

## **TUESDAY STAFF BRIEFINGS**

### **March 8, 2016**

**\*\*Please Note Briefings Will Begin Immediately Following Hearings\*\***

All items on this agenda are scheduled for immediately following Hearings and will normally be considered in the order the item appears on the agenda. The Board, at their discretion, may choose to alter the order in which items are considered, may break, or may continue any item to be considered on a future date.

Convene immediately following Hearings; BCC Conference Room, 5th Floor

### **Briefing Items**

- |    |   |  |
|----|---|--|
| 1. | Community First Foundation Funding and Head Start Expansion (25 minutes)      | Lynn Johnson, Amy Sciangula                  |
| 2. | Finance and IT Update - Risk Management (30 minutes)                          | Holly Bjorklund, Mary O'Neil<br>Scott Holzer |
| 3. | CDOT - Aeronautics Discretionary Grant Internship Grant for 2016 (15 minutes) | Jeanie Rossillon                             |
| 4. | Traffic Technician Limited Status Position Request (15 minutes)               | Jeanie Rossillon, Steve Durian               |
| 5. | South Wadsworth/Waterton Road Intersection - CDOT Funding IGA (15 minutes)    | Jeanie Rossillon, Steve Durian               |
| 6. | Traffic Signal Upgrade - IGA Amendment #1 (15 minutes)                        | Jeanie Rossillon, Steve Durian               |

### **County Commissioners' Report**

### **County Manager's Report**

- Appointments to Various Boards and Commissions

### **County Attorney's Report**

### **Executive Session**

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)
- Pilatus - Direction to Negotiators C.R.S 24-6-402(4)(e) (15 minutes)
- JetTech - Direction to Negotiators C.R.S 24-6-402(4)(e) (15 minutes)

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 271-5000 or TDD 271-8071. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.

## TUESDAY STAFF BRIEFINGS

March 8, 2016

<b>Briefing Items</b>			<b>Total Estimated Time: 1 hour 40 minutes</b>
Begin	End	Agenda No.	Title
8:15	8:25	1.	Community First Foundation Funding
8:25	8:55	2.	Finance and IT Update - Risk Management
8:55	9:10	3.	CDOT - Aeronautics Discretionary Grant Internship Grant for 2016
9:10	9:25	4.	Traffic Technician Limited Status Position
9:25	9:40	5.	South Wadsworth/Waterton Roads Intersection - CDOT Funding IGA
9:40	9:55	6.	Traffic Signal Upgrade - IGA Amendment #1
<b>Commissioners Report</b>			<b>Total Estimated Time: 5 minutes</b>
Begin	End	Agenda No.	Title
9:55	10:00	7.	
<b>County Manager Report</b>			<b>Total Estimated Time: 1 hour</b>
Begin	End	Agenda No.	Title
10:00	11:00		Appointments to Various Boards and Commissions
<b>County Attorney Report</b>			<b>Total Estimated Time: 5 minutes</b>
Begin	End	Agenda No.	Title
11:00	11:05		
<b>Executive Session</b>			<b>Total Estimated Time: 45 minutes</b>
Begin	End	Agenda No.	Title
11:05	11:20		Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)
11:20	11:35		Pilatus - Direction to Negotiators C.R.S 24-6-402(4)(e)
11:35	11:50		JetTech - Direction to Negotiators C.R.S 24-6-402(4)(e)

# **BOARD OF COUNTY COMMISSIONERS SCHEDULE**

## **Time\***

## **Topic\***

9:00 – 9:30 a.m.	<b><u>Monday, March 7, 2016</u></b> Legislative Update – Axiom BCC Board Room
8:00 a.m.	<b><u>Tuesday, March 8, 2016</u></b> BCC Meeting - (Hearing Room One) Public Comment Public Hearings
Immediately following Public Hearings	Staff Briefings - (BCC Board Room)
Immediately following Staff Briefings	Ralph Schell - (BCC Board Room)
7:00 – 9:00 a.m.	<b><u>Wednesday, March 9, 2016</u></b> Jefferson County Transportation Action Advocacy Group (JEFFTAAG) Lookout Mountain Conference Room
9:00 – 2:00 p.m.	<b><u>Thursday, March 10, 2016</u></b> Colorado Counties Inc. (CCI) Meeting 800 Grant Street, Suite 500, Denver
11:00 – 12:00 p.m.	3D Systems Grand Opening 5381 South Alkire Circle, Littleton
7:30 – 8:30 a.m.	<b><u>Friday, March 11, 2016</u></b> Colorado Counties Inc. (CCI) Legislative Breakfast State Capital, 200 E. Colfax Ave., Denver
9:00 – 2:00 p.m.	Colorado Counties Inc. (CCI) Meeting 800 Grant St., Suite 500, Denver

\*Emergency Items Or Other County Business For Which Prior Notice Was Not Possible May Be Considered.

**BOARD OF COUNTY COMMISSIONERS BRIEFING**

**March 8, 2016**

**EXECUTIVE SUMMARY**

**HUMAN SERVICES DEPARTMENT**

**Justice Services**

**FOR DISCUSSION/APPROVAL**

**1. ISSUE:**

Acceptance of \$82,500.00 from Community First Foundation to support a planning phase and evaluation of possible collaborative expansion within Jefferson County.

**RECOMMENDATION:**

**That the Board of County Commissioners approves the Child and Youth Leadership's acceptance of \$82,500.00 to study the need and possible outcome of expanding collaboration within the County.**

# BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

Human Services Department  
Justice Services Division

## COMMUNITY FIRST FOUNDATION FUNDING

March 8, 2016

For Information

X for Discussion/Approval

for Action

**ISSUE:** Acceptance of \$82,500.00 from Community First Foundation to support a planning phase and evaluation of possible collaborative expansion within Jefferson County.

**BACKGROUND:** On February 18, 2016, Community First Foundation awarded the Child and Youth Leadership Commission (CYLC) \$82,500.00 to conduct a six-month planning evaluation of current collaboration within Jefferson County culminating with a large, two-day symposium of community members, professionals and stakeholders.

**DISCUSSION:** The current focus of the CYLC is the health and well-being of multi-system involved children, youth and families that reside in Jefferson County. To increase collaboration and grow the ability to meet the changing needs of the community, CYLC plans to expand their current focus of local issues impacting children, youth and families to an expanded approach that positively impacts the health and wellness of all Jefferson County residents. A financially supported planning phase would afford CYLC the opportunity to thoroughly investigate and plan for implementing an organized method to strategically plan the growth of collaboration and efforts. Information gained from the planning phase will expand knowledge of gaps and barriers in the community and pave the way for implementation of increased collaborative efforts, a central and web based sharing platform, and streamlined methods for resources.

**FISCAL IMPACT:** There is no fiscal impact to the County. Community First Foundation funds will be provided at the start of the planning phase and any unspent funds will be returned at completion of the evaluation. There are no new FTE associated with the award.

**RECOMMENDATION:** That the Board of County Commissioners approves the Child and Youth Leadership's acceptance of \$82,500.00 to study the need and possible outcome of expanding collaboration within the County.

**ORIGINATOR:** Lynn Johnson, Executive Director, Human Services Department (x4002)  
**CONTACT:** Amy Sciangula, Child and Youth Leadership Commission Coordinator (x7898)



**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**

**Finance and Information Technology Update – Risk Management  
March 8, 2016**

For Information     For Discussion/Approval     For Action Prior to Future Hearing

**ISSUE:** Update from Finance and IT on the activities and status of Risk Management.

**DISCUSSION:** An update will be provided on the activities of Risk Management, including a status update of workers compensation and general liability claims. In addition, a review of Finance and IT contracts will be included.

**FISCAL IMPACT:** The list of 2016 contracts provided are projects that have been approved in the 2016 budget.

Vendor	Description	2016 Budget	When
Oracle	Annual support for JD Edwards ERP system	\$155,321	April
	Annual EMC Storage Maintenance PowerPath	\$165,000	September
Insight	Annual support and licensing for Microsoft server products	\$209,000	May
TBD	Content Server Upgrade (2015 CIP) consultant services	\$100,000	3Q
TBD	Network Capacity Upgrade (2016 CIP) hardware	\$290,000	2Q
TBD	Storage Capacity Expansion (2016 CIP) computer hardware	\$330,000	2Q
TBD	Database Hardware & Upgrade (2016 CIP)	\$112,000	2Q
TBD	Virtual Desktop Infrastructure (2016 CIP) computer hardware and software	\$300,000	2Q
Kronos/Axsium	Kronos Activities Module (2016 CIP) consultant services and computer software	\$110,680	2Q
Entrust/Optiv	Multifactor Authentication (2016 CIP) computer software	\$125,000	2Q
Eide Bailly	Annual external auditing services	\$293,900	October
IMA	Annual insurance premiums	\$775,000	May

**RECOMMENDATIONS:**

N/A

**ORIGINATOR:**

Holly Bjorklund Director, Finance and IT x8597

# FINANCE & IT DEPARTMENT

BOARD OF COUNTY COMMISSIONERS BRIEFING  
MARCH 8, 2016

## Risk Management Update

Vendor	Description	2016 Budget	When
Oracle	Annual support for JD Edwards ERP system	\$155,321	April
	Annual EMC Storage Maintenance PowerPath	\$165,000	September
Insight	Annual support and licensing for Microsoft server products	\$209,000	May
TBD	Content Server Upgrade (2015 CIP) consultant services	\$100,000	3Q
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Eide Bailly	Annual external auditing services	\$293,900	October
IMA	Annual insurance premiums	\$775,000	May



*“Suspenders and a belt? You must be the guy from Risk Management.”*

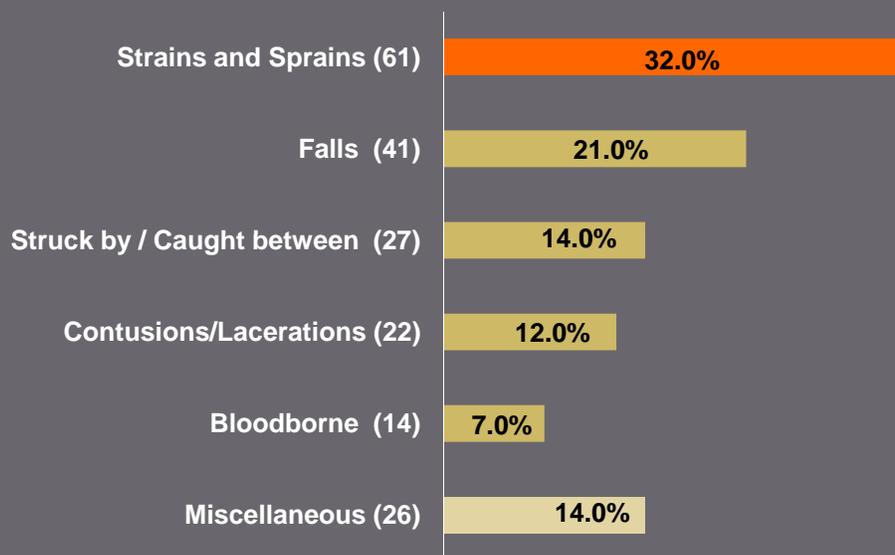
### RISK MANAGEMENT DIVISION



## RISK MANAGEMENT

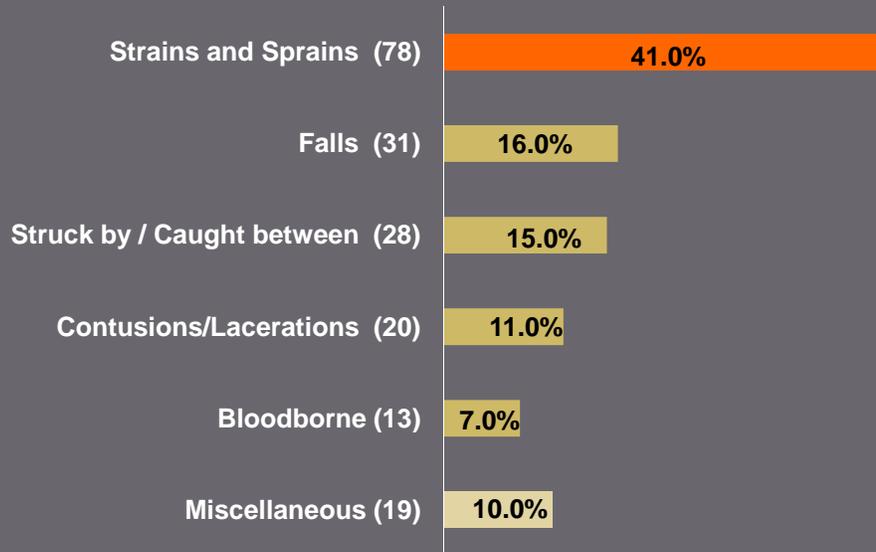
- ❖ Workers' Compensation Claim Summary
- ❖ Workers' Compensation Industry Comparison
- ❖ Workers' Compensation Recovery Numbers
- ❖ Property and Liability Claim Summary
- ❖ Property and Liability Recovery Numbers
- ❖ Risk Management Services
- ❖ Risk Management Resources

## Workers' Compensation Incident Summary 2014\*



\*Percentages are based on 191 total incidents

## Workers' Compensation Incident Summary 2015\*



\*Percentages are based on 189 total incidents

## Workers' Compensation Recovery

From 2011-2013:

\$185,287.64 Paid

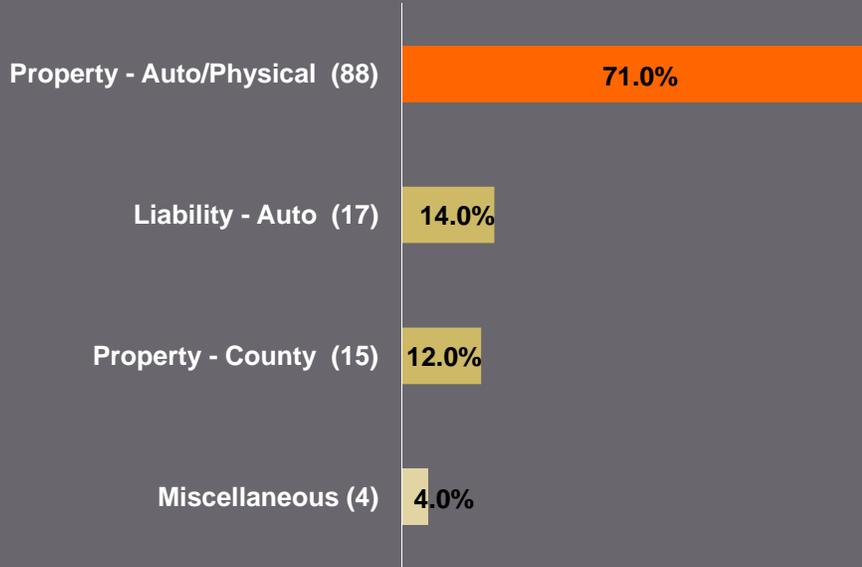
\$56,236.88 was Recovered (30%)

From 2013-Present:

\$184,901.04 Paid

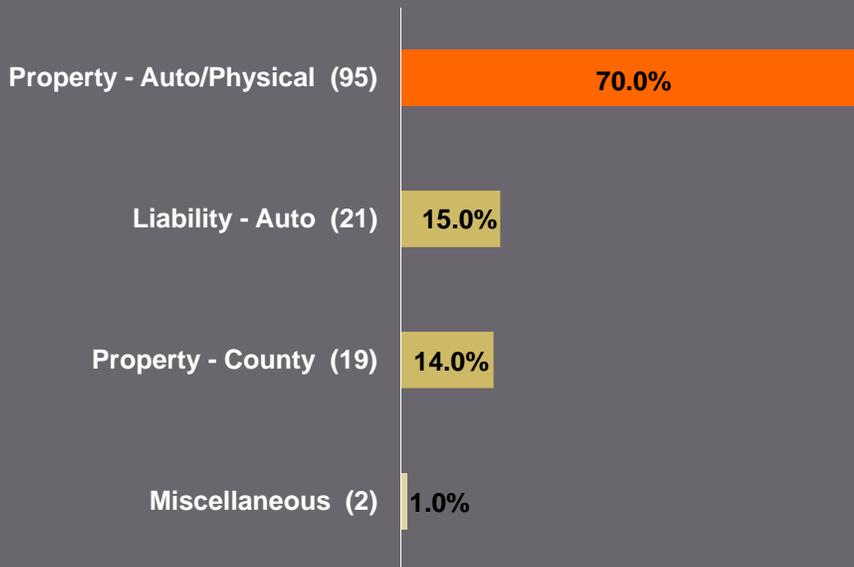
\$157,995.59 was Recovered (85%)

## Property and Liability Incident Summary 2014\*



*\*Percentages are based on 124 total incidents*

## Property and Liability Incident Summary 2015\*



*\*Percentages are based on 137 total incidents*

## Property and Liability Recovery

In 2014:

\$530,970.06 Paid

**\$166,308.11 Recovered** (31%)

In 2015:

\$486,624.03 Paid

**\$175,193.42 Recovered** (36%)



**POOR RISK  
MANAGEMENT**

Just not thinking it all the way through

## Training

- Active Shooter
- Evacuation and Fire Extinguisher
- CPR/AED Training
- Confined Space
- Trenching and Excavation

## Resources

- IMA Video Library
- Webcasts offered by carriers and professional memberships
- Ergonomic Evaluations
- CPR/AED Training

## Additional Activities

- Revitalizing County Safety Committee
- Attending Divisional Safety Committees
- Researching coverage options for urgent care
- Cross-training Risk Management



**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**

**CDOT – Aeronautics Discretionary Grant Internship Grant for 2016**

**March 8, 2016**

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** Will the Board of County Commissioners authorize acceptance of a CDOT – Aeronautics Discretionary Grant for an Airport Operations Internship for 2016 at Rocky Mountain Metropolitan Airport (the “Airport”)?

**BACKGROUND:** The State of Colorado, Department of Transportation – Division of Aeronautics is offering a collegiate internship program focused on airport operations and management for the purpose of enhancing the aviation system in the state. The internship will be offered to students who are enrolled in a four-year aviation management or professional pilot degree program at an institution of higher-learning which has an accredited four-year degree program in a management-related degree. Each internship extends for a period of twelve months.

Since the start of this program in 1992, the benefits to the Airport, as well as to the intern, have been numerous. In most cases our intern has become a vital component to our staff and in many cases they have been hired on permanently as positions became available.

**DISCUSSION:** Given recent changes in insurance requirements and benefits, the Airport works closely with Human Resources to ensure the temporary nature of the Airport intern position. With new benefit requirements, an intern must work less than 130 hours per calendar month. The State agrees to pay, in the form of a grant, 50% of the intern’s compensation up to \$16,640.

**FISCAL IMPACT:** With a proposed salary of \$16/hour, the annual out-of-pocket cost to the Airport is \$9,984 with \$9,984 reimbursed from the State grant. \$9,984 has been budgeted for 2016.

**RECOMMENDATIONS:** Approve a resolution on the business consent agenda to authorize the Chairman to accept Grant funding for a 2016 internship at Metro Airport.

**ORIGINATOR:** Aubrey McGonigle, Airport Administration Manager, ext 4859

**CONTACTS FOR ADDITIONAL INFORMATION:**

Brian Bishop, Airport Operations Manager, ext 4861

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER**

**Traffic Technician Limited Status Position Request  
March 8, 2016**

For Information

For Discussion/Approval  
Prior to Future Hearing

For Action

**ISSUE:** A budget supplemental is needed to approve the recruitment of two limited status positions for the Transportation and Engineering Division (T&E). These positions are Seasonal Traffic Technicians and will assist the Sign and Pavement Marking Crew.

**BACKGROUND:** T&E has a \$50,000 budget to recruit seasonal assistance for this crew. Prior to 2014, 5 seasonal traffic technicians with basically the same job description would be hired to serve this role. Starting in 2014, these positions were restricted to 29.5 hours per week. T&E requested and received approval to change 2 of these positions to limited status with 40 hour work week in 2014 and 2015. The primary role of the two positions is to operate the paint truck during the 4-6 month warm weather season. For best results, the paint truck is operated four ten-hour days a week and stays out on county roads the entire day.

**DISCUSSION:** This approach has worked satisfactorily the past two seasons. The remaining 3 seasonal technicians perform tasks that allow more flexible scheduling to accommodate the 29.5 hour work week.

**FISCAL IMPACT:** No change. T&E carefully tracks the \$50,000 budget for seasonals throughout the year and can accomplish the needed work within budget.

**RECOMMENDATIONS:** Staff recommends that the Board of County Commissioners (BCC) approve the supplemental to facilitate the recruitment for these positions. Further, staff recommends that the BCC allow staff to recruit to fill these positions while the budget supplemental is being processed.

**ORIGINATOR:** Derek Schuler, Transportation & Engineering

**CONTACTS FOR ADDITIONAL INFORMATION:** Steve Durian and Derek Schuler, Transportation & Engineering  
2/23/16

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER****South Wadsworth/Waterton Road Intersection – CDOT Funding IGA  
Amendment No. 1  
March 8, 2016** For Information For Discussion/Approval  
Prior to Future Hearing For Action

**ISSUE:** The Colorado Department of Transportation (CDOT) has requested an amendment to the existing Intergovernmental Funding Agreement (IGA) with the County for the South Wadsworth Boulevard/Waterton Road Intersection project in order to provide the necessary funding for the construction phase of the project.

**BACKGROUND:** Growth in Douglas County in the Roxborough and River Canyon subdivisions has increased traffic volumes, necessitating safety and capacity improvements be made to the intersection. In addition, the Sterling Ranch development in Douglas County will soon be adding traffic through the intersection. Waterton Road provides a connection between Rampart Range Road (which leads to U.S. 85) and South Wadsworth Boulevard (S.H. 121) which connects to C-470.

**DISCUSSION:** Jefferson County's Transportation & Engineering Division applied to CDOT for FASTER funds in 2012 to improve the safety at the intersection. The project will decrease the existing 7% grade on Wadsworth approaching the intersection to 4%. It will also add a free flow right-turn lane for northbound Waterton Road traffic to northbound Wadsworth. Double left-turn lanes will also be included for southbound Wadsworth to southbound Waterton Road traffic. Waterton Road will need to be widened to accept the traffic from the two left-turn lanes. The necessary right-of-way and easement acquisitions are scheduled for 2016 with construction beginning in the fall of 2016.

Amendment No. 1 to the IGA moves unused CDOT funding from the final design to the construction phase. The previously approved amounts for the design phase are being reduced to match the amount in the contract with the design engineer for the project. The reduced design funding is now being moved to the construction phase. CDOT's FASTER funding will pay 50% of the design and construction costs for the project up to the maximum amount that can be reimbursed being \$2,050,000.

**FISCAL IMPACT:** Jefferson's County's funding for matching the CDOT money for both the design and construction phases of this project is from the South Jeffco Impact Fee Fund in the 2016 approved budget. CDOT will be funding 50% of the associated costs for the project up to the maximum amount that can be reimbursed being \$2,050,000. Amendment No. 1 does affect the County's financial contribution or source of funding to the project.

**RECOMMENDATION:** Staff recommends that the IGA amendment be placed on a future business consent agenda for a resolution authorizing the Board of County Commissioners chairman to sign.

**ORIGINATOR:** Brad Bauer, Transportation & Engineering Division, Ext. 8465

**CONTACTS FOR ADDITIONAL INFORMATION:** Steve Durian and Brad Bauer, Transportation & Engineering Division

**ATTACHMENT:**  
CDOT Funding IGA Amendment No. 1

**AMENDMENT**

Amendment No.: 1	Original Agreement Routing No.:	Amendment Routing No.: 16-HA1-ZM-00125
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**1. PARTIES**

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between JEFFERSON COUNTY (hereinafter called the "Local Agency"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the DEPARTMENT OF TRANSPORTATION, (hereinafter called "CDOT").

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. FACTUAL RECITALS**

The Parties entered into the Agreement to widen South Wadsworth for addition of left turn lane & add traffic signal at the intersection of south Wadsworth and Waterton Road in Jefferson County..

**4. CONSIDERATION – COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Agreement and any modification thereto were effective) as part consideration for this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS**

The Amendment and all prior amendments thereto, if any, are modified as follows:

- a) increase State funds of \$276,378.00 by \$1,773,622.00 to a new State Funds of \$2,050,000.00;
- b) increase Required Local Agency Funding of \$276,378.00 by \$1,773,622.00 to a new Required Local Agency Funding of \$2,050,000.00;
- c) increase Total Budgeted Funds of \$552,756.00 by \$3,547,244.00 to a new Total Budgeted Funds of \$4,100,000.00;
- d) decrease design phase encumbrance of \$276,378.00 by \$85,410.00 to a new design phase encumbrance of \$190,968.00;
- e) encumber construction funds of \$1,859,032.00;
- f) replace **Section 8** with modified **Section 8** to reflect changes in funding;
- g) replace **Exhibit C** with **Exhibit C-1** to reflect changes in funding. Any reference to **Exhibit C** shall hereafter refer to **Exhibit C-1**.

**Section 8** is deleted in its entirety and replaced with the following:

**8. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this **§8**, pay the Local Agency in the amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable to the Local Agency under this Grant shall be \$2,050,000.00 (For CDOT accounting purposes, only State FASTER Safety funds of \$2,050,000.00 will be encumbered) unless such amount is increased by an appropriate written modification to this Grant executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of

execution of this Grant, and that such cost is subject to revisions (in accordance with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the State Funds set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs.

## **B. Payment**

### **i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner, approved by the State.

### **ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute.

The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

### **iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may terminate this Grant immediately, in whole or in part, without further liability in accordance with the provisions hereof.

### **iv. Erroneous Payments**

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Grant or other grants, Grants or grants between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

## **C. Use of Funds**

### **i. State FASTER Funds**

State FASTER Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of Exhibit C will be issued by the State with such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

### **ii. Matching Funds**

The matching ratio for the funds for this Work is 50% State FASTER funds to 50% Required Local Agency funds, it being understood that such ratio applies to the \$4,100,000.00.

The Local Agency shall provide matching funds as provided in **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Grant by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Grant by its authorized representatives and paid into its treasury. The Local Agency does not by this Grant irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

**D. Reimbursement of Local Agency Costs**

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Grant and **Exhibit C**. However, any costs incurred by the Local Agency prior to the Effective Date shall not be reimbursed absent specific State Controller approval thereof. Costs shall be:

**i. Reasonable and Necessary**

Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

**ii. Net Cost**

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred)

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENT AGREEMENT**

**\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<b>STATE OF COLORADO</b> John W. Hickenlooper, GOVERNOR	
<b>LOCAL AGENCY</b> <b>JEFFERSON COUNTY</b>	<b>COLORADO DEPARTMENT OF</b> <b>TRANSPORTATION</b> Shailen P. Bhatt, Executive Director
Name: _____ (print name)	By: Joshua Laipply, P.E., Chief Engineer
Title: _____ (print title)	
_____ *Signature	Date: _____
Date: _____	
<b>Additional Local Agency Signature</b> <b>(If Necessary)</b>	<b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General
Name: _____ (print name)	By: Assistant Attorney General
Title: _____ (print title)	
_____ *Signature	Date: _____
Date: _____	

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

<b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD
By: _____ Colorado Department of Transportation
Date: _____

**EXHIBIT C-1 – FUNDING PROVISIONS AND GRANTEE PAYMENT CHECKLIST**

**Cost of Work Estimate**

The estimated total cost the Work (Preliminary and Final Design) is \$4,100,000.00 which is to be funded as follows:

<b>1 BUDGETED FUNDS</b>				
a. State Funds (FASTER Safety @ 50%)				\$2,050,000.00
b. Required Local Agency Funding (@ 50%)				\$2,050,000.00
<b>TOTAL BUDGETED FUNDS</b>				<b>\$4,100,000.00</b>
<b>2 ESTIMATED PAYMENT TO LOCAL AGENCY</b>				
a. State Funds (1a)				\$2,050,000.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>				<b>\$2,050,000.00</b>
<b>3 FOR CDOT ENCUMBRANCE PURPOSES</b>				
a. State Funds Budgeted (1a)				\$2,050,000.00
b. Required Local Agency Funding				(\$0.00)
c. Less ROW Acquisition 3111 and/or ROW Relocation 3109				(\$0.00)
<i>Estimated Total Encumbrance:</i>				<b>\$2,050,000.00</b>
<i>NOTE: Required Local Agency Funding will not be encumbered through this agreement.</i>				
	WBS Element 19188.10.30	Design	3020	\$190,968.00
	WBS Element 19188.20.10	Const	3301	\$1,859,032.00

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER****Traffic Signal Upgrade – IGA Amendment #1  
March 8, 2016** For Information For Discussion/Approval  
Prior to Future Hearing For Action

**ISSUE:** CDOT has requested an amendment to the Intergovernmental Agreement (IGA) with the county for the subject project. The amendment is regarding the funding amounts for the grant. It does not change the total federal funding available, but rather the sub-amounts appropriated to phases of the project. The County's authorized representative is Derek Schuler, or other person as may be designated by the Division Director or County Manager.

**BACKGROUND:** The Transportation & Engineering Division was successful in securing regional Traffic Signal System Improvement Program (TSSIP) funds managed by DRCOG to assist in the upgrade of the County's traffic signal system. T & E had also budgeted an additional local overmatch from sales tax funds for eligible traffic signals on arterials that are in the Southeast Local Improvement District (LID). These two funding sources are currently being used to upgrade the central software, communications infrastructure, and local controllers, which are all outdated. These features will facilitate real-time monitoring and significantly improve responsiveness to traffic signal issues. As the project progressed, it was determined that more funding was needed for the "Construction Phase" and less funding was needed for the "Miscellaneous Phase" (which includes material orders such as Traffic Signal Controllers).

**DISCUSSION:** Approving the amendment will allow for the county to utilize more of the available federal funding based on a current assessment of needs for the project. The Construction Contract was competitively bid out and awarded last fall, providing more detailed cost information. The amendment increases the Construction Phase amount from \$148,500 to \$220,000. The Miscellaneous Phase is reduced from \$251,500 to \$180,000.

**FISCAL IMPACT:** None. The total project budget is \$800,000, with \$400,000 to be reimbursed to the county with TSSIP funding. This amendment does not change the total funding available.

**RECOMMENDATIONS:** Staff recommends that the IGA amendment be placed on a future business consent agenda for a resolution authorizing the Board of County Commissioners chairman to sign.

**ORIGINATOR:** Derek Schuler, Transportation & Engineering

**CONTACTS FOR ADDITIONAL INFORMATION:** Steve Durian and Derek Schuler, Transportation & Engineering

**ATTACHMENTS:**  
IGA Amendment #1

**AMENDMENT**

Amendment No.: 1	Original Agreement Routing No.: 14 HA1 68870	Amendment Routing No.: 16-HAA-ZH-00047
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**1. PARTIES**

This Amendment to the above-referenced Original Agreement (hereinafter called the "Agreement") is entered into by and between Jefferson County (hereinafter called the "Local Agency"), and the State Of Colorado (hereinafter called the "State") acting by and through the Department Of Transportation, (hereinafter called "CDOT").

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. FACTUAL RECITALS**

The Parties entered into the Agreement to furnish and install central traffic system servers, software, workstations, interconnect conduit, communication devices, communication media and uninterrupted power supplies.

**4. CONSIDERATION – COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Agreement and any modification thereto were effective) as part consideration for this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS**

The Agreement and all prior amendments thereto, if any, are modified as follows:

- a) decrease Miscellaneous Phase encumbrance of \$251,500.00 by \$71,500.00 to a new Miscellaneous Phase encumbrance of \$180,000.00; and
- b) increase Construction Phase encumbrance of \$148,500.00 by \$71,500.00 to a new Construction Phase encumbrance of \$220,000.00; and
- c) Exhibit C-1 is deleted in its entirety and replaced by Exhibit C-2 attached hereto and incorporated herein by reference. All references in the Agreement, as previously modified, to Exhibit C-1 shall be removed and replaced with Exhibit C-2.

**7. EFFECTIVE DATE OF AMENDMENT**

The effective date hereof is upon approval of the State Controller or their delegate.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Agreement or any amendment shall always control other provisions in the Agreement or any amendments.

**9. AVAILABLE FUNDS**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENT AGREEMENT**

**\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<b>STATE OF COLORADO</b> John W. Hickenlooper, GOVERNOR	
<b>LOCAL AGENCY</b> <b>JEFFERSON COUNTY</b>  Name: _____ (print name)  Title: _____ (print title)  _____ *Signature  Date: _____	<b>COLORADO DEPARTMENT OF</b> <b>TRANSPORTATION</b> Shailen P. Bhatt, Executive Director  _____ By: <b>Joshua Laipply, P.E., Chief Engineer</b>  Date: _____
<b>Additional Local Agency Signature</b> <b>(If Necessary)</b>  Name: _____ (print name)  Title: _____ (print title)  _____ *Signature  Date: _____	<b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General  _____ By: Assistant Attorney General  Date: _____

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

<b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD  By: _____ Colorado Department of Transportation  Date: _____
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**30. EXHIBIT C-2 – FUNDING PROVISIONS**

**AQC C110-036 (19931)**

**A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$400,000.00, which is to be funded as follows:

<b>1 BUDGETED FUNDS</b>				
a. Federal Funds (100.00% of Participating Costs)				\$400,000.00
b. Local Agency Matching Funds (0.00% of Participating Costs)				\$0.00
<b>TOTAL BUDGETED FUNDS</b>				<b>\$400,000.00</b>
<b>2 ESTIMATED CDOT-INCURRED COSTS</b>				
a. Federal Share (0% of Participating Costs)				\$0.00
b. Local Share				\$0.00
Local Agency Share of Participating Costs		\$0.00		
Local Agency Share of Non-Participating Costs		\$0.00		
<b>TOTAL ESTIMATED CDOT-INCURRED COSTS</b>				<b>\$0.00</b>
<b>3 ESTIMATED PAYMENT TO LOCAL AGENCY</b>				
a. Federal Funds Budgeted (1a)				\$400,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)				\$0.00
c. State Funds Budgeted (1c)				\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>				<b>\$400,000.00</b>
<b>FOR CDOT ENCUMBRANCE PURPOSES</b>				
Total Encumbrance Amount				\$400,000.00
Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$400,000.00
	WBS Element 19931.10.50	Misc	3404	\$180,000.00
	WBS Element 19931.20.10	Const	3301	\$220,000.00

## **B. Matching Funds**

The matching ratio for the federal participating funds for this Work is 100.00% federal-aid funds (CFDA #20.205) to 0.00% Local Agency funds, it being understood that such ratio applies only to the \$400,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$400,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$400,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

## **C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$400,000.00 (for CDOT accounting purposes, the federal funds of \$400,000.00 and the Local Agency matching funds of \$0.00 will be encumbered for a total encumbrance of \$400,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred). It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

## **D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

### **i. Expenditure less than \$750,000**

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

### **ii. Expenditure more than \$750,000-Highway Funds Only**

If the Local Agency expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

### **iii. Expenditure more than \$750,000-Multiple Funding Sources**

If the Local Agency expends more than \$750,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

### **iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

## Board of Adjustment

Openings total - 4  
2 regular, 2 alternate

1. Curt Bourg            Current Alternate Member - reappointment
2. Edward Ford        Current Regular Member - reappointment
3. Michael Hult

Adam Schiche and Grace Wilcox withdrew their applications

**Purpose:** In quasi-judicial hearings, determine requests for variances and special exceptions from the provisions set forth in the Zoning Resolution and consider appeals of decisions or requirements made by a County official or agency made in enforcement of the Zoning Resolution.

**Members and length of terms:**

The Board of Adjustment is made up of volunteers who are appointed by the Board of County Commissioners. Five regular members of the Board of Adjustment are appointed for three-year terms and two alternate members are appointed for one-year terms.

Openings were advertised via Website, BCC Actions and Press Release

## Board of Health

Openings total - 1  
1 regular

1. Dan Bailey
2. Susan Fox
3. Kimberely Krapek
4. Anita Liebsch
5. Susan Moyer

**Purpose:** To make policies and decisions that will help promote health and prevent disease in Jefferson County. The Board encourages public input into its decision-making process and encourages community participation at its regular monthly hearings.

**Members and length of terms:**

Five regular members serving for five-year term.

**No consecutive term limits**

Openings were advertised via Website, BCC Actions and Press Release

## Board of Review

Openings total - 2  
1 regular, 1 Alternate

1. Robert Loveridge      Current Regular Member - reappointment

**Purpose:** To hear appeals in quasi-judicial hearings and make special exceptions and/or amendments of the Building Codes to be considered by the Jefferson County Board of Commissioners.

**Qualifications:**

Must be experienced in building construction. Traditionally, board members have included a registered architect, a registered professional engineer, a building contractor and a citizen.

**Members and length of terms:**

Three regular members serving a three-year term.  
One alternate member serving a one-year term.

No consecutive term limits

Openings were advertised via Website, BCC Actions and Press Release

## Citizen Review Panel

Openings total - 5  
5 regular

1. John Bernhart                      Current Regular - reappointment - Also applied for the Comm. Services Advisory Bd.
2. Sam Wright                         Current Regular - reappointment

Received and application from Jonathan Villarreal, but he does not reside in Jefferson County

**Purpose:** To provide a conflict resolution process to address formal complaints by any person who is the subject of an investigation of a report of child abuse or neglect. This process is to provide a forum for grievances concerning the conduct of county department personnel in performing their statutory duties under the Children's Code that cannot be resolved between the client and the Human Services department.

### **Required or suggested qualifications:**

Members must be representative of the community and reside in Jefferson County; have demonstrable personal or professional knowledge and experience with children; Cannot be employees of the county department of Human Services; and at least one member must be a parent of a minor child at the time of his/her appointment.

### **Members and length of terms:**

Six regular members serving two-year terms.

**No consecutive term limits.**

Openings were advertised via Website, BCC Actions and Press Release

## Developmental Disabilities Resources Board

Openings total - 1  
1 Jefferson County Rep.

1. Tony Catanese      Also applied for Dev. Disabilities Resource Center Bd.
2. Michael Ingram      Also applied for Metro. Football Stadium District Bd.
3. David Pemberton      Current Member - reappointment (Current Board Chair)

**Purpose:** To advise the Jefferson County Board of Commissioners of all operations of the Jefferson County Developmental Disabilities Resource Center that provides services and training for people with developmental disabilities.

**Required or suggested qualifications:**

The Board of County Commissioners appoints **one** member to this board, and he or she must be a county resident.

**Members and length of terms:**

Seventeen regular members that will serve a one-year term.

**No consecutive Term Limits**

Openings were advertised via Website, BCC Actions and Press Release

## Library Board of Trustees

Openings total - 3  
3 regular

- |                      |  |
|----------------------|--|
| 1. Christine Ames    | Also applied for the Comm. Services Advisory Bd. |
| 2. Travis Blacketter | Current regular member - reappointment           |
| 3. Deborah Deal      | Also applied for the Comm. Dev. Advisory Bd.     |
| 4. Brian DeLaet      | Current regular member - reappointment           |
| 5. Susan Marinelli   |  |
| 6. Lila Schow        |  |
| 7. Mariann Storck    |  |

**Purpose:** The Library Board of Trustees is a governing board that governs the affairs of the Jefferson County Public Library that serves its citizens in accordance of the applicable statutes and laws serving the citizens of Jefferson County.

**Qualifications:**

- Must be a Jefferson County resident.

**Meetings:**

Meetings are held on the second and third Thursday of each month.

**Members and length of terms:**

Seven members for three-year terms.

**No consecutive term limits.**

Openings were advertised via Website, BCC Actions and Press Release

## Metropolitan Football Stadium District Board

Openings total - 1  
1 regular member

1. Michael Ingram      Also applied for Developmental Disabilities Resource Center
2. Don Johnson      Current Member - reappointment
3. Bob Rizzuto

**Purpose:** The Metropolitan Football Stadium District Board oversees the Metropolitan Football Stadium District. The commissioners appoint one representative to serve on this board on behalf of Jefferson County.

The district is a body corporate and political subdivision of the state of Colorado established pursuant to the Metropolitan Football Stadium District Act, Article 15, Title 32 of the Colorado Revised Statutes. The district includes all or part of the seven counties in the Denver metropolitan area. It was created for the purpose of planning, acquiring land and constructing a professional football stadium.

The act authorizes the district to levy and collect a sales tax on one-tenth of one percent throughout the district as of Jan. 1, 2001 and will collect the tax for a period not to extend beyond Jan.1, 2012. The sales tax assists the district in financing the acquisition of land, construction of the Stadium and the payments of debt service.

**Members and length of terms:** One Jefferson County representative, 4 year term.

Openings were advertised via Website, BCC Actions and Press Release

# Planning Commission

Openings total - 4  
2 regular members  
2 associate members

1. Eric Blase
2. Tom Hatton                      Current regular member - reappointment
3. Vince Harris                    Current regular member - reappointment
4. Carole Lomond
5. Adam Schiche
6. Jerry Smith
7. Gail Spencer
8. John Watson
9. Curtis Westphal                Current associate member - reappointment

Tim Carl withdrew his application

**Purpose:** The purpose of the Planning Commission is to make recommendations to the County Commissioners on land use applications, regulations and policies presented by the Planning and Zoning Division. The Planning Commission also makes and adopts the County's Comprehensive Master Plan as required by Colorado State Statute.

## Membership

- Seven regular members for three-year terms.
- Two associate members for one-year terms.
- **No consecutive Term limits.**

Openings were advertised via Website, BCC Actions and Press Release

## Scientific and Cultural Facilities District Board

Openings total - 1  
1 regular member

1. Tony Catanese      Also applied for Developmental Disabilities Resource Center
2. Tom Hughes
3. Rob Johnson      Current Member - reappointment

**Purpose:** Since 1989, the SCFD has distributed funds from a 1/10 of one percent sales and use tax to cultural facilities throughout the seven-county Denver, Colorado metropolitan area. The funds support scientific and cultural facilities whose primary purpose is to enlighten and entertain the public through the production, presentation, exhibition, advancement and preservation of art, music, theatre, dance, zoology, botany, natural history and cultural history.

**Members and length of terms:** The SCFD Board of Directors is comprised of eleven members. Board members are chosen by county commissioners in each participating county (in Denver and Broomfield, each respective city council selects the board member). In addition, four members are appointed by the governor. SCFD board members represent different segments of society, including business, education, government, and foundation management.

Each term is for three years. No member shall serve more the two succeeding terms.

Openings were advertised via Website, BCC Actions and Press Release