from the COUNTY are subject to change prior to November 15<sup>th</sup> of each year. The preliminary budget (and corresponding preliminary Exhibit D outlining Total Annual Fees) shall be developed with full consideration of the CITY's available funding and Service needs, and the COUNTY's cost of providing Services. Upon receipt of the initial draft preliminary budget (which, in accordance with Section 8.3.1(b), is due to the CITY by the COUNTY by September 15<sup>th</sup> of each year), the Parties' Primary Representatives and Finance Directors will meet and attempt to negotiate any necessary revisions to Services or Service levels to accomplish decreases in Total Annual Fees requested by the CITY. If the above representatives of the Parties are unable to agree by November 1 of each year to revisions in Services or Service levels necessary in order to bring the budget figures within the targeted amount, the CITY shall pay the COUNTY whatever the COUNTY'S costs are for the provision of Services for the following year, subject only to the limitation set forth in Section 8.3.3, and with the level of Services remaining the same as the previous year.

8.3.5 Corrections to Budget. When the payment due hereunder for any budgeted item is based on an allocation of costs methodology and the allocation of costs methodology is determined to be incorrect, the amount paid by the CITY shall be adjusted accordingly for any year subject to the review and mutual consent of the Parties, which consent shall not be unreasonably withheld or denied.

8.3.6 Changes in Incorporated Area. The Parties agree that annexation of additional areas or disconnection will result in a change in the size of the Incorporated Area for Services, and perhaps unique Service needs, and will require the Parties to agree in writing to an adjustment, if any, in the costs to the CITY. The COUNTY and CITY will work together to determine in advance and memorialize in writing additional or decreased costs that may be incurred due to any annexation or disconnection.

8.4 Total Annual Fees. Unless there is mutual written agreement between the Parties, the fees to be paid by the CITY in any year for the Services to be provided by the COUNTY shall not exceed the Total Annual Fees, as such shall be adjusted annually for each year of Services hereunder (through adoption and incorporation of amended Exhibits D and E).

8.5 All Hazards//Disaster/Emergency Management Services.

8.5.1. Deployment of Assets in Emergency. The Parties recognize that certain All Hazards/Disaster/Emergencies may occur which result in the CITY's need for

the SHERIFF to provide emergency management or disaster services. In accordance with Section 6 of this Agreement, the CITY grants to the SHERIFF the authority, as the CITY's All Hazards/Disaster/Emergency Manager, to deploy any qualified and immediately available assets, to include public or private sector assets, which assets shall be accountable to the SHERIFF in the best public interests of the community, up to \$150,000 with the prior approval of the Mayor and/or City Manager whenever possible. Although every effort will be made to consult with the CITY prior to deploying such emergency asset(s), if circumstances so require, the deployment of available emergency assets up to \$150,000 may be accomplished immediately, with subsequent notification to the CITY Manager or the Mayor as soon as practicable. If funds in excess of such amount are required, in accordance with CITY policy, approval of City Council or such other officer of the CITY as the CITY Manager may designate by notice to the COUNTY is necessary. The CITY shall not be responsible for fees for any emergency services not authorized by the CITY in accordance with this paragraph.

8.5.2. Subcontracted Work During Emergency. In the event subcontracted work (from either the private sector or public sector, including the COUNTY) becomes necessary in times of All Hazards/Disaster/Emergency, subcontracted work shall be charged to the CITY based on the actual subcontract amount incurred and paid by the COUNTY (excluding amounts reimbursed by another entity). In addition, the CITY agrees to pay the actual administrative and other costs incurred by the COUNTY (and not paid or reimbursed by any other entity) for creating and monitoring all records generated during an All Hazards/Disaster/Emergency, as well as other reasonable and actual costs incurred by the COUNTY in service to the CITY during an All Hazards/Disaster/Emergency. The COUNTY will keep a record of the time spent by crews and the monies expended in providing services in accordance with this Section and the CITY shall have the right to audit as otherwise provided in this Agreement.

8.5.3 Impact on Budget. In the event the SHERIFF authorizes services in accordance with this Section, to the extent that the cost of such services is not reimbursed by another entity and to the extent possible and desired by the CITY, the Parties shall meet to discuss whether any approved budgeted amounts for Services could be reduced to compensate for All Hazards/Disaster/Emergency expenses which will cause the annual cost to the CITY for Services to exceed the Total Annual Fees. No modification of Services will be made which results in Services or Service levels not meeting the standard set forth in Section 5.1 of this Agreement or without the mutual written agreement of the Parties.

## **SECTION 9. DURATION.**

9.1 Term and Termination. This Agreement shall remain in full force and effect from 12:01 a.m. on February 1, 2008 ("**Effective Date**") until midnight December 31, 2018. Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the CITY or the COUNTY provides the other with written notice by December 31 of any year of its intent to terminate the Agreement commencing at the start of the next calendar year which

begins at least 365 days after the date of the notice of termination. Total Annual Fees for Services, including Risk Sharing Costs, during any automatic renewal period shall be determined in accordance with the provisions of Sections 8 and 11 of this Agreement.

9.2 Other Providers. Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide Services (including a CITY police force) upon the termination of this Agreement.

9.3 Transition. In the event Services covered hereby are not continued, the Parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility for delivering Services from the COUNTY to the CITY or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing Services transfers from the COUNTY to the new service provider and a mutually agreeable transition budget. The transition plan will be developed by the CITY and COUNTY Primary Representatives and will be ready for implementation prior to the date of termination. The transition plan will generally include reasonable costs agreed to by the Parties related to matters, including, without limitation, COUNTY staff time (including training time), data, and materials utilized to assist the CITY with the transition. The COUNTY shall use its best efforts to mitigate any costs incurred in the transition. All costs associated with the transition plan to be paid by the CITY shall be approved in writing by the CITY Manager and shall be actual costs to or incurred by the COUNTY without administrative mark-up.

## **SECTION 10. ANNUAL APPROPRIATION.**

The Parties understand and acknowledge that each of the CITY and COUNTY is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2008, is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.

## **SECTION 11. INDEMNIFICATION AND DEFENSE.**

### **11.1 COUNTY Indemnity.**

11.1.1 To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("CGIA"), the COUNTY shall defend, indemnify and save harmless the CITY, its

officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder, regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising from or in any way related to any incident or matter arising in or on COUNTY jail or detention facility property(ies).

11.1.2 The COUNTY shall copy the CITY Attorney on any correspondence or notices related to any potential claim or claim arising from the COUNTY's Services under this Agreement when the COUNTY can identify the claimant as a Centennial resident.

11.1.3 Whenever any third party (a) files a written notice of claim against the CITY or COUNTY as required under C.R.S. §24-10-109 (as may be amended from time to time). (b) serves the CITY or COUNTY with a summons and complaint or (c) otherwise makes any claim for which the COUNTY shall provide indemnification hereunder (such claim, notice of claim or service of a complaint shall be referred to jointly in this Section as a "Claim"), such Claim shall be received by and acted upon by the COUNTY's Risk Management and Legal Department. The COUNTY shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. The CITY shall promptly forward all such Claims it may receive to the COUNTY Attorney.

11.1.4 In the event that the CITY, its employees, or elected officials are named in any Claim, the COUNTY shall be the responsible party for defense or indemnification under this Agreement. For Claims seeking damages in excess of \$50,000 or for which the COUNTY Attorney adjudges that costs of investigation, defense and damages, if any, may exceed \$50,000 ("**Major Claims**"), the COUNTY Attorney shall consult with the CITY Attorney's Office upon receipt of such Major Claim or potential Major Claim and shall report regularly to the CITY Attorney's Office the status of any investigation or positions taken in regard to same as agreed to by the CITY Attorney and the COUNTY. Action upon such Major Claims may include but not be limited to payment in whole or part, or denial, but only with the written consent of the CITY. The COUNTY may not agree to any settlement or compromise or pledge any funds in settlement of any Major Claim under \$600,000 without the written consent of the CITY.

11.1.5 In no event will the COUNTY be responsible for a claim against the CITY which arises from Services not performed by the COUNTY, as long as such Services are not the obligation of the COUNTY's to perform under this Agreement. In addition, nothing in this Agreement is intended to limit the COUNTY'S or the CITY's immunities or defenses. The COUNTY'S obligation to defend, indemnify and save harmless the CITY, its officers, employees and agents, as set forth in this Section, shall not extend to any costs, claims,

judgments, or awards of damages alleged to be or resulting from any acts or omissions for which it would have governmental immunity if the costs, claims, judgments or award of damages was asserted or made directly against the COUNTY, its officers, employees or agents.

11.2 CITY Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of the CITY, its officers, employees or agents (other than the COUNTY or SHERIFF) associated with this Agreement. Any such claims by third parties based on the acts or omissions of the CITY, its officers, employees, or agents (other than the COUNTY or SHERIFF) shall be received and acted upon by CITY management. The COUNTY shall promptly forward all such claims it may receive to the CITY Attorney.

11.3 Damage to CITY Property. The COUNTY shall promptly provide notice to the CITY of damage or casualty to any CITY property not caused by the COUNTY, its officers, employees and agents, of which the COUNTY may become aware while providing Services under this Agreement, and all related claims against the CITY's insurers or third parties shall be handled through the CITY or its risk or other manager.

11.4 CITY Ordinances. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11.5 Risk Sharing Costs and Exhibit E. In consideration for the indemnification and defense obligations of the COUNTY contained herein, the CITY shall pay as part of the Total Annual Fees provided for under **Exhibit D**, an annual amount as set forth on **Exhibit E** ("**Risk Sharing Costs**"). Both **Exhibits D and E** shall be replaced and superseded annually in accordance with this Agreement.

11.5.1 Amount of Risk Sharing Costs. Such annual Risk Sharing Costs amount shall be paid to the COUNTY as in Section 8.2 and shall be based upon all of the following:

(A) Insurance costs: The CITY's allocation of the SHERIFF's Office allocation of total premium costs incurred by the COUNTY for the following insurance coverage plus a similarly allocated cost of a brokerage/consulting fee:

- Property
- Excess liability (after first \$400,000 per claim)
- Boiler & machinery
- Public dishonesty (crime) coverage
- Excess worker's comp
- Self Insurer's Bond

The CITY's allocation of premium costs (with the exception of premium costs related to Property insurance coverage) shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY insurance costs for each coverage type listed above by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under **Exhibit D** of the relevant year divided by total SHERIFF's Office Budget in the relevant year). The CITY's allocation of premium costs related to Property insurance coverage shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY premium cost for such coverage by a percentage determined by dividing total square footage of real property occupied by the SHERIFF's Office by the total square footage of all real property occupied by all COUNTY offices.

(B) **Minor Claims:** The CITY's allocation of the claims paid for which the total amount paid in settlement or as the result of a judgment was less than \$50,000 ("**Minor Claims**"). For Minor Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Minor Claims incurred by the COUNTY related to SHERIFF's Office services similar to the Services provided under the Agreement, multiplied by the percentage which is determined as follows:

Total amount payable to the COUNTY under **Exhibit D** divided by an amount (equal to the total SHERIFF's Office Budget minus the amount related to detention-related services).

(C) **Major Claims:** The CITY's allocation of the claims paid for which the total amount paid in settlement or as the result of a judgment and/or incurred in the defense or investigation thereof (staff risk management, paralegal and attorney time) was \$50,000 or more ("**Major Claims**"). For Major Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Major Claims incurred by the COUNTY related to the provision of Services under the Agreement.

(D) **Staff Time:** The CITY's allocation of the COUNTY's total cost for staff time involved in processing all claims except Major Claims (such staff time being included in the calculation under subsection (C) of **Exhibit E**) to include time spent by risk management, attorneys and paralegals. Risk management and paralegal time costs are based on total cost to the COUNTY for such positions multiplied by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under **Exhibit D** of the relevant year divided by total SHERIFF's Office Budget in the relevant year). Attorney time costs is based on an estimate of the average of the prior three years' total hours

spent by COUNTY Attorneys on non-detention related claims against the SHERIFF's Office multiplied by a percentage which is determined as follows:

Total amount payable to the COUNTY under Exhibit D divided by an amount (equal to the total SHERIFF's Office Budget minus the amount related to detention-related services).

11.5.2 Data Used in Calculating Exhibit E. Data used in calculating Exhibit E shall be actual or budgeted numbers for the last relevant calendar or budget year.

11.5.3 Limitation on Increase in Annual Risk Sharing Costs. At all times, for each ensuing year of Services hereunder, the annual Risk Sharing Costs shall not be increased beyond the prior year's Risk Sharing Costs subject to an annual limitation ("**Risk Sharing Cap**"). For Service year 2008, the Risk Sharing Cap shall be \$400,000. For each year of Service beyond Service year 2008, the annual Risk Sharing Cap shall be equal to the prior year's Risk Sharing Cap increased only by a percentage equal to the average by which the Insurance premium, minor claims and staff time costs used in calculating the **Exhibit E** Annual Risk Sharing Costs (under 11.5.1(A) (B) and (D) above) increased to the COUNTY. Any decreases in such costs to the County shall cause the annual Risk Sharing Cap to decrease proportionately.

11.5.4 Conference When Annual Risk Sharing Cap Reaches Threshold. The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate to limit exposure to liability to ensure that both entities can continue to reasonably and responsibly fund all necessary governmental services. When and if the annual Risk Sharing Cap calculation performed annually under this Agreement reaches the \$650,000 threshold, the CITY and the COUNTY shall meet in good faith to discuss and evaluate methods and mechanisms to decrease or manage the risk and exposure to both parties, including an evaluation of the allocation of liability and defense obligations under this Agreement.

## **SECTION 12. NO THIRD-PARTY BENEFICIARY.**

The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligation to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

## **SECTION 13. INSURANCE.**

To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the indemnification obligations specified herein, the Parties shall maintain the following insurance coverages.

13.1 Required Policies. Each of the CITY and the COUNTY shall procure and maintain the following insurance coverage, with insurers with an A- VII or better rating as

determined by Best Key Rating Guide, at their own expense. The CITY and COUNTY agree that the CITY'S participation in a public entity self-insurance pool shall satisfy this requirement.

13.1.1 Commercial General Liability insurance with minimum combined single limit of \$2,000,000 (two million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. The COUNTY's policies shall include law enforcement coverage.

13.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure vehicles owned by the CITY. Vehicles used in the provision of Services under this Agreement shall remain in the ownership of the COUNTY.

13.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per occurrence and aggregate.

13.1.4 The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing Services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence to the CITY. Each of the CITY and the COUNTY is responsible for the required and necessary workers' compensation coverage on their respective employees.

13.2 Claims Made Policies. If coverage is provided for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance on a "Claims Made" policy, each of the CITY and the COUNTY agrees to maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of January 1, 2001 or earlier, subject to availability under and terms and conditions of existing policies.

13.3 Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

13.4 Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section at least thirty (30) days prior to the

beginning of the term of this Agreement, and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carrier(s) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.

13.5 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections ("**Protections**") provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("**CGIA**") or otherwise available to the Parties for federal claims. If either the CITY or the COUNTY waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party.

#### **SECTION 14. SUBROGATION.**

The Parties agree to waive the right to subrogation to the limited extent of the obligations for indemnification and defense as provided in Section 11 of this Agreement.

#### **SECTION 15. NON-DISCRIMINATION.**

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

#### **SECTION 16. ASSIGNMENT.**

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

#### **SECTION 17. NOTICE.**

Formal notice or communication to be given by COUNTY or SHERIFF to CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF CENTENNIAL  
12503 East Euclid Drive, Suite 200  
Centennial, Colorado 80111  
Attention: City Manager

with a copy to be mailed to each the CITY Attorney and the Mayor at the same address

Formal notice or communication to be given by CITY to COUNTY or SHERIFF under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

ARAPAHOE COUNTY  
5334 South Prince  
Littleton, Colorado 80166-0001  
Attn: County Attorney  
Attn: Special Assistant to the Board of County Commissioners

ARAPAHOE COUNTY SHERIFF'S OFFICE  
13101 Broncos Parkway  
Centennial, CO 80112  
Attn: Sheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

#### **SECTION 18. COUNTY AS INDEPENDENT CONTRACTOR.**

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between CITY and COUNTY or any of the COUNTY'S agents or employees. To the extent this Agreement creates a principal-agent relationship between the SHERIFF and the CITY, such relationship confers on the SHERIFF and employees of the SHERIFF's Office authority to act on the CITY's behalf only as to matters covered by this Agreement. The COUNTY shall retain all authority for rendition of Services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services by the COUNTY, and within the limitations of the CITY's budget and direction, pursuant to this Agreement. Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the COUNTY or CITY employees by virtue of their employment.

#### **SECTION 19. PUBLIC RECORDS.**

All records of the COUNTY or SHERIFF's Office, including public records as defined in the Colorado Open Records Act ("**CORA**") and records produced or maintained in accordance with this Agreement, are to be retained and stored at the COUNTY offices and opened for public inspection in accordance with COUNTY policies. CORA public records requests for such records shall be processed by the COUNTY. For purposes of CORA, the SHERIFF is the custodian of all records produced or created as a result of this Agreement.

#### **SECTION 20. AUDITS AND INSPECTIONS.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY, or the designee of either during the term of this Agreement and three (3) years after termination. The cost

of any audit or review shall be borne by the requesting Party. In addition, at the CITY's cost, the CITY shall have the right to conduct, either itself or through a designee, an audit of the Services provided to the CITY and associated costs. The Parties shall make available for inspection and review by the auditor selected by the requesting Party all information relevant to the matter under audit. Any such inspections or audits shall be conducted during normal business hours or at reasonable times and, when possible, with prior notification to the Party being audited or inspected.

**SECTION 21. WAIVER.**

No waiver by the CITY, COUNTY or SHERIFF of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**SECTION 22. ENTIRE AGREEMENT.**

This Agreement and the Arapahoe County Emergency Operations Plan as it affects the CITY, as in effect and as may be amended from time to time by written authorization of the Parties, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose.

**SECTION 23. SURVIVAL UPON TERMINATION.**

Any obligations which are required to be fulfilled even after termination of the Agreement, to include those obligations on the Parties set forth in Sections 5.8, 7, any transition plan developed under 9.3, 11 (as to claims arising under this Agreement), 12, 13 (as to insurance required to cover claims arising under this Agreement), 14 and 19 shall survive termination of this Agreement.

**SECTION 24. AMENDMENT.**

Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both the CITY and the COUNTY.

**SECTION 25. GOVERNING LAW, VENUE AND ENFORCEMENT.**

This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**SECTION 26. CAPTIONS.**

The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**SECTION 27. FILING.**

Following its execution by the Parties, copies of this Agreement, together with the resolutions of the COUNTY Board of County Commissioners and the CITY Council approving and ratifying this Agreement shall be filed with the with the CITY Clerk and the COUNTY Clerk and Recorder.

**SECTION 28. SEVERABILITY.**

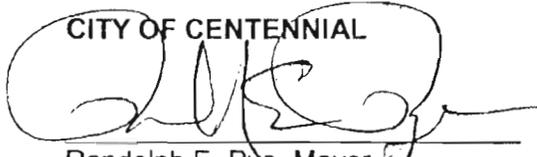
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

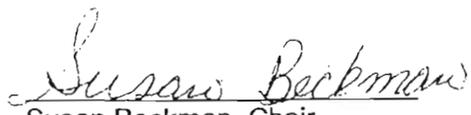
**SECTION 29. TERMINATION OF PRIOR AGREEMENT.**

As of the Effective Date and *only as to those Services contemplated under this Agreement*, the Intergovernmental Agreement Between Arapahoe County and the City of Centennial to Provide Municipal Services, effective as of January 1, 2004 ("**IGA**"), and the letter of understanding between the CITY and the COUNTY dated December 27, 2007, continuing the effectiveness of the IGA, are hereby terminated.

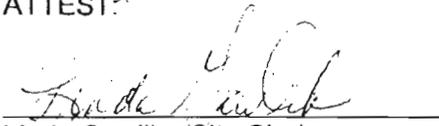
**[The remainder of this page is left intentionally blank. Signature page follows]**

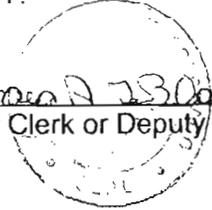
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

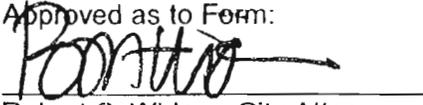
**CITY OF CENTENNIAL**  
  
Randolph E. Pye, Mayor  
JANUARY 23, 2008

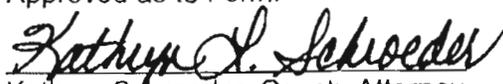
**COUNTY OF ARAPAHOE**  
  
Susan Beckman, Chair,  
Board of County Commissioners  
January 29, 2008

  
J. Grayson Robinson, Sheriff  
Arapahoe County Sheriff's Office  
JANUARY 23, 2008

ATTEST:  
  
Linda Gawlik, City Clerk

ATTEST:  
  
County Clerk or Deputy  


Approved as to Form:  
  
Robert C. Widner, City Attorney

Approved as to Form:  
  
Kathryn Schroeder, County Attorney

**EXHIBIT A**  
**DESCRIPTION OF LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

A. The Arapahoe County SHERIFF's Office shall provide the public safety services as set forth on page 3 of this Exhibit A, which also includes all of the following services following services ("Services") under this Agreement:

1. Reactive patrol to enforce federal and state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the CITY's municipal court.
2. Proactive patrol to prevent and deter criminal activity.
3. Traffic patrol to enforce applicable traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic or movement and vehicular registration.
4. Investigation of crimes by deputies (investigators) assigned to a criminal investigation unit investigating such crimes as major crimes, drug offenses (through South Metro Drug Task Force), fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Special operations services such as canine patrol, hostage negotiations, SWAT, and bomb disposal.
6. Communications services, including call receiving, dispatch, and reports.
7. Community service and community crime prevention deputies, including school resource officers.
8. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
9. Command and support staff.
10. Administrative services including planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other COUNTY agencies in support of the COUNTY SHERIFF's Office.
11. As and if budgeted by the CITY and the COUNTY, legal advisor to the SHERIFF's Office.
12. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the

CITY Manager or his/her designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the SHERIFF, acting for the COUNTY, undertake emergency management/disaster services he or she deems necessary without prior consultation of the CITY representative, the CITY representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.

13. Liquor code compliance and enforcement and law enforcement liaison to liquor licensing authority.
14. As and if budgeted by the CITY, security detail at CITY offices. "Security detail" shall not include responding to calls for service from or at CITY offices which shall be part of the Services provided hereunder.

B. The COUNTY shall NOT be required to provide enforcement of general land use, nuisance or zoning provisions. The municipal ordinances for which the COUNTY SHALL provide services under this Agreement include:

1. The general penalty provisions of the Municipal Code,
2. All ordinances codified in Chapter 8 (Vehicles and Traffic) of the City of Centennial Municipal Code,
3. All ordinances codified in Chapter 10 (General Offenses) of the City of Centennial Municipal Code,
4. Section 11.5.2(B) (Illegal Parking of a Semi-Tractor, Truck or Semi-Trailer) of the Land Development Code as adopted by the City of Centennial.
5. Police back-up for animal control and code enforcement in the event of a dangerous or potentially dangerous situation or encounter.
6. Information on the registration of motor vehicles or criminal histories at the request of the CITY management or code enforcement.
7. Service of municipal summons, complaints and penalty assessments.
8. Seizure of property related to CITY tax matters at the direction of CITY management.

C. The COUNTY shall provide all resources, personnel, material and equipment necessary to satisfactorily render the Services described herein.

D. In addition to reporting requirements otherwise required under this Agreement, the COUNTY shall provide the CITY with its annual CALEA report.

E. Should the CITY require future animal control enforcement services from the COUNTY through the SHERIFF's Office, the CITY and COUNTY agree to negotiate in good faith the terms and conditions under which enforcement of the CITY's animal control ordinance, codified at Article 7 of Chapter 7 of the City of Centennial Municipal Code, would be an additional Service provided under this Agreement.

# Arapahoe County Sheriff's Office Public Safety Services for the City of Centennial

<p><b>Office of the Sheriff</b>          Budget Administration          Public Information          Policy Analysis          Homeland Security          Emergency Management          Contract Administration  <b>Administration</b>          Accreditation          Internal Investigations          Human Resources          Training          Research and Development          Concealed Weapons          Inspections  <b>Communications</b>          Communications Center          Call Dispatch          After Hours City Contact          E911          Emergency Medical Dispatch          Critical Incident Dispatch  <b>Records</b>          Records Management          Traffic Citation Management          Crime Statistics Reporting  <b>Graffiti Program</b>          Reporting and Documentation          Graffiti Removal          Investigation  <b>Task Force Participation</b>          South Metro Drug Task Force          Front Range Drug Task Force          Metro Gang Task Force          Joint Terrorism Task Force          FLAG Fugitive Apprehension          RCMFL Computer Forensics</p>	<p><b>Patrol</b>          Patrol Precinct Teams          Community Resource Officers          FTO Program          K-9 Unit          SWAT Team          Bicycle Program          Business Resource Program          Impact Team          Community Service Officer          Explorer Program          Traffic Team          Motorcycle Traffic          Enforcement          School Resource Officers          DUI Enforcement Program          Truck Inspections          Neighborhood Watch          Gang Intervention Team          Crisis Intervention Team CIT          Hostage Negotiators          Crime Prevention          STOP Program          Alive At 25 Safety Program  <b>Investigations</b>          Crimes Against Persons          Crimes Against Property          Child Victim Unit          Fraud Unit          Liquor Investigations          Victim Advocate Unit          Crime Lab          Property and Evidence Section          Environmental Crimes Unit          Bomb Squad          Computer Forensics Investigator          Juvenile Unit  <b>Special Investigations</b>          Sex Offender Registration          Criminal Intelligence          Vice and Illegal Gambling          Executive Protection          Gang Crime</p>
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**EXHIBIT B**  
**PERFORMANCE STANDARDS**

- A. The SHERIFF's Office shall maintain at all times for the duration of this Agreement, conformity with the standards in effect in 2007 for its accreditation by the Commission on Accreditation for Law Enforcement Agencies ("CALEA"), demonstrating the applicable standards promulgated by CALEA and required for such accreditation. To the best of its ability, the SHERIFF's Office shall maintain at all times for the duration of this Agreement its accreditation by CALEA.
  
- B. In addition to the regular reporting required under this Agreement, the COUNTY shall respond in a timely manner to occasional reasonable requests from the CITY for additional data or information on the Services performed, invoices received, facts surrounding a particular matter or overall statistical data. Reasonable requests shall be requests for information that can be fulfilled by COUNTY by dedicating no more than approximately four hours of staff time to fulfilling. Requests requiring dedication of more than approximately four (4) hours of staff time to fulfill shall be billed by the COUNTY and paid by the CITY at the hourly rate of the employee(s) assigned to fulfill such request. At the CITY's request, the COUNTY shall provide an estimate of such costs in advance to the CITY.
  
- C. The COUNTY regularly communicates Significant Criminal Occurrences or Incidents prior to release of such information by the COUNTY to the public.
  
- D. The COUNTY implements within the Incorporated Area all SHERIFF's office policies and procedures and maintains a copy of current police procedures on file at the SHERIFF's Office location for the CITY's reference. The SHERIFF or Undersheriff shall notify the CITY Manager of any procedures or changes that either supplement or affect the CITY's established goals and objectives for the Services.
  
- E. The COUNTY will regularly analyze call load data and adjust existing staffing to maximize response time and increased visibility.

Centennial Assigned Personnel 2016			Centennial Assigned 2015	Centennial Assigned 2016
<b>Patrol Deputies</b>				
107040995	Public Safety	Patrol-General Fund-Centennial	78	78
107040998	Public Safety	School Resource Section - Centennial	7	7
107040999	Public Safety	Traffic Unit - Centennial	9	9
<b>Investigations and Support</b>				
107020992	Support Services	Environmental Crimes - Centennial	1	0
107020991	Support Services	Emergency Management - Centennial	2	3
107010997	General Administration	Administration - Centennial	2	0
107040988	Support Services	Community Resources - Centennial	1	1
107020994	Support Services	Human Resources - Centennial	2	2
107020995	Support Services	Training - Centennial	2	2
107020996	Support Services	Office of Professional Standards - Centennial	2	2
107020999	Support Services	Telecommunications - Centennial	1	1
107020997	Support Services	Communications - Centennial	16	16
107040994	Public Safety	Property and Evidence - Centennial	2	2
107040995	Public Safety	Support Staff - Crime Analyst	1	1
107040996	Public Safety	Crime Lab - Centennial	3	4
107040997	Public Safety	Investigations - Investigators - Centennial	27.75	27.75
107040997	Public Safety	Investigations - Support Staff - Centennial	4	4
107020990	Support Services	Records - Centennial	6	6
107020998	Support Services	Budget and Logistics - Centennial		2
<b>Total</b>			<b>166.75</b>	<b>167.75</b>

## Schedule D - Final (as of December 9, 2015)

Patrol Deputies	Final 2015 Centennial Cost	Adopted 2016 Centennial Cost	Variance From 2015
Patrol	\$ 10,096,904	\$ 10,588,822	\$ 491,918
Traffic Enforcement	\$ 1,459,746	\$ 1,459,746	\$ -
Community Resources	\$ 128,035	\$ 130,511	\$ 2,476
School Resource Section	\$ 902,462	\$ 808,854	\$ (93,608)
SWAT	\$ 81,295	\$ 81,295	\$ -
<b>Sub Total</b>	<b>\$ 12,668,442</b>	<b>\$ 13,069,228</b>	<b>\$ 400,786</b>

## Investigation and Support Elements

Investigations	\$ 3,475,347	\$ 3,569,789	\$ 94,442
Crime Lab	\$ 291,653	\$ 328,098	\$ 36,445
Communications	\$ 1,103,467	\$ 1,114,014	\$ 10,547
Emergency Management	\$ 262,235	\$ 352,604	\$ 90,369
Environmental Crimes	\$ 160,434	\$ 74,099	\$ (86,335)
Liquor Enforcement	\$ 46,034	\$ 47,856	\$ 1,823
Administration	\$ 210,580	\$ 221,042	\$ 10,462
Office of Professional Standards	\$ 254,575	\$ 267,604	\$ 13,029
Human Resources	\$ 251,072	\$ 238,035	\$ (13,037)
Training	\$ 333,335	\$ 343,654	\$ 10,319
Property and Evidence	\$ 167,546	\$ 170,650	\$ 3,104
Telecomm	\$ 321,004	\$ 325,581	\$ 4,577
Information Management	\$ 446,856	\$ 472,474	\$ 25,618
Warrants	\$ -	\$ -	\$ -
Civil Process/Fugitive Transport	\$ -	\$ -	\$ -
Detentions	\$ -	\$ -	\$ -
Detentions Medical	\$ -	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 7,324,138</b>	<b>\$ 7,525,500</b>	<b>\$ 201,363</b>

2016 Budget Packages	Final 2015 Centennial Cost	Adopted 2016 Centennial Cost	Variance From 2015
Body Worn Camera Technician (1) FTE	\$ -	\$ 76,157	\$ 76,157
Body Worn Cameras - Patrol (86 cameras)	\$ -	\$ 135,250	\$ 135,250
<b>Total</b>	<b>\$ -</b>	<b>\$ 211,407</b>	<b>\$ 211,407</b>

**Sheriff's Office Total** \$ 19,992,580 \$ 20,806,135 \$ 813,556

	Final 2015 Centennial Cost	Adopted 2016 Centennial Cost	Variance From 2015
Indirect Costs	\$ 1,763,511	\$ 1,825,234	\$ 61,723
Vehicle Replacement Cost	\$ 167,348	\$ 199,690	\$ 32,342
On-going radio replacement	\$ -	\$ -	\$ -
Computer Replacement Costs	\$ 48,931	\$ 43,753	\$ (5,178)
Mobile Data Terminal Replacement	\$ -	\$ 416,561	\$ 416,561
Contract Administration	\$ -	\$ -	\$ -
Liability Costs	\$ 162,795	\$ 162,169	\$ (626)
<b>Subtotal</b>	<b>\$ 2,142,585</b>	<b>\$ 2,647,407</b>	<b>\$ 504,822</b>
<b>Littleton Reimbursement for SROs*</b>	<b>\$ (155,772)</b>	<b>\$ (158,661)</b>	<b>\$ (2,889)</b>

\* Littleton Public Schools has agreed to pay fifty percent (50%) of the salary and benefits for the School Resource Officers assigned to the Littleton Public Schools.

**Sub total with Indirect Costs** \$ 21,979,393 \$ 23,294,881 \$ 1,315,488

2016

The intent of the calculations in Exhibit E is to determine a cost for the County accepting and defending claims against the Sheriff's Office in the performance of their duties. The general methodology is to consider the costs to the County to provide this as part of the intergovernmental agreement and allocate a proportionate share to the City of Centennial related to the provision of law enforcement services.

**A. PREMIUM COST**

	County 2015 Insur. Cost	ACSO 2015 Insur. Cost	ACSO Centennial Allocation
Property	\$ 196,711	\$ 61,370	\$ 17,741
Excess Liability, All Lines	247,538	88,138	25,479
Boiler & Machinery	-	-	-
Public Dishonesty (Crime) Coverage	6,225	2,216	641
Excess Workers Compensation	99,288	35,352	10,220
Self Insurers Bond/Other	6,408	2,282	660
Brokerage/Consulting Fee	29,314	10,438	3,017
	<u>\$ 585,484</u>	<u>\$ 199,796</u>	<u>\$ 57,757</u>

**B. MINOR CLAIMS**

Year	Claims Incurred	Centennial Claim %	Centennial Allocation
2010	46,833	62.4%	29,205
2011	167,926	62.4%	104,718
2012	50,003	62.4%	31,182
2013	113,122	62.4%	70,543
2014	70,259	62.4%	43,813
Average	89,629	62.4%	\$ 55,892

**C. MAJOR CITY CLAIMS (Greater than \$50,000)  
(Includes legal expenses related to claims)**

Year	Claims/Legal Incurred
2010	-
2011	-
2012	-
2013	-
2014	-
Average	-

**E. ALLOCATIONS**

Total FTE for County 2015	2010.90
Total FTE for ACSO 2015	716.00
ACSO % of Total FTEs for 2015	35.6%
Total 2015 ACSO Budget	76,032,091
Total 2015 ACSO Centennial Budget	21,979,393
Centennial % of ACSO Budget	28.9%

**D. STAFF/ADMIN. TIME**

	Total Cost	ACSO Portion	Centennial Portion	Centennial Allocated Cost
Total 2015 ACSO Budget	76,032,091			
LESS: 2015 Detentions Related	40,785,975			
Remaining 2015 ACSO Budget	35,246,116			
Total 2015 ACSO Centennial Budget	21,979,393			
Centennial % of Non-Detention Budget	62.4%			
Risk Manager	\$ 97,443	35.6%	28.9%	\$ 10,030
Paralegal	\$ 73,037	35.6%	28.9%	\$ 7,518
Attorney	\$ 107,140	100.0%	28.9%	\$ 30,972
				<u>\$ 48,520</u>

**F. TOTAL CENTENNIAL PORTION FOR ACSO LIABILITY \$ 162,169**



## Board Summary Report

**Date:** November 10, 2016

**To:** Board of County Commissioners

**Subject:** Appointing a replacement to fill an upcoming vacancy in Office of County Assessor

### Background and Discussion

Pursuant to Section 30-11-117 of the Colorado Revised Statutes and Section 9 of Article XIV of the Colorado Constitution, in the case of a vacancy in the Office of Assessor, the Board of County Commissioners has the power to fill the vacancy by appointment until the next general election.

Arapahoe County Assessor Corbin Sakdol has submitted a letter indicating that he intends to resign, with his last day being January 6, 2017. In his letter, Assessor Corbin Sakdol respectfully requests that the Board appoint Chief Deputy Assessor Marcus Scott as the Assessor, effective January 7, 2017. A copy of the resignation letter and of Marcus Scott's CV are attached.

The purpose of this study session is for the members of the Board of County Commissioners to discuss how they plan to proceed with regard to appointing a replacement to fill the vacancy in the Office of Assessor that will be created by the resignation of Assessor Corbin Sakdol.

### Alternatives

Only the Board of County Commissioners has the power to fill the vacancy in office of the Assessor.

### Fiscal Impact

None.



**ARAPAHOE COUNTY**  
**COLORADO'S FIRST**

**Corbin Sakdol**  
Assessor

**OFFICE OF THE ASSESSOR**  
5334 South Prince Street  
Littleton, Colorado 80120-1136  
Phone: 303-795-4600  
TDD: 303-795-4645  
Fax: 303-797-1295  
www.arapahoegov.com  
assessor@arapahoegov.com

November 1, 2016

Board of County Commissioners  
Arapahoe County Government  
5334 South Prince Street  
Littleton, Colorado 80120

Arapahoe County Board of County Commissioners,

After 27 years of dedicated service in the Arapahoe County Assessor's Office, and 10 years as your elected Assessor, I have made the decision to retire. Please accept this letter as official notice that my last day as the Arapahoe County Assessor will be January 6, 2017. My decision to retire from Arapahoe County is difficult, however it is based upon my multiyear succession plan and term limits that prevent me from running for election in 2018.

It is important that the leadership of the Assessor's office continue with an appointment that has the experience, qualifications and dedication to run this complex office. This office is responsible for the appraisal of over 200,000 properties including residential, highly complex commercial properties, vacant land, agricultural and business personal property. The valuation results are certified and relied upon by 360 Arapahoe County taxing districts including our county, school districts, fire districts and cities, among others.

I am extremely proud to lead the devoted women and men who work in the Assessor's Office. They deserve a leader who understands the significance of their jobs, the state statutes, the certification process, mass appraisal methods, as well as the challenging appeals process and licensing requirements, they must adhere to. The taxpayers of this great county should demand nothing less.

It has been an extreme honor that the voters elected me for three terms to serve the 600,000 citizens. I am proud of our many accomplishments. The challenging valuation and certification process has been completed annually, on time while implementing budget cutting measures. We have passed every mandatory annual state audit. We successfully completed the conversion to a new computer system saving the county several hundred thousand dollars annually. I was proud to serve as President of the Colorado Assessor's Association and on their Executive Board for many years. One of the greatest honors was being voted by my peers as the 2010 Colorado Assessor of the Year. I currently serve on the Governor appointed Statutory Advisory Committee to the Property Tax Administrator and have worked on many legislative issues.

It is important that this office not fall into the hands of an inexperienced political appointee. For this office to continue to be successful, it must be run by an individual with hands-on experience, qualifications and advanced appraisal licensing. The Board of County Commissioners (BOCC) is responsible to fill a vacancy in a county-wide elected office. I am respectfully requesting the BOCC put in process the appointment of Chief Deputy Assessor, Marcus Scott, MAI, to fill the vacancy that will be created by my retirement, and that the appointment be effective starting January 7, 2017.

I have been truly blessed to serve with many highly dedicated elected officials, county directors and staff.

Respectfully,

Corbin S. Sakdol, Assessor

**MISSION**

Enhancing your quality of life through exceptional delivery of services and efficient use of public funds.

# Curriculum Vitae

**Marc Scott, MAI**

303-795-4622 ~ mscott@arapahoegov.com

## EXPERIENCE

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- Actively engaged in the real estate and appraisal professions for 35 years
- Experience includes commercial, industrial, multi-family residential, recreational, and special use properties
- Appraisals performed for purposes of sale/purchase, financing, estate and gift tax, business planning, ad valorem purposes and condemnation. Feasibility and marketability studies have also been performed as well as cost-benefit analyses for special improvement districts
- Appraised a wide variety of limited market properties including administrative municipal buildings, jails, prisons and detention centers, elementary schools, gondola terminals, airport hangars, grain elevators, long-term land leases, conservation easements, and transportation corridors, as well as numerous golf courses and country clubs
- Prior to joining Arapahoe County the appraisal practice was primarily litigation based with expert witness testimony provided in numerous courts and administrative tribunals, representing both private property owners and government agencies

## WORK HISTORY

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### Arapahoe County Assessor's Office

- Chief Deputy Assessor 2013 - Present  
Directs the strategic operations of the Arapahoe County Assessor's Office including compliance with state mandated reporting, process deadlines, annual reports, appraisal of real and personal properties, data collection, provides public interface and assistance for all processes. Responsibilities include management and oversight of all appraisal divisions (commercial, residential, land, agricultural, personal property) and administrative departments including audit compliance.
- Sr. Appraiser Commercial Department 2011 - 2013  
Served as commercial staff appraiser with technical duties associated with the collection and analysis of market data relating to real property, and valuing property for assessment purposes. Responsibilities included preparation of USPAP compliant appraisals of complex commercial properties with expert witness testimony provided at all levels of appeal.

### Asset Valuation Advisors, LLP / Centennial, CO

2003 - 2011

- Partner, commercial real estate appraisal and consulting practice

### Scott, Stahl & Burbach, LLP\* / Denver, CO

1988 - 2003

- Partner, commercial real estate appraisal and consulting practice; reached a maximum size of 15 appraisers in the mid 1990s  
\*later Scott, Stahl, Burbach & Decker, LLP

Responsibilities within these appraisal practices were comprehensive including general management of administrative staff and appraisers, negotiation of fee arrangements with clients, property inspections, data collection and analysis, appraisal review and scheduling, and coordination of larger projects with partners, as well as preparing fully documented commercial appraisal reports for established clients. Marketing of the practice included written articles, occasional speaking engagements and preparation of industry data reports such as a CBD parking survey and a semi-annual real estate investment survey newsletter

## CLIENT SAMPLE

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### Lenders

- Adams Bank & Trust
- Community First Financial
- First National Bank of Telluride
- Castle Rock Bank
- Telluride Financial Resources
- First State Bank of Taos
- Key Bank of Colorado
- Citizens State Bank of Ouray
- Bank of Colorado
- American National Bank
- Guaranty Bank and Trust Co.
- Pueblo Bank and Trust
- Pitkin County Bank & Trust Company
- Stearns Bank Arizona
- Citywide Banks
- BankWest
- Lafayette Life Insurance Company
- US Bank, Trust Department

### Developers / Owners / Consultants

- Union Pacific Railroad
- Wal-Mart Stores, Inc.

- Telluride Ski & Golf Company
- Grant Properties
- Rocky Mountain PBS
- Southern Pacific Real Estate Enterprises
- Cherokee Ranch & Castle Foundation
- Catamount Development, Inc.

Government Agencies

- Arapahoe County, Colorado
- Crowley County, Colorado
- Douglas County, Colorado
- Garfield County, Colorado
- Kit Carson County, Colorado
- Larimer County, Colorado
- City of Aurora
- City of Fort Lupton
- Telluride Gondola Transit Authority
- Perry Park Water & Sanitation District
- U.S. Department of Veterans Affairs
- Boulder County, Colorado
- City and County of Denver
- Eagle County, Colorado
- Jefferson County, Colorado
- Lake County, Colorado
- Montrose County, Colorado
- City of Evans
- City of Lone Tree
- Colorado Department of Transportation
- U.S. Department of Military Affairs
- U.S. General Services Administration

**EDUCATION / PROFESSIONAL MEMBERSHIPS**

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- Colorado State University 1968 - 1972
  - Bachelor of Arts Degree in Social Sciences
- American Institute of Real Estate Appraisers / Appraisal Institute 1980 - present
  - All courses leading to MAI designation and numerous courses & seminars for continuing education
  - Chair of numerous committees, service on the Board of Directors and Officer positions of the Colorado Chapter of the Appraisal Institute
  - President of the Colorado Chapter of the Appraisal Institute in 2000

**LICENSES AND CERTIFICATIONS**

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- Certified General Appraiser, Colorado (#CG1313135) 1991
- MAI Member of the Appraisal Institute (#6992) 1984
- Licensed Real Estate Broker, Colorado (Currently Inactive Status) 1976
- Licensed Real Estate Salesman, Colorado 1973
- Continuing Education Requirements Completed, Appraisal Institute & State of Colorado

**COURT TESTIMONY**

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- U.S. Bankruptcy Court (Denver)
- District Courts in Adams County, Arapahoe County, Denver County, Douglas County, El Paso County, Jefferson County, Montrose County
- Superior Court of Justice, Ontario, Canada
- Colorado State Board of Assessment Appeals
- Various County Boards of Equalization
- Binding Arbitration Hearings (Witness & Arbitrator)
- Court Appointed Partition Commission (Chairman)

**PUBLICATIONS AND PRESENTATIONS**

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- Colorado Association of Tax Appraisers (CATA)
- Colorado County Attorneys Association
- Served on the Certification Steering Committee, assisted in preparation of the Sunrise application for the initial licensure of appraisers in Colorado, and provided testimony at the Colorado Legislature on that issue
- Provided testimony at the initial sunset review of the appraiser licensure program for the Department of Regulatory Agencies
- Consulted with the College of Business at Colorado State University on scholarships and other real estate related issues

**COMMUNITY SERVICE**

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- Arapahoe County Open Space & Trails Advisory Board 2005 - 2012
- Aurora Colorado Municipal Building Corporation 1988 - 1995



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

## Board Summary Report

**Date:** November 2, 2016  
**To:** Board of County Commissioners  
**From:** Todd Weaver, Budget Manager  
**Subject:** Final Review of the 2017 Budget and 2016 Third Quarter Budget Review

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### **Purpose and Recommendation**

The purpose of this study session is two-fold. The first objective is to review the current status of the proposed 2017 Arapahoe County, Arapahoe Law Enforcement Authority, Arapahoe County Recreation District, and the Arapahoe County Water and Wastewater Public Improvement District budgets. The recommended budget was presented to the Board of County Commissioners on October 11<sup>th</sup> during a public hearing and study session held on October 18<sup>th</sup>. Changes that have impacted the 2017 budget amounts since then will be discussed and reviewed with the BOCC during this study session.

The second topic for the study session is to update the Board of County Commissioners (BOCC) on the status of the 2016 County budget, to review the fiscal status of Arapahoe County, and discuss various supplemental appropriation requests that will be reviewed by the Executive Budget Committee. These supplemental appropriation requests will be presented and the Board will be asked to review these proposals and decide which should go forward to a public hearing on December 6<sup>th</sup>, 2016.

### **Background**

#### **Review of the 2017 Budget**

The 2017 recommended budget was presented to the BOCC on October 11<sup>th</sup> along with the recommendations of the Executive Budget Committee (EBC) on October 18<sup>th</sup>. At that time, the General Fund operating budget was balanced with an \$85,741 surplus, however, it was noted that there were a number of items that would need to be recalculated and finalized prior to the adoption of the budget in early December. Among the items to be revised was a complete recalculation of the County's payroll costs in order to capture changes that have occurred since August, recalculation of the property tax revenue based on revised assessed values from Assessor, intergovernmental rental charges for County fixed assets, and several other administrative budgetary items. In addition, the discussion on October 18<sup>th</sup> included the possibility of funding a request from the District Attorney regarding an Elder Abuse Unit and additional funding needed for the County landfill. These requests have been reviewed by the Executive Budget Committee and will be part of the presentation materials for this study session.

The study session will review these changes and their impact on the 2017 budget, especially the General Fund operating budget and other significant operating funds and authorities. Barring any further significant changes to the proposed budget, the direction of the BOCC at this study session to proceed should result in a balanced General Fund operating budget for 2017 along with budgets for all other County funds and authorities.

### **3<sup>rd</sup> Quarter Budget Review**

Attached to this report is background information on the economy, major fund projections, and the list of requested supplemental appropriations as of the end of the 3<sup>rd</sup> Quarter, 2016. The first section of the supplemental request page identifies supplemental appropriation requests that would have an impact on the 2016 budget that require a Board discussion and decision to move forward. The second section shows supplemental appropriation requests that have a neutral impact on the 2016 budget from an expenditure standpoint and generally involve grant funds or additional revenue.

The 2016 budget was balanced and adopted on December 8, 2015. Since that date, supplemental appropriations, transfers and reappropriations have been added to the original adopted 2016 budget. This amended budget is the basis for department and elected office projections and supplemental appropriation requests. During the third quarter of 2016, some departments and offices have identified areas or issues requiring modifications to their budgets and have submitted these needs as supplemental appropriation requests. For the 3<sup>rd</sup> Quarter of 2016, there are a number of supplemental requests for the 2016 budget that require a discussion and decision by the BOCC as well as a number that are budget neutral and have corresponding revenues to offset expenditures. A full list of all supplemental appropriation requests is included in the attached documentation.

The Executive Budget Committee (EBC) will meet to discuss these requests prior to the November 14<sup>th</sup> study session. The Finance Department will present the Committee's recommendations to the Board for their review and approval at the study session. Before making decisions on these amendments, the Board of County Commissioners may wish to consider the attached background information on the status of the economy and the current financial status of the County.

Departments and elected offices were asked to provide revenue and expenditure projections based on what they have seen through the end of the 3<sup>rd</sup> Quarter of the 2016 budget year. The projections will provide a look at where the County may be financially by the end of fiscal year 2016 and in future budget years based on certain assumptions. From this information, we have projected the fiscal status and have identified potential revenue and expenditure issues for five major County funds: the General Fund, Social Services Fund, Arapahoe Law Enforcement Authority Fund, Road and Bridge Fund, and the Capital Expenditure Fund.

### **Link to Align Arapahoe**

The review of the County's fiscal status and financial projections for the future including adopting a structurally balanced General Fund operating budget are in keeping with the County's objective of Fiscal Responsibility related to maximizing the County's financial sustainability and the responsible use of taxpayer funds.

### **Discussion**

A discussion of the current status of the 2017 budget for the General Fund and other County funds will be held with the BOCC at this time to get final direction on further modifications or changes in preparation for adoption of the budget on December 13<sup>th</sup>. The discussion will also cover a brief overview of revenue and expenditure forecast assumptions, the financial forecasts for the five major funds, and supplemental requests as it relates to the fiscal status of the County at the end of the 3<sup>rd</sup> quarter of 2016.

### **Alternatives**

The Board of County Commissioners can give staff direction to further modify the 2017 Budget prior to adoption at a public hearing on December 13<sup>th</sup>. The Board of County Commissioners can give staff direction to advance the supplemental appropriation requests for the 3<sup>rd</sup> Quarter Budget Review for adoption during a public hearing on December 6<sup>th</sup> or decide to not supplement the budget at this time.

**Fiscal Impact**

The fiscal impact will be the net amount of supplemental requests approved during this study session to be formally adopted by resolution at a public hearing on December 6<sup>th</sup>, 2016.

The fiscal impact of the 2017 budget will be equivalent to the amounts adopted by the BOCC at the December 13<sup>th</sup> public hearing for the upcoming fiscal year.

**Approved By:**

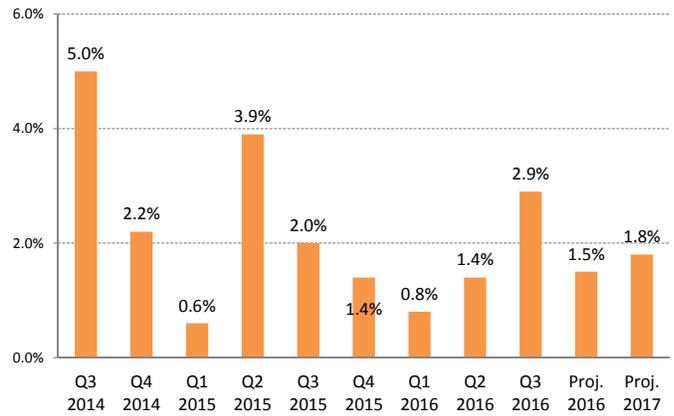
Janet J. Kennedy, Finance Director  
John Christofferson, Deputy County Attorney

# Economic Indicators – Q3 2016

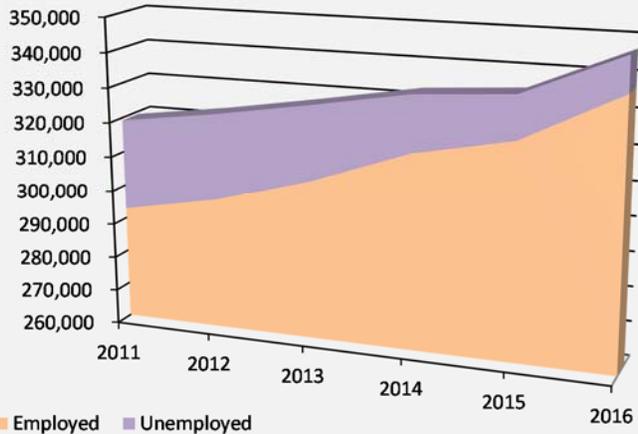
## Inflation



## GDP Growth



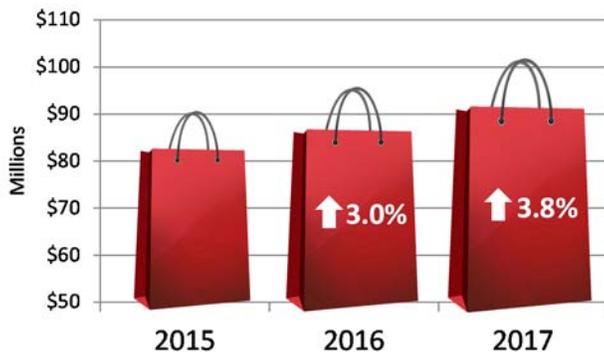
## Arapahoe County Labor Force



## Unemployment



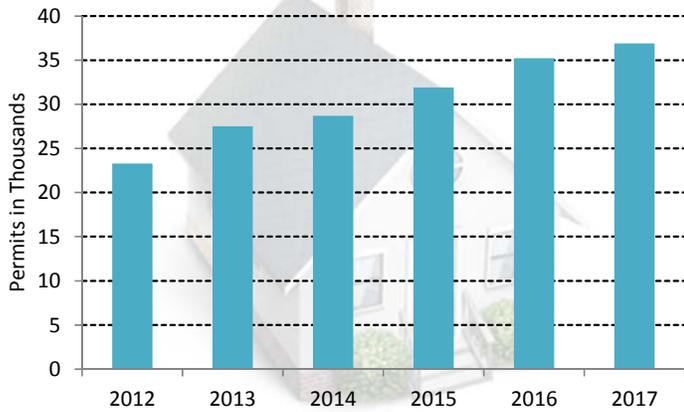
## Retail Sales in Colorado



## Home Price Index



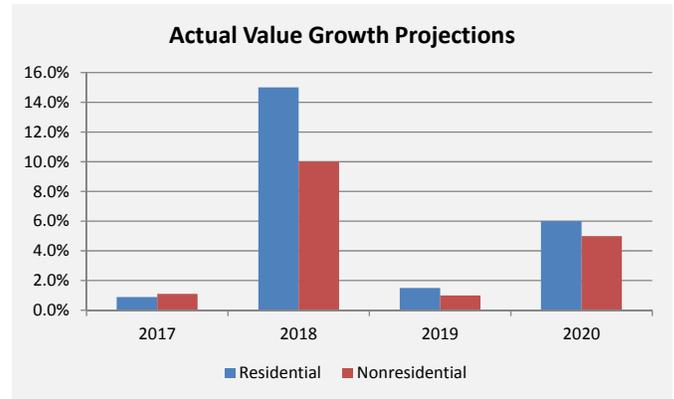
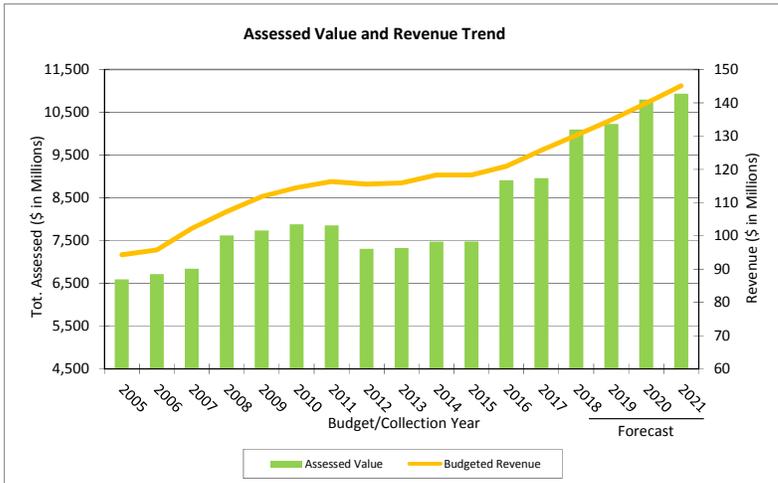
### Colorado Residential Permits



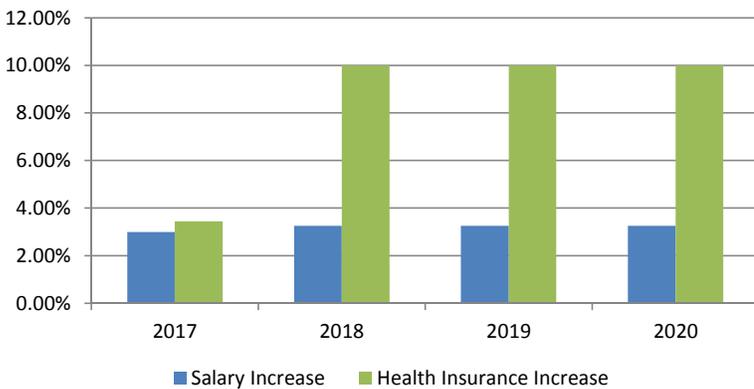
### Colorado Nonresidential Construction



## Projection Assumptions – Q3 2016



### Key Expenditure Growth Assumptions



### Projection Assumptions

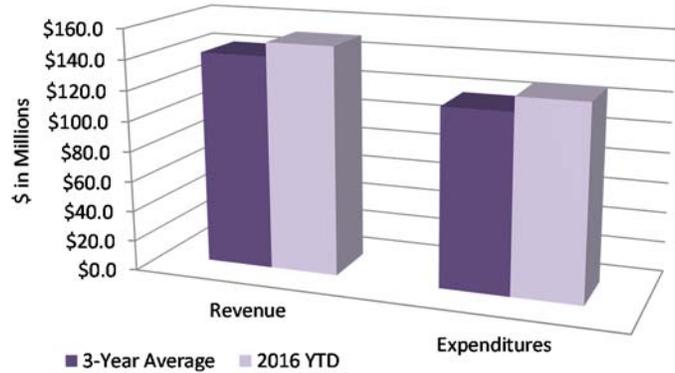
- Reviewed and adjusted growth in revenue accounts where appropriate
- Property tax projections made based on preliminary figures from Assessor’s Office for 2017
- Forecast assumes baseline budget and does not include any estimate of budget packages or capital project transfers
- Small increases in some line items such as utilities, materials, and internal charges

# General Fund – Q3 2016

## Fast Facts

- 61.2% of the General Fund amended budget is for salary and benefit costs
- 2.110 mills for temporary tax credit included in mill levy for 2016 collection
- Projections indicate a TABOR growth rate of 3.8% for 2017
- A TABOR refund will be included in the 2017 budget due to over-collection of property tax in 2016

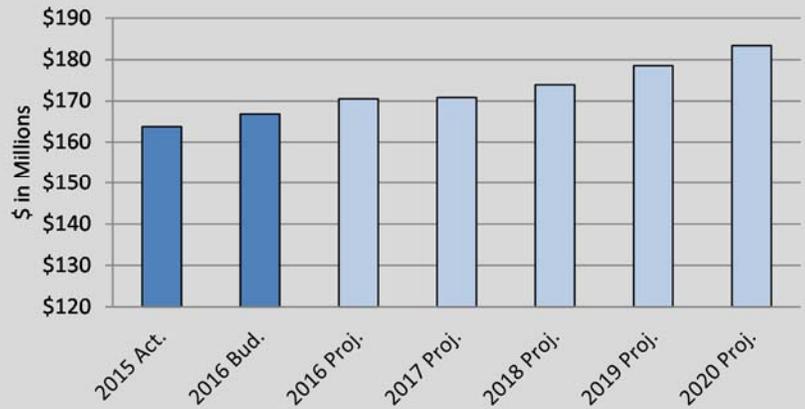
## 3rd Quarter YTD Revenue and Expenditure Trend



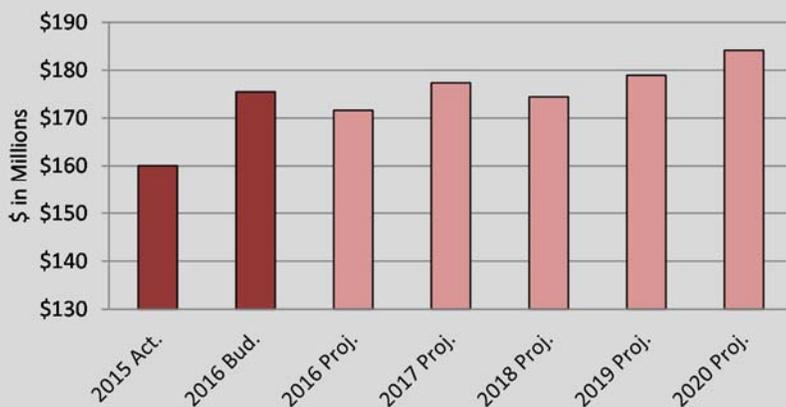
## Key Points – Revenue

- Intergovernmental revenue category primarily consists of the City of Centennial contract for Sheriff's Office services and is the largest revenue category behind taxes
- Charges for services category makes up 12.3% of the 2016 General Fund budget
- Growth in development related revenues beginning to show signs of slowing
- The revenue increases in the forecast period are primarily driven by property tax revenue

## Revenue Trend



## Expenditure Trend



## Key Points – Expenditures

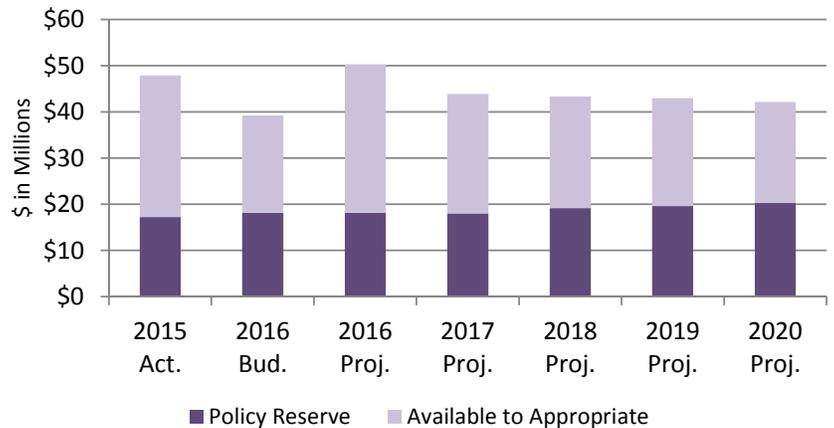
- Amended budget includes \$0.9 million in reappropriated funds from prior year
- Approximately \$15,000 is being transferred to the Fair Fund for redeemed employee tickets at the fair
- Projected expenditures for 2016 of \$171.7M would be a 7.2% increase over 2015 actuals of \$160.1M
- Primary driver of expenditure increase in forecast period is salary and benefit costs
- No provision for budget packages or capital transfers beyond 2017

# General Fund – Q3 2016

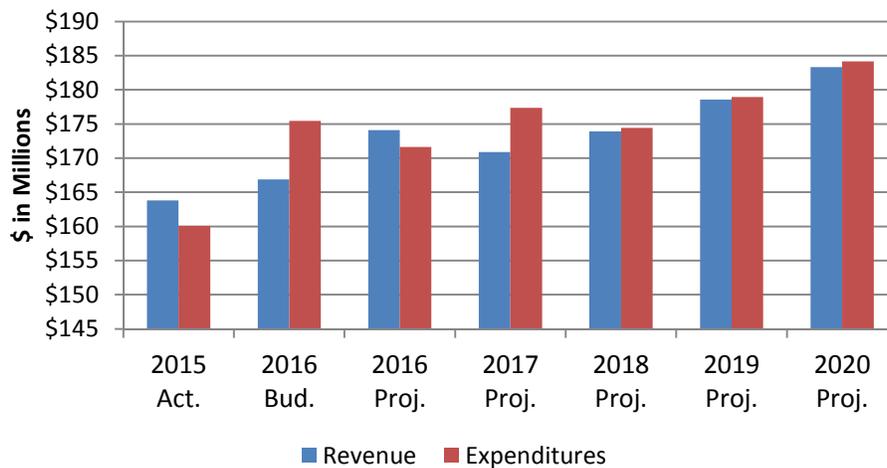
## Key Points – Fund Balance

- Current estimate for 2016 year-end fund balance is \$50.4 million
- 2016 amended budget would result in \$8.6 million use of fund balance
- 2016 Q3 projections show higher revenue and lower expenditures for a \$2.5 million addition to fund balance
- Projections for forecast period show fund balance between \$42.2M and \$43.9M without estimate of capital project transfers

## Fund Balance Trend and Forecast



## Fund Revenues and Expenditures



## Property taxes and TABOR

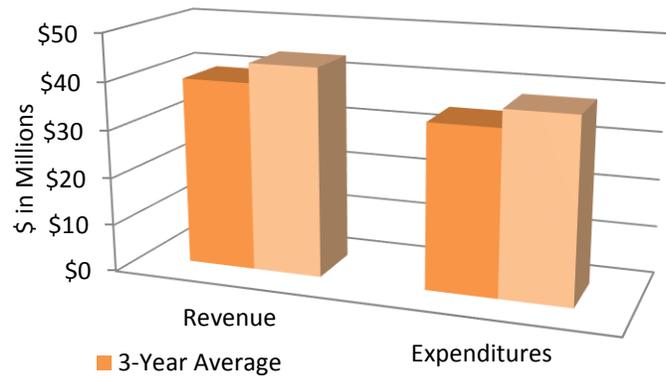
- The Denver-Boulder-Greeley CPI was 1.2% for 2015, not 2.2% as was estimated during the 2016 budget process.
- Results in the over-collection of property tax revenue during 2016 and triggering a refund requirement in 2017 as well as resetting the base to the appropriate level.
- Impact to the 2017 budget will include a \$1.2 million refund represented by a temporary tax credit as well as a reduction in the revenue base from which 2017 revenue growth will occur.

# Social Services Fund – Q3 2016

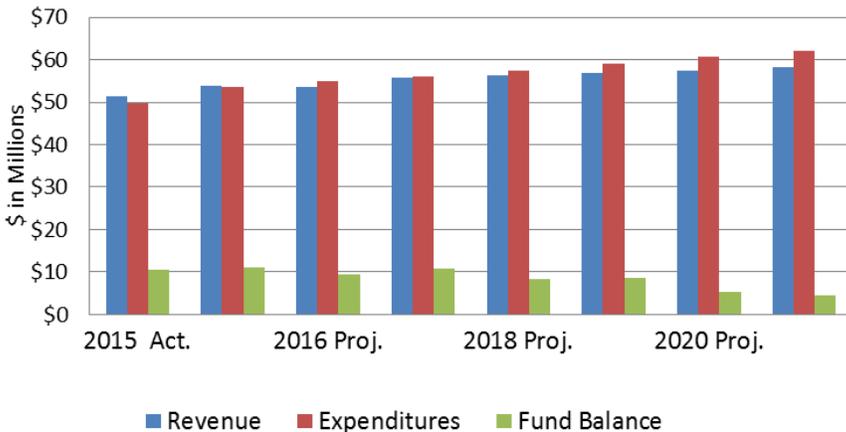
## Fast Facts

- Transfer to General Fund is \$3.6M, and will be completed during the 3<sup>rd</sup> Quarter Review
- 12 month average overall caseload is 116,059
- For SFY17 Human Services was allocated \$76.9M with the largest allocation being in Child Welfare for approximately \$32.8M

## 3rd Quarter YTD Revenue and Expenditure Trend



## Total Revenue, Expenditures, and Fund Balance



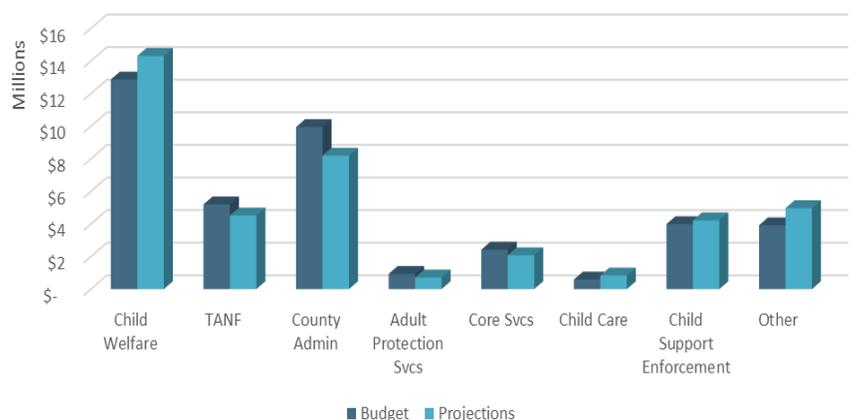
## Key Points – Expenditures

- Currently projected to underspend budget by \$2.3M when you exclude the transfer to the General Fund
- Have recognized savings in program costs due to the managed care savings received throughout the year
- Projected to go over in the Salaries line due to the additional 16FTE that were added at 3rd quarter that are being absorbed in this year's budget.

## Key Points – Revenues

- Trends for property tax growth will follow that of the General Fund
- Currently projecting collections to be slightly above budget at \$53.7M
- The Intergovernmental programs are projected to bring in \$39.8M, which is a 6.25% increase over 2015
- The Child Welfare Program is projected to bring in approximately \$14.3M

## Program Revenues Budget vs Projections

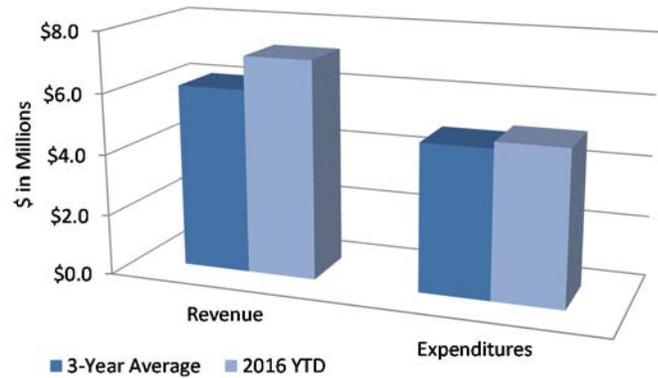


# Law Enforcement Authority Fund – Q3 2016

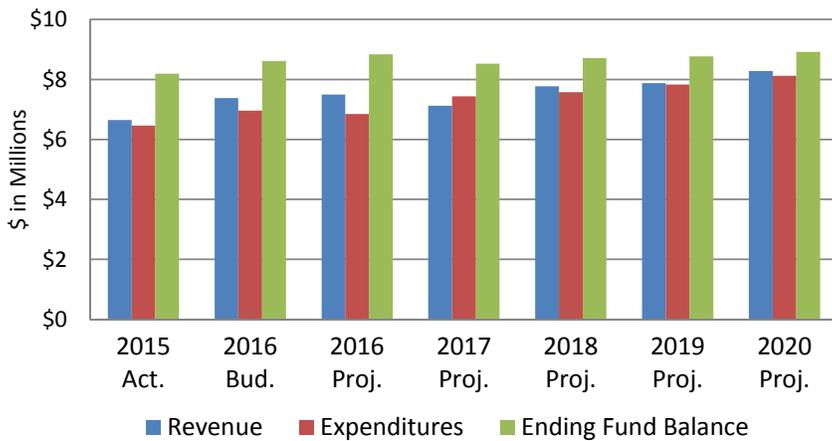
## Fast Facts

- Funds 54.0 Patrol FTE who provide patrol services to unincorporated County
- Property tax makes up 86% of total revenue for ALEA Fund
- Fund balance projected to increase by \$100,000 to \$200,000 annually for 2018-2020 after expected decrease in 2017

## 3rd Quarter YTD Revenue and Expenditure Trend



## Total Revenue, Expenditures, and Fund Balance



## Key Points – Revenue

- Property tax revenue increases or decreases each year in relation to assessed value
- Extra Duty Revenue was moved from ALEA Fund to General Fund exclusively in the 2016 budget
- Forecast period shows revenue decreasing in 2017 due to reduction in property tax as a result of annexations
- Outlook for tax revenues is positive after 2017 as assessed value is expected to increase

## Key Points – Expenditures

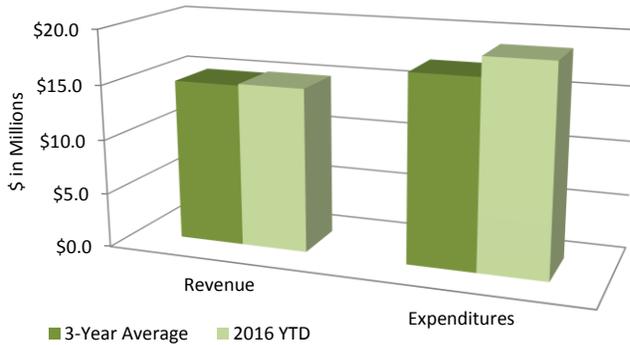
- Expected savings of nearly \$100,000 in Supplies category for 2016 due to lower gas & oil expenditure
- Services & Other expenses were budgeted \$150,000 higher for 2016 due to the replacement of laptops
- Projected increase in Fund Balance of more than \$600,000 for 2016
- Fund Balance is projected to range from \$8.5 million to \$9.0 million during the forecast period

## # of Traffic Citations



# Road & Bridge Fund – Q3 2016

3rd Quarter YTD Revenue and Expenditure Trend



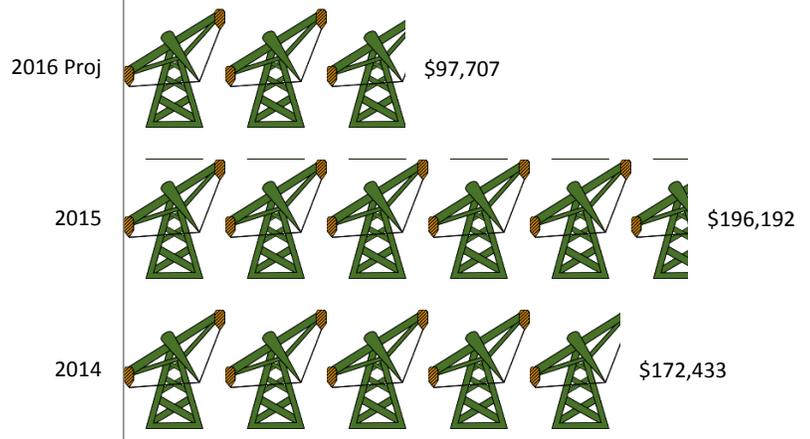
## Fast Facts

- Funds 58.0 FTE for the maintenance of County roads and transportation infrastructure
- YTD revenue remains flat compared to 3 year average as expenditures increase
- The fund shares back about 50% of the property tax revenue generated by cities and towns

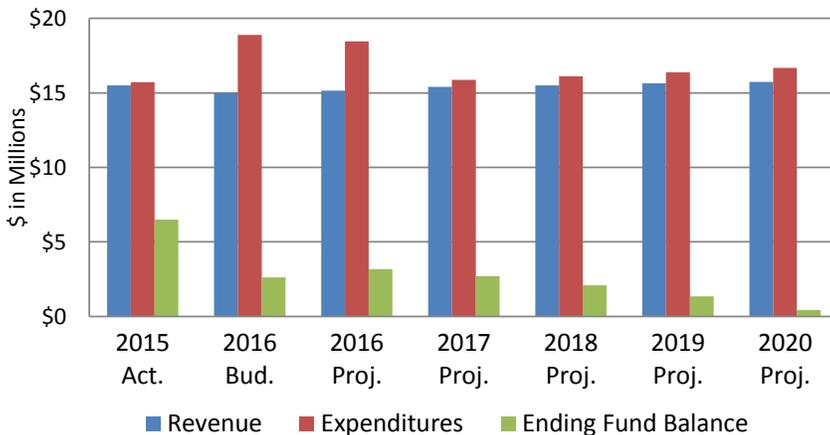
## Key Points – Revenue

- Property taxes are held constant in this fund resulting in no growth for the forecast period from this source
- Highway Users Tax Fund (HUTF) is projected to be \$8.4 million for 2016
- All oil and gas severance tax has been allocated to the Road & Bridge Fund since 2013
- Mineral severance tax revenue is projected to be \$100,000 lower in 2016 compared to 2015

## Mineral Severance Tax



## Total Revenue, Expenditures, and Fund Balance



## Key Points – Expenditures

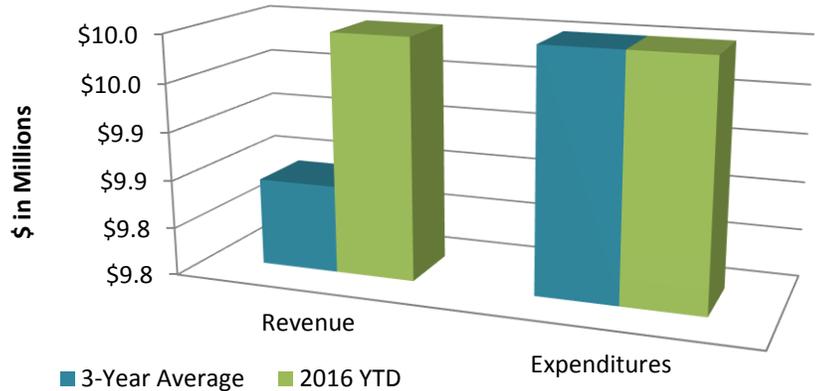
- \$1.95M was included in 2016 budget for additional road maintenance
- \$2.5M of \$5.8M budgeted property tax will be shared back with municipalities in 2016
- Forecast period shows a structural deficit with annual reductions to fund balance ranging from \$0.5M to \$1.1M
- Fund projected to go below policy reserve requirement in 2018

# Capital Expenditure Fund – Q3 2016

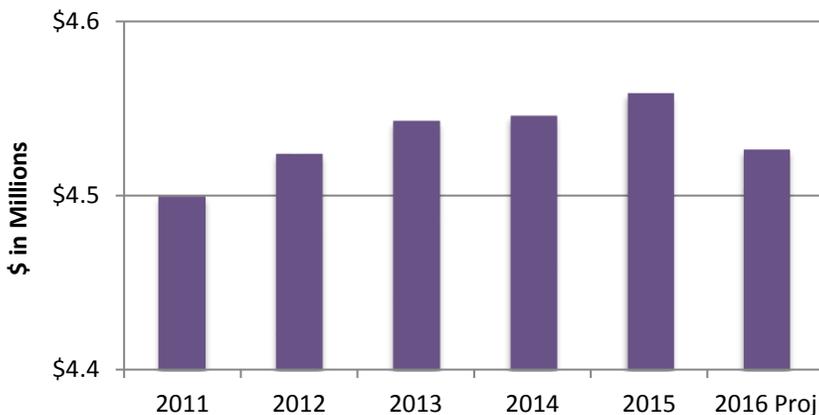
## Fast Facts

- After 6 years, the taxation system project will be closed out in 2016.
- 19 of the 40 Capital projects were new for 2016
- 21 of the projects were continued from prior years

## 3rd Quarter YTD Revenue and Expenditure Trend



## Property Tax Revenue Trend



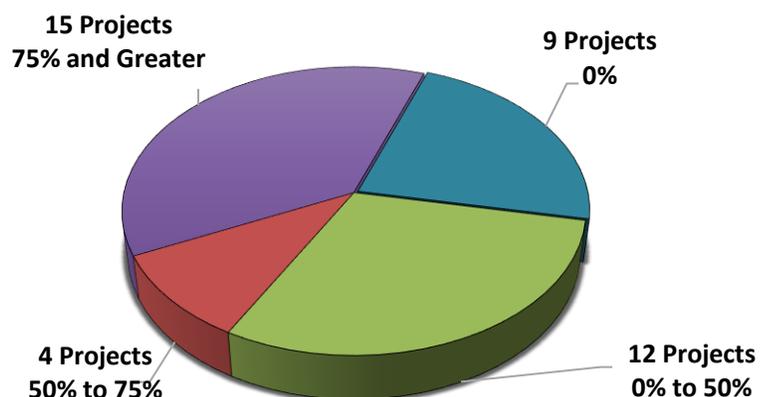
## Key Points – Revenue

- Property Tax is 98% collected for the year
- Specific Ownership Tax collection is at 82% of budget
- For 2016, there was a \$4.7 million transfer from the General Fund
- A \$350,000 supplemental is included to recognize and account for the energy rebate for the Energy Performance Project
- Revenue from the E-911 Authority is not expected to be received until 2017

## Key Points – Expenditures

- \$3.9 million is projected to be reappropriated to 2017 for the completion of existing projects
- Seven of the nine projects without expenditures YTD are in the Information Technology category
- An estimate of \$276,000 is expected to go back to fund balance at year-end 2016

## Percent Completion by Project



# Detailed Fund Projections – Q3 2016

General Fund Projection									
(Dollars in Millions)	Actual	Adopted	Amend.	Project.	Recomm.	Forecast			
	2015	2016	2016	2016	2017	2018	2019	2020	2021
<b>Sources</b>									
Taxes	104.0	107.3	107.3	107.2	110.1	112.3	116.1	119.9	124.1
Licenses & Permits	6.8	6.1	6.1	5.7	6.2	6.3	6.3	6.3	6.4
Intergovernmental	24.4	24.9	25.1	25.9	25.1	25.5	26.0	26.5	26.9
Charges for Services	20.8	20.5	20.5	23.4	20.8	21.1	21.4	21.8	22.2
Fines & Forfeits	0.7	0.7	0.7	0.7	0.8	0.8	0.8	0.8	0.8
Investment Earnings & Contrib.	1.7	1.2	1.2	2.0	2.0	2.0	2.0	2.0	2.0
Interfund Revenues & Rent	3.9	4.2	4.2	4.1	4.4	4.4	4.4	4.5	4.5
Transfers In	0.5	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Other Financing Sources	1.2	0.9	1.6	1.5	1.5	1.5	1.5	1.5	1.5
<b>Total Sources</b>	<b>163.8</b>	<b>165.9</b>	<b>166.9</b>	<b>170.5</b>	<b>170.9</b>	<b>173.9</b>	<b>178.6</b>	<b>183.3</b>	<b>188.4</b>
<b>Uses</b>									
Salaries	79.8	82.5	83.1	83.4	84.8	87.5	90.3	93.3	96.3
Employee Benefits	22.7	24.2	24.4	23.5	25.0	26.3	27.8	29.5	31.3
Supplies	6.3	7.2	6.8	5.7	5.9	5.8	5.9	5.8	5.9
Services & Other	39.1	43.0	44.6	42.7	44.8	43.6	43.7	44.3	43.9
Community Programs	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Capital Outlay	0.1	0.0	0.1	0.1	0.1	0.0	0.0	0.0	0.0
Central Services	2.2	2.8	2.8	2.4	2.6	2.6	2.7	2.7	2.8
Transfers Out	9.6	13.5	13.4	13.4	13.8	8.1	8.1	8.1	8.1
Other Uses/Miscellaneous	-	-	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>160.1</b>	<b>173.7</b>	<b>175.5</b>	<b>171.7</b>	<b>177.4</b>	<b>174.4</b>	<b>178.9</b>	<b>184.2</b>	<b>188.6</b>
<b>Net of Sources/Uses</b>	<b>3.7</b>	<b>(7.8)</b>	<b>(8.6)</b>	<b>(1.1)</b>	<b>(6.5)</b>	<b>(0.5)</b>	<b>(0.4)</b>	<b>(0.8)</b>	<b>(0.2)</b>
<b>Adjustments to Sources</b>	-	-	-	3.6	-	-	-	-	-
<b>Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
Budget Packages/Supplementals	-	-	-	-	-	-	-	-	-
Reappropriations	-	-	-	-	-	-	-	-	-
TABOR Refund	-	-	-	-	-	-	-	-	-
Other Adjustments	-	-	-	-	-	-	-	-	-
<b>Total Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
<b>Total Net Sources/Uses</b>	<b>3.7</b>	<b>(7.8)</b>	<b>(8.6)</b>	<b>2.5</b>	<b>(6.5)</b>	<b>(0.5)</b>	<b>(0.4)</b>	<b>(0.8)</b>	<b>(0.2)</b>
<b>Cumulative Balance</b>									
<b>Beginning Funds Available</b>	<b>44.2</b>	<b>47.9</b>	<b>47.9</b>	<b>47.9</b>	<b>50.4</b>	<b>43.9</b>	<b>43.4</b>	<b>43.0</b>	<b>42.2</b>
Change in Fund Balance	3.7	(7.8)	(8.6)	2.5	(6.5)	(0.5)	(0.4)	(0.8)	(0.2)
<b>Ending Funds Available</b>	<b>47.9</b>	<b>40.1</b>	<b>39.3</b>	<b>50.4</b>	<b>43.9</b>	<b>43.4</b>	<b>43.0</b>	<b>42.2</b>	<b>42.0</b>
<b>Board Designated Reserve</b>	<b>17.2</b>	<b>18.2</b>	<b>18.2</b>	<b>18.2</b>	<b>18.7</b>	<b>19.2</b>	<b>19.7</b>	<b>20.3</b>	<b>20.8</b>

# Detailed Fund Projections – Q3 2016

Social Services Fund Projection									
(Dollars in Millions)	Actual	Adopted	Amend.	Project.	Recomm.	Forecast			
	2015	2016	2016	2016	2017	2018	2019	2020	2021
<b>Sources</b>									
Taxes	12.7	13.0	13.0	13.2	13.2	13.8	14.3	14.9	15.5
Licenses & Permits	-	-	-	0.0	-	-	-	-	-
Intergovernmental	37.5	39.5	39.8	39.8	41.7	41.7	41.7	41.7	41.7
Charges for Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fines & Forfeits	-	-	-	-	-	-	-	-	-
Investment Earnings & Contrib.	-	-	-	-	-	-	-	-	-
Interfund Revenues & Rent	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-
Other Financing Sources	1.2	1.0	1.0	0.7	0.9	0.9	0.9	0.9	0.9
<b>Total Sources</b>	<b>51.3</b>	<b>53.5</b>	<b>53.9</b>	<b>53.7</b>	<b>55.8</b>	<b>56.4</b>	<b>56.9</b>	<b>57.5</b>	<b>58.1</b>
<b>Uses</b>									
Salaries	25.3	26.0	26.2	26.4	28.3	29.2	30.1	31.1	32.1
Employee Benefits	7.4	8.0	8.1	7.9	8.6	9.1	9.7	10.3	10.9
Supplies	0.4	0.4	0.4	0.3	0.4	0.4	0.4	0.4	0.4
Services & Other	2.9	3.3	3.4	3.4	3.3	3.3	3.3	3.3	3.3
Community Programs	11.9	13.7	13.8	11.7	14.0	14.0	14.0	14.0	14.0
Capital Outlay	-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Central Services	1.4	1.6	1.6	1.5	1.4	1.4	1.4	1.4	1.4
Transfers Out	0.4	0.1	0.1	3.7	0.0	-	-	-	-
Other Uses/Miscellaneous	-	-	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>49.6</b>	<b>53.0</b>	<b>53.5</b>	<b>54.9</b>	<b>56.1</b>	<b>57.5</b>	<b>59.0</b>	<b>60.6</b>	<b>62.2</b>
<b>Net of Sources/Uses</b>	<b>1.7</b>	<b>0.5</b>	<b>0.4</b>	<b>(1.1)</b>	<b>(0.3)</b>	<b>(1.1)</b>	<b>(2.1)</b>	<b>(3.1)</b>	<b>(4.2)</b>
<b>Adjustments to Sources</b>	-	-	-	-	-	-	-	-	-
<b>Adjustments to Uses</b>									
Budget Packages/Supplementals	-	-	-	-	-	-	-	-	-
Reappropriations	-	-	-	-	-	-	-	-	-
Other Adjustments	-	-	-	-	-	-	-	-	-
<b>Total Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
<b>Total Net Sources/Uses</b>	<b>1.7</b>	<b>0.5</b>	<b>0.4</b>	<b>(1.1)</b>	<b>(0.3)</b>	<b>(1.1)</b>	<b>(2.1)</b>	<b>(3.1)</b>	<b>(4.2)</b>
<b>Cumulative Balance</b>									
<b>Beginning Funds Available</b>	<b>8.9</b>	<b>10.6</b>	<b>10.6</b>	<b>10.6</b>	<b>9.4</b>	<b>9.2</b>	<b>8.1</b>	<b>6.1</b>	<b>3.0</b>
Change in Fund Balance	1.7	0.5	0.4	(1.1)	(0.3)	(1.1)	(2.1)	(3.1)	(4.2)
<b>Ending Funds Available</b>	<b>10.6</b>	<b>11.0</b>	<b>10.9</b>	<b>9.4</b>	<b>9.2</b>	<b>8.1</b>	<b>6.1</b>	<b>3.0</b>	<b>(1.2)</b>
Restrict/Commit/Assigned	(1.6)	(1.8)	(1.8)	(1.8)	(1.8)	(1.8)	(1.8)	(1.8)	(1.8)
<b>Funds Available for Appropriation</b>	<b>9.0</b>	<b>9.3</b>	<b>9.2</b>	<b>7.7</b>	<b>7.4</b>	<b>6.3</b>	<b>4.3</b>	<b>1.2</b>	<b>(3.0)</b>

# Detailed Fund Projections – Q3 2016

ALEA Fund Projection									
(Dollars in Millions)	Actual	Adopted	Amend.	Project.	Recomm.	Forecast			
	2015	2016	2016	2016	2017	2018	2019	2020	2021
<b>Sources</b>									
Taxes	5.6	6.6	6.6	6.9	6.4	7.0	7.1	7.5	7.6
Licenses & Permits	(0.0)	-	-	-	-	-	-	-	-
Intergovernmental	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Charges for Services	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Fines & Forfeits	0.7	0.6	0.6	0.5	0.6	0.6	0.6	0.6	0.6
Investment Earnings & Contrib.	0.1	-	-	-	-	-	-	-	-
Interfund Revenues & Rent	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-
Other Financing Sources	0.0	-	-	0.0	-	-	-	-	-
<b>Total Sources</b>	<b>6.6</b>	<b>7.4</b>	<b>7.4</b>	<b>7.5</b>	<b>7.1</b>	<b>7.8</b>	<b>7.9</b>	<b>8.3</b>	<b>8.4</b>
<b>Uses</b>									
Salaries	4.1	4.2	4.2	4.2	4.7	4.8	5.0	5.1	5.3
Employee Benefits	1.2	1.2	1.2	1.2	1.4	1.5	1.6	1.6	1.7
Supplies	0.2	0.3	0.3	0.2	0.3	0.4	0.4	0.4	0.4
Services & Other	0.4	0.6	0.6	0.6	0.4	0.4	0.4	0.5	0.4
Community Programs	-	-	-	-	-	-	-	-	-
Capital Outlay	-	0.0	0.0	0.0	-	-	-	-	-
Central Services	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Transfers Out	0.0	0.0	0.0	0.0	0.1	-	-	-	-
Other Uses/Miscellaneous	-	-	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>6.5</b>	<b>7.0</b>	<b>7.0</b>	<b>6.9</b>	<b>7.4</b>	<b>7.6</b>	<b>7.8</b>	<b>8.1</b>	<b>8.4</b>
<b>Net of Sources/Uses</b>	<b>0.2</b>	<b>0.4</b>	<b>0.4</b>	<b>0.6</b>	<b>(0.3)</b>	<b>0.2</b>	<b>0.1</b>	<b>0.2</b>	<b>0.0</b>
<b>Adjustments to Sources</b>	-	-	-	-	-	-	-	-	-
<b>Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
Budget Packages/Supplementals	-	-	-	-	-	-	-	-	-
Reappropriations	-	-	-	-	-	-	-	-	-
Other Adjustments	-	-	-	-	-	-	-	-	-
<b>Total Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
<b>Total Net Sources/Uses</b>	<b>0.2</b>	<b>0.4</b>	<b>0.4</b>	<b>0.6</b>	<b>(0.3)</b>	<b>0.2</b>	<b>0.1</b>	<b>0.2</b>	<b>0.0</b>
<b>Cumulative Balance</b>									
<b>Beginning Funds Available</b>	<b>8.0</b>	<b>8.2</b>	<b>8.2</b>	<b>8.2</b>	<b>8.8</b>	<b>8.5</b>	<b>8.7</b>	<b>8.8</b>	<b>8.9</b>
Change in Fund Balance	0.2	0.4	0.4	0.6	(0.3)	0.2	0.1	0.2	0.0
<b>Ending Funds Available</b>	<b>8.2</b>	<b>8.6</b>	<b>8.6</b>	<b>8.8</b>	<b>8.5</b>	<b>8.7</b>	<b>8.8</b>	<b>8.9</b>	<b>9.0</b>
Policy Reserve	(1.1)	(1.2)	(1.2)	(1.2)	(1.2)	(1.3)	(1.3)	(1.4)	(1.4)
<b>Funds Available for Appropriation</b>	<b>7.1</b>	<b>7.5</b>	<b>7.5</b>	<b>7.7</b>	<b>7.3</b>	<b>7.4</b>	<b>7.5</b>	<b>7.6</b>	<b>7.6</b>

# Detailed Fund Projections – Q3 2016

Road & Bridge Fund Projection									
(Dollars in Millions)	Actual	Adopted	Amend.	Project.	Recomm.	Forecast			
	2015	2016	2016	2016	2017	2018	2019	2020	2021
<b>Sources</b>									
Taxes	6.2	6.2	6.2	6.2	6.2	6.2	6.2	6.2	6.2
Licenses & Permits	0.3	0.3	0.3	0.3	0.3	0.3	0.4	0.4	0.4
Intergovernmental	8.9	8.4	8.4	8.5	8.8	8.9	9.1	9.2	9.3
Charges for Services	-	-	-	0.0	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-
Investment Earnings & Contrib.	-	-	-	-	-	-	-	-	-
Interfund Revenues & Rent	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-
Other Financing Sources	0.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
<b>Total Sources</b>	<b>15.5</b>	<b>15.0</b>	<b>15.0</b>	<b>15.1</b>	<b>15.4</b>	<b>15.5</b>	<b>15.6</b>	<b>15.7</b>	<b>15.9</b>
<b>Uses</b>									
Salaries	3.0	3.2	3.2	3.0	3.2	3.3	3.4	3.5	3.6
Employee Benefits	1.0	1.1	1.1	1.0	1.1	1.1	1.2	1.3	1.4
Supplies	2.0	2.4	2.6	2.8	2.9	3.0	3.1	3.2	3.3
Services & Other	6.8	8.2	8.9	8.7	5.7	5.7	5.7	5.7	5.7
Community Programs	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-
Central Services	2.4	2.6	2.6	2.5	2.6	2.6	2.6	2.6	2.6
Transfers Out	0.6	0.4	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Other Uses/Miscellaneous	-	-	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>15.7</b>	<b>17.9</b>	<b>18.9</b>	<b>18.5</b>	<b>15.9</b>	<b>16.1</b>	<b>16.4</b>	<b>16.7</b>	<b>17.0</b>
<b>Net of Sources/Uses</b>	<b>(0.2)</b>	<b>(2.9)</b>	<b>(3.9)</b>	<b>(3.3)</b>	<b>(0.5)</b>	<b>(0.6)</b>	<b>(0.8)</b>	<b>(0.9)</b>	<b>(1.1)</b>
<b>Adjustments to Sources</b>	-	-	-	-	-	-	-	-	-
<b>Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
Budget Packages/Supplementals	-	-	-	-	-	-	-	-	-
Reappropriations	-	-	-	-	-	-	-	-	-
Other Adjustments	-	-	-	-	-	-	-	-	-
<b>Total Adjustments to Uses</b>	-	-	-	-	-	-	-	-	-
<b>Total Net Sources/Uses</b>	<b>(0.2)</b>	<b>(2.9)</b>	<b>(3.9)</b>	<b>(3.3)</b>	<b>(0.5)</b>	<b>(0.6)</b>	<b>(0.8)</b>	<b>(0.9)</b>	<b>(1.1)</b>
<b>Cumulative Balance</b>									
<b>Beginning Funds Available</b>	<b>6.7</b>	<b>6.5</b>	<b>6.5</b>	<b>6.5</b>	<b>3.2</b>	<b>2.7</b>	<b>2.1</b>	<b>1.3</b>	<b>0.4</b>
Change in Fund Balance	(0.2)	(2.9)	(3.9)	(3.3)	(0.5)	(0.6)	(0.8)	(0.9)	(1.1)
<b>Ending Funds Available</b>	<b>6.5</b>	<b>3.6</b>	<b>2.6</b>	<b>3.2</b>	<b>2.7</b>	<b>2.1</b>	<b>1.3</b>	<b>0.4</b>	<b>(0.7)</b>
Restrict/Commit/Assigned	(2.6)	(3.0)	(3.1)	(3.1)	(2.6)	(2.7)	(2.7)	(2.8)	(2.8)
<b>Funds Available for Appropriation</b>	<b>3.9</b>	<b>0.6</b>	<b>(0.5)</b>	<b>0.0</b>	<b>0.1</b>	<b>(0.6)</b>	<b>(1.4)</b>	<b>(2.4)</b>	<b>(3.5)</b>

# Detailed Fund Projections – Q3 2016

Capital Expenditure Fund Projection									
(Dollars in Millions)	Actual	Adopted	Amend.	Project.	Recomm.	Forecast			
	2015	2016	2016	2016	2017	2018	2019	2020	2021
<b>Sources</b>									
Taxes	4.9	4.9	4.9	4.9	4.9	4.9	4.9	4.9	5.0
Licenses & Permits	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	1.1	0.0	-	-	-	-	-
Charges for Services	-	-	-	-	-	-	-	-	-
Fines & Forfeits	-	-	-	-	-	-	-	-	-
Investment Earnings & Contrib.	0.0	-	-	0.0	-	-	-	-	-
Interfund Revenues & Rent	-	-	-	-	-	-	-	-	-
Transfers In	0.1	4.9	5.0	5.0	5.6	4.4	4.4	4.4	4.4
Other Financing Sources	1.5	-	0.4	0.4	-	-	-	-	-
<b>Total Sources</b>	<b>6.4</b>	<b>9.7</b>	<b>11.3</b>	<b>10.2</b>	<b>10.5</b>	<b>9.3</b>	<b>9.3</b>	<b>9.3</b>	<b>9.4</b>
<b>Uses</b>									
Salaries	-	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-	-
Supplies	0.4	-	-	-	-	-	-	-	-
Services & Other	0.1	0.1	0.8	0.7	0.1	0.1	0.1	0.1	0.1
Community Programs	-	-	-	-	-	-	-	-	-
Capital Outlay	17.1	5.7	15.0	11.3	4.8	19.2	3.9	5.7	6.3
Central Services	-	-	-	-	-	-	-	-	-
Transfers Out	1.3	4.0	3.8	3.8	5.8	11.0	10.6	8.8	7.2
Other Uses/Miscellaneous	-	-	-	-	-	-	-	-	-
<b>Total Uses</b>	<b>18.8</b>	<b>9.7</b>	<b>19.7</b>	<b>15.8</b>	<b>10.7</b>	<b>30.3</b>	<b>14.6</b>	<b>14.6</b>	<b>13.5</b>
<b>Net of Sources/Uses</b>	<b>(12.3)</b>	<b>-</b>	<b>(8.3)</b>	<b>(5.5)</b>	<b>(0.2)</b>	<b>(21.0)</b>	<b>(5.3)</b>	<b>(5.3)</b>	<b>(4.1)</b>
<b>Adjustments to Sources</b>	-	-	-	0.4	-	-	-	-	-
<b>Adjustments to Uses</b>	-	-	-	0.4	-	-	-	-	-
Budget Packages/Supplementals	-	-	-	0.4	-	-	-	-	-
Reappropriations	-	-	-	-	3.9	-	-	-	-
Other Adjustments	-	-	-	-	-	-	-	-	-
<b>Total Adjustments to Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.4</b>	<b>3.9</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Net Sources/Uses</b>	<b>(12.3)</b>	<b>-</b>	<b>(8.3)</b>	<b>(5.5)</b>	<b>(4.1)</b>	<b>(21.0)</b>	<b>(5.3)</b>	<b>(5.3)</b>	<b>(4.1)</b>
<b>Cumulative Balance</b>									
<b>Beginning Funds Available</b>	<b>22.7</b>	<b>10.4</b>	<b>10.4</b>	<b>10.4</b>	<b>4.8</b>	<b>0.7</b>	<b>(20.3)</b>	<b>(25.6)</b>	<b>(31.0)</b>
Change in Fund Balance	(12.3)	-	(8.3)	(5.5)	(4.1)	(21.0)	(5.3)	(5.3)	(4.1)
<b>Ending Funds Available</b>	<b>10.4</b>	<b>10.4</b>	<b>2.0</b>	<b>4.8</b>	<b>0.7</b>	<b>(20.3)</b>	<b>(25.6)</b>	<b>(31.0)</b>	<b>(35.0)</b>
Restrict/Commit/Assigned	-	-	-	-	-	-	-	-	-
<b>Funds Available for Appropriation</b>	<b>10.4</b>	<b>10.4</b>	<b>2.0</b>	<b>4.8</b>	<b>0.7</b>	<b>(20.3)</b>	<b>(25.6)</b>	<b>(31.0)</b>	<b>(35.0)</b>

# Supplemental Requests – Q3 2016

## Significant Supplemental Requests:

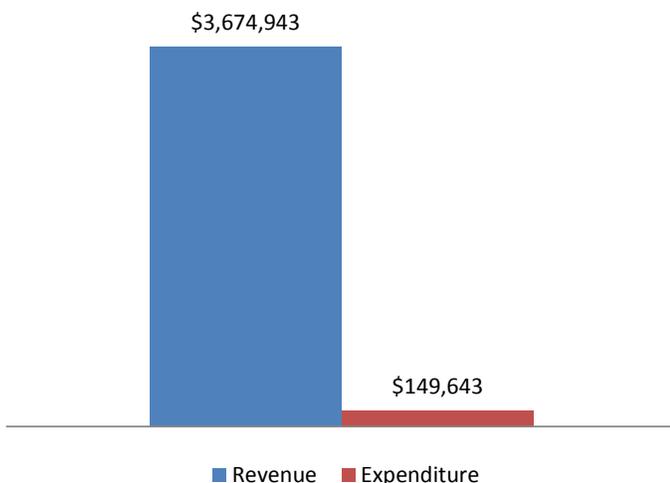
### General Fund

- Recognize \$3,600,000 Administrative Services Department from a transfer from the Social Services Fund, Human Services for excess fund balance.
- Appropriate \$25,000 in the Coroner’s Office or additional operating supplies and professional services due to increased number of investigations and autopsies.
- Appropriate \$30,000 in the Sheriff’s Office for SRO program from Cherry Creek Schools.
- Recognize and appropriate \$30,878 transfer from Forfeiture Fund and Central Services Fund in the Sheriff’s Office, General Fund for body worn camera project.
- Recognize and appropriate \$44,065 in the Sheriff’s Office for task force revenue received for time and expenses of ACSO staff.

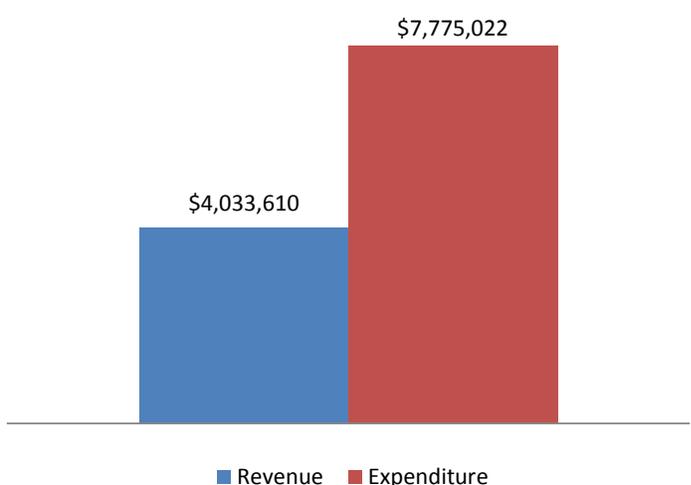
### Other Funds

- Recognize and appropriate \$474,426 transfer from Central Services Fund to Capital Expenditure Fund for Sheriff’s Office CAD replacement project for fixed assets that no longer meet capitalization requirement.
- Recognize and appropriate \$104,684 in the Capital Expenditure Fund, Sheriff’s Office for two radio platforms that will be reimbursed from the E-911 Authority.
- Recognize and appropriate \$350,000 in Capital Expenditure Fund, Facilities and Fleet Management for energy rebates received for the Energy Performance Project.
- Recognize and appropriate \$79,000 transfer from the Open Spaces Sales Tax Fund in the Central Services Fund, Open Spaces and Intergovernmental Relations for the purchase of three new fixed assets.
- Recognize and appropriate \$1,191,701 in the Community Development Fund, Community Resources for deposits from Funding Partners and South Metro Housing Options for home affordable housing and City of Englewood for CDBG project.
- Recognize and appropriate \$1,666,469 in the Infrastructure Fund, Public Works & Development from various sources for infrastructure projects.

**Supplemental Requests - General Fund**



**Supplemental Requests - Other Funds**



Supplemental Appropriation Requests - Q3 2016

Fund Name	Department	Revenue	Expense	FTEs	Description
<b>Discussion Needed</b>					
General Fund	Administrative Services	3,600,000	-	-	Recognize transfer from Social Services Fund for excess fund balance
General Fund	Administrative Services	-	14,700	-	Transfer to Fair Fund to reimburse for redeemed employee tickets at the fair
General Fund	Coroner's Office	-	25,000	-	Appropriate additional funding for operating supplies (formalin, gloves, bio-hazard waste) and professional services (toxicology, body removal and transcription) due to increased number of investigations and autopsies
General Fund	Sheriff's Office	-	5,000	-	Appropriate funding for Incident Management Team
General Fund	Sheriff's Office	-	-	-	Transfer \$5,837 from General Fund to Central Services Fund for additional funding needed for Detention Security Door fixed asset #302580
General Fund	Sheriff's Office	-	30,000	-	Appropriate funding received from Cherry Creek Schools for SRO program
General Fund	Sheriff's Office	30,878	30,878	-	Recognize and appropriate transfer from Central Services Fund of \$8,254 and Forfeiture Fund of \$22,624 for additional funding for body worn camera project in Sheriff's Office
<b><i>SUBTOTAL General Fund</i></b>		<b><i>\$ 3,630,878</i></b>	<b><i>\$ 105,578</i></b>	<b><i>-</i></b>	
ALEA Fund	Sheriff's Office	29,122	29,122	-	Recognize and appropriate transfer from Central Services Fund of \$4,444 and Forfeiture Fund of \$24,678 for additional funding for body worn camera project in Sheriff's Office
Capital Expenditure Fund	Administrative Services	104,684	104,684	-	Recognize and appropriate funding for two radio platforms for the Sheriff's Office that will be reimbursed from the E-911 Authority
Capital Expenditure Fund	Information Technology	474,426	474,426	-	Recognize and appropriate transfer from Central Services Fund for Sheriff's Office CAD replacement project for fixed assets that no longer meet capitalization requirement
Central Services Fund	Information Technology	-	-	-	Transfer \$474,426 from Central Services Fund to Capital Expenditure Fund related to Sheriff's Office CAD replacement project for fixed assets that no longer meet capitalization requirement
Central Services Fund	Open Spaces & Intergovernmental Relations	79,000	79,000	-	Recognize and appropriate transfer from Open Space Sales Tax Fund for purchase of three new fixed assets (Gator utility vehicle, mower, SUV)
Central Services Fund	Sheriff's Office	5,837	5,837	-	Recognize and appropriate transfer from General Fund for Detention Security Door fixed asset #302580
Central Services Fund	Sheriff's Office	-	14,748	-	Appropriate funding for replacement of variable message sign (FA #301008)
Central Services Fund	Sheriff's Office	-	6,864	-	Appropriate funding for replacement of a speed trailer (FA #301009)
Central Services Fund	Sheriff's Office	-	29,900	-	Appropriate funding to replace a walk through weapons detector (FA #300111) with an X-ray Imaging System for the Courthouse
Central Services Fund	Sheriff's Office	25,042	71,579	-	Recognize \$25,042 transfer from Forfeiture Fund and appropriate \$71,579 to replace two bomb suits (FA # 301280 & 301281)
Central Services Fund	Sheriff's Office	-	-	-	Transfer to General Fund (\$8,254) and ALEA Fund (\$4,444) for additional funding for body worn camera project in Sheriff's Office
Central Services Fund	Sheriff's Office	-	43,363	-	Appropriate funding for Sheriff's Office investigations vehicle that was totaled in accident (FA #301804) - delete budget package requesting this replacement in 2017 budget
Fair Fund	Open Spaces & Intergovernmental Relations	14,700	14,700	-	Recognize and appropriate transfer from General Fund to reimburse for redeemed employee tickets at the fair
Forfeiture Fund	Sheriff's Office	-	-	-	Transfer \$25,042 from Forfeiture Fund to Central Services Fund for additional funding needed to replace two bomb suits (FA # 301280 & 301281)
Forfeiture Fund	Sheriff's Office	-	-	-	Transfer \$22,624 to General Fund and \$24,678 to ALEA Fund for additional funding for body worn camera project in Sheriff's Office
Open Spaces Sales Tax Fund	Open Spaces & Intergovernmental Relations	-	-	-	Transfer \$79,000 to Central Services Fund for purchase of three new fixed assets (Gator utility vehicle, mower, SUV)
Social Services Fund	Human Services	-	3,600,000	-	Transfer to General Fund for excess fund balance in Social Services Fund
<b>TOTAL Discussion Needed</b>		<b><i>\$ 4,363,689</i></b>	<b><i>\$ 4,579,801</i></b>	<b><i>-</i></b>	

Supplemental Appropriation Requests - Q3 2016

**New Revenue/Budget Cleanup**

General Fund	Sheriff's Office	44,065	44,065	-	Recognize and appropriate funding for task force and Cellebrite reimbursement
<i>SUBTOTAL General Fund</i>		<u>\$ 44,065</u>	<u>\$ 44,065</u>	-	
Capital Expenditure Fund	Facilities and Fleet Management	350,000	350,000	-	Recognize and appropriate energy rebates received for the Energy Performance Project
Community Development Fund	Community Resources	1,077,413	1,077,413	-	Recognize and appropriate deposits from Funding Partners (\$881,519) and South Metro Housing Options (\$195,894) for home affordable housing
Community Development Fund	Community Resources	114,288	114,288	-	Recognize and appropriate deposits from City of Englewood for CDBG project
Forfeiture Fund	Sheriff's Office	7,629	7,629	-	Recognize and appropriate Federal impact funds received
Grant Fund	Sheriff's Office	85,000	85,000	-	Recognize and appropriate funding for 2016 EMPG grant
Infrastructure Fund	Public Works & Development	1,666,469	1,666,469	-	Recognize and appropriate funding received for various infrastructure projects
<b>TOTAL New Revenue/Budget Cleanup</b>		<u><u>\$ 3,344,864</u></u>	<u><u>\$ 3,344,864</u></u>	-	



## Board Summary Report

**Date:** November 3, 2016  
**To:** Board of County Commissioners  
**From:** Jason Reynolds, Current Planning Program Manager  
Public Works and Development Department  
**Subject:** Land Development Code – PUD Chapter Administrative Thresholds

**Request Direction:** *Staff seeks direction from the BOCC on which types of PUD's may qualify for administrative review.*

### Request and Recommendation

Based on the recommendations outlined in the 2015 Land Development Code (LDC) Assessment, Clarion Associates drafted changes to the Planned Unit Development chapter of the Land Development Code. The draft code creates two options for developers: a two-step process for smaller projects and a three-step process for larger, more complex projects. Staff is seeking input and direction from the Board of County Commissioners on the thresholds for the two-step process, which allows more administrative approvals.

### Background

Based on feedback from our land development customers, we need to make significant changes to both our land development processes and the codes supporting those processes. In recent months, the County has begun implementing some recommended changes, including electronic plan review. We can make some incremental improvements, but to truly respond to our customer feedback, we need to update the code.

Clarion provided an internal review version of the PUD regulations in June and a public draft in August. The Planning Commission recommended conditional approval of the draft PUD chapter at their November 1 meeting.

### Links to Align Arapahoe

#### Service First

This project will improve the land use process and the service provided to the land development sector of our customers.

#### Quality of Life

The update of the land use code will improve the quality of the land uses within the County, thereby providing long-term sustainability.

#### Fiscal Responsibility

Land Use Code and Process improvements and modifications will make the land use process more efficient, which in turn attracts economic development and long-term sustainability of development in the County.

**Discussion**

The draft PUD chapter establishes thresholds for two-step process (more administrative review) and three-step process (more public hearings) based on size, types of uses, and density. The attached PowerPoint slides provide an overview of those thresholds. In the draft regulations, the more urbanized area (generally west of Peoria Street and I-25, including Four Square Mile and Platte Canyon Road) has stricter thresholds, meaning that more types of development applications would be required to use the three-step process, which involves additional public hearings. The less urbanized and developing area (including Copperleaf, Tallgrass, Inverness, Dove Valley, and Prosper) has less strict thresholds, meaning more cases could qualify for administrative review.

Planning Commission recommended eliminating the east/west distinction and applying stricter thresholds throughout the County. While fewer projects would qualify for administrative review, the Planning Commission recommendation still represents an improvement over the current state. Even with the stricter thresholds, more projects could be processed administratively than under the current regulations.

Staff seeks direction from the BOCC on which thresholds to use.

**Next Steps**

The PUD chapter is scheduled for adoption at the December 6, 2016 Board of County Commissioners meeting. Given that the entire code will be reorganized as part of the three top priorities, the PUD chapter would then have to be included in the full code adoption in 2017.

**Alternatives**

1. Direct staff to proceed with the recommended two-step thresholds.
2. Direct staff to proceed with different thresholds.

**Fiscal Impact**

Amending the development code to allow more administrative reviews could result in increased economic development activity while allowing public hearings when development could affect existing neighborhoods.

**Reviewers**

- David M. Schmit, P.E., Director of Public Works and Development
- Jason Reynolds, Current Planning Program Manager
- Robert Hill, Senior Assistant County Attorney
- Todd Weaver, Budget Manager, Finance
- Keith Ashby, Purchasing Division Manager, Finance



**ARAPAHOE COUNTY**  
**COLORADO'S FIRST**

**Revisions to the Planned Unit  
Development Process**

BOCC Drop-In 11/14/16

# GDP → SDP → ASP



## ▶ **General Development Plan:**

- ▶ Less detail
- ▶ General zoning – maximum densities; building typology; use categories
- ▶ General design context
- ▶ General infrastructure location and service information

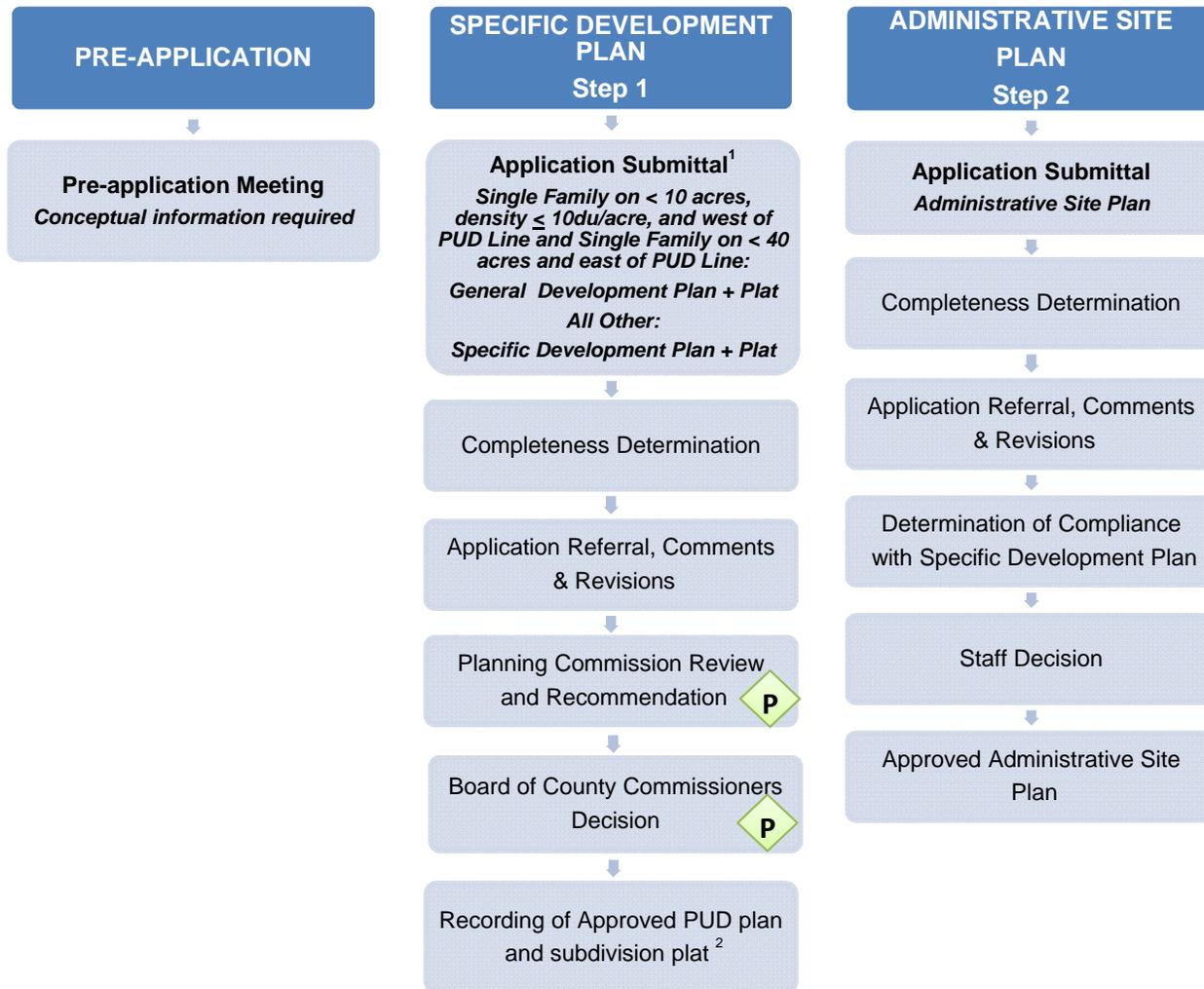
## ▶ **Specific Development Plan:**

- ▶ More detail
- ▶ Specific land use detail –site specific density; building design; uses and size of use
- ▶ Defined design guidelines and building character
- ▶ “Backbone” infrastructure – site specific location, layout and connections

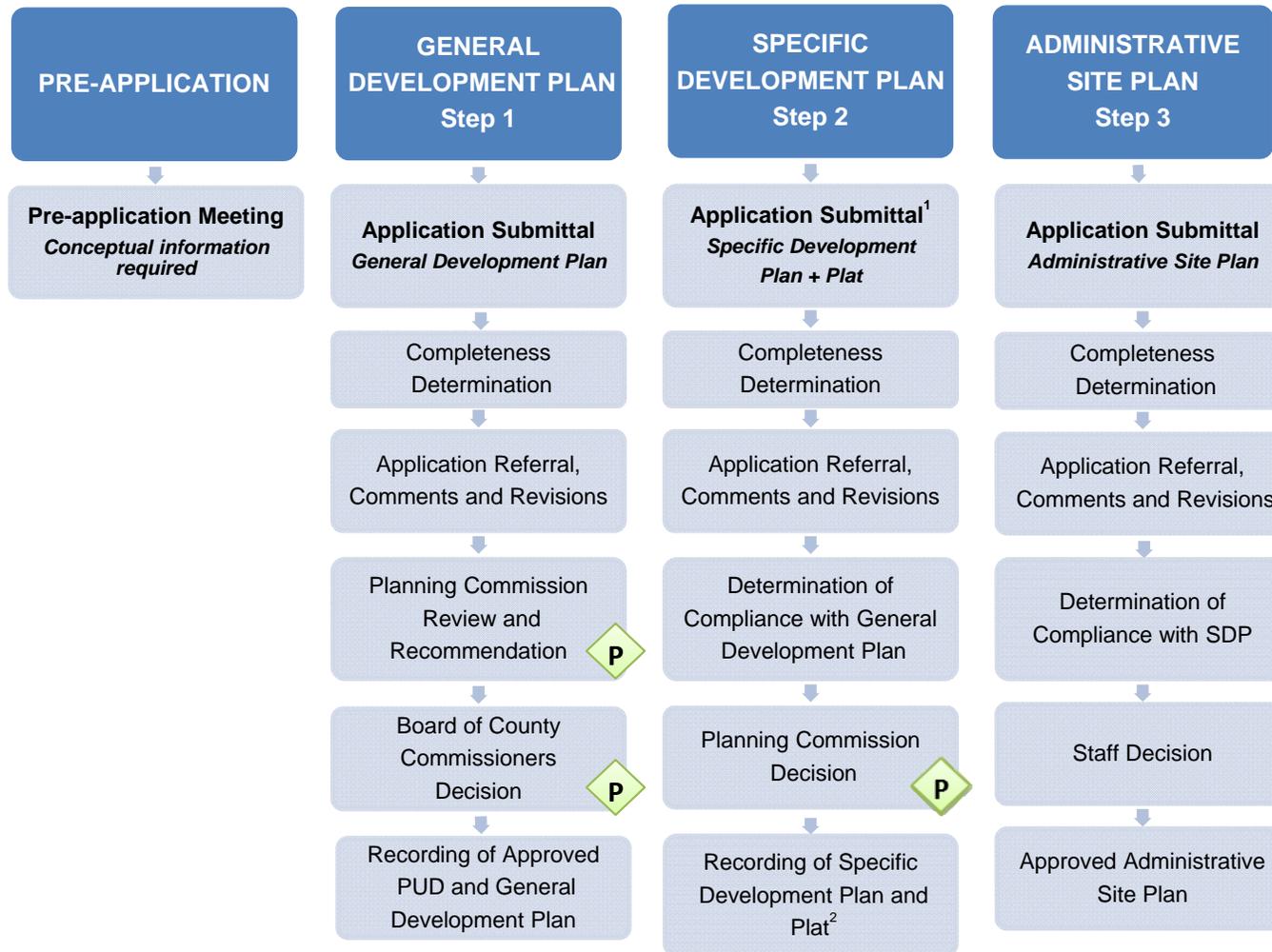
## ▶ **Administrative Site Plan:**

- ▶ Final site-specific detail
- ▶ Must comply with zoning and development standards in SDP and LDC
- ▶ Must comply with building design criteria in SDP
- ▶ Must be consistent with engineering standards
- ▶ Final infrastructure design and location

# Two-Step PUD Review Process



# Three-Step PUD Review Process

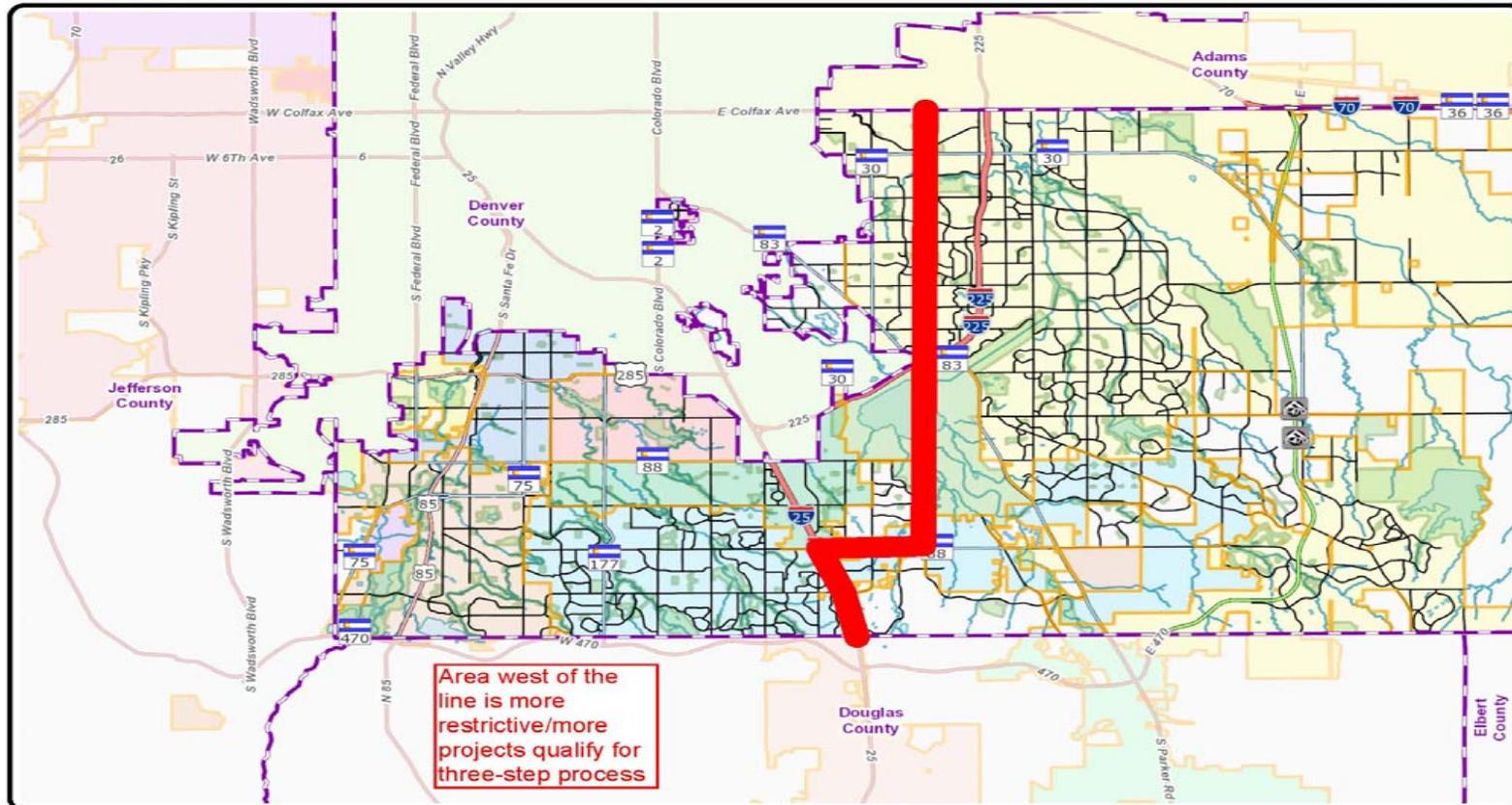


# Two-Step PUD



ARAPAHOE COUNTY  
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## Threshold Criteria – Based on Location



Area west of the line is more restrictive/more projects qualify for three-step process

### PUD Thresholds



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Map Generated On: 10/13/2016

Generated by Arapahoe County's ArapaMAP



Map Location

# Two-Step PUD - Clarion Draft

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## West of Peoria/I-25 Line:

### Only smaller projects get 2-step process

- ▶ 100% Single-Family Detached
  - <math>< 10</math> acres with density  $\leq 10$  du/acre
- ▶ Residential on all or part of the site
  - $\leq 20$  du/acre
  - Non-residential on  $\leq 50\%$  of the site
  - Total site  $\leq 5$  acres
  - Building height  $\leq 40$  feet
- ▶ 100 % Non-Residential with building height  $\leq 40$  feet



# Two-Step PUD – Clarion Draft

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## East of Peoria/I-25 Line:

### Larger projects can also get the 2-step process

- ▶ 100% Single-Family Detached
  - < 40 acres
- ▶ Residential on all or part of the site
  - $\leq 20$  du/acre
  - Non-residential on  $\leq 50\%$  of the site
  - Total site  $\leq 20$  acres
  - Building height  $\leq 55$  feet
- ▶ 100 % Non-Residential with building height  $\leq 55$  feet



# Two-Step PUD - Recommendation by Planning Commission



ARAPAHOE COUNTY  
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**All of Arapahoe County (eliminate the east/west line):  
Only smaller projects get 2-step process**

- ▶ 100% Single-Family Detached
  - <10 acres with density  $\leq 6$  du/acre
- ▶ Residential on all or part of the site
  - $\leq 20$  du/acre
  - Non-residential on  $\leq 50\%$  of the site
  - Total site  $\leq 5$  acres
  - Building height  $\leq 40$  feet
- ▶ 100 % Non-Residential with building height  $\leq 40$  feet

