



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

## **Public Meeting**

**April 5, 2016**

**9:30 A.M.**

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

### **CALL TO ORDER**

Arapahoe County Board of County Commissioners

### **INTRODUCTION**

Ron Carl, County Attorney  
Gail Stumpo, Assistant Clerk to the Board

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **MODIFICATION TO THE AGENDA**

### **ADOPTION OF THE AGENDA**

### **CITIZEN COMMENT PERIOD**

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

### **CONSENT AGENDA**

#### **1. Abatements (29 Resolutions)**

Adoption of twenty-nine (29) resolutions approving the recommendations of the Assessor for an abatement petition as a result of agreements reached between taxpayers and the County regarding the value of property for property tax purposes, pursuant to the terms contained therein

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

Documents: [4-5-16 BSR PAGE ONE.DOC](#), [4-5-16 PAGE TWO.XLSX](#), [SAMPLE ABATEMENT RESOLUTION-DENIALS.DOC](#), [SAMPLE ABATEMENT RESOLUTION-APPROVAL.DOC](#)

**2. Amended Memorandum of Understanding Between Arapahoe County and Aurora Mental Health Center**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the amended Memorandum of Understanding between Arapahoe County and Aurora Mental Health Center for services provided in conjunction with the 2015-2016 Jail Based Behavioral Health Services Grant, at the Arapahoe County Sheriff's Office Detention Facility, pursuant to the terms contained therein

*Olga Fujaros, Budget and Logistics Manager, Sheriff's Office*  
*Vince Line, Detention Bureau Chief, Sheriff's Office*  
*David C. Walcher, Sheriff*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR AUMHC AMENDED 3.10.16.PDF](#), [AUMHC MOU AMENDED 2.24.16 VENDOR SIGNED.PDF](#)

**3. Amendment of Resolution No. 160112 to approve Appointments to the Community Corrections Board**

Adoption of a resolution amending Resolution No. 160112, adopted on Feb. 9, 2016, and approving the appointments of two Agency Representatives, Chief Probation Officer Douglas Gray to fill a vacancy due to the retirement of Chief Probation Officer Robin Leaf, with a term to expire on February 14, 2017 and Lieutenant Jad Lanigan to fill a vacancy for the City of Aurora left by City Council Member Charlie Richardson, with a term to expire on February 14, 2017, and approving appointment of an alternate Agency Representative to the Community Corrections Board, Lieutenant Scott Torpen to serve as an alternate representative for Lieutenant Lanigan

*Carol Dossmann, Executive Assistant , BOCC Administration*  
*Diana Maes, BOCC Administration Manager*

Documents: [COMMUN CORREC BD-BSR AND RESO-DOUGLAS GRAY-LT JANIGAN-LT TORPEN-2016.PDF](#)

**4. Arbitration**

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

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

Documents: [4 APRIL 5, 2016.DOC](#), [SAMPLE ARBITRATION RESOLUTION.DOC](#)

**5. Arbitration**

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

*Ron Carl, County Attorney*

*Karen Thompsen, Paralegal, County Attorney's Office*

Documents: [4 APRIL 5, 2016 - NUMBER 2.DOC](#), [SAMPLE ARBITRATION RESOLUTION.DOC](#)

**6. Board of Assessment Appeals**

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

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

Documents: [4 APRIL 5, 2016.DOC](#), [SAMPLE BAA RESOLUTION.DOC](#)

**7. IGA with Douglas County to Fund a Part-Time Attorney FTE**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an Intergovernmental Agreement with Douglas County, Colorado to fund .5 FTE of a Child Support Attorney within the Arapahoe County Department of Human Services to perform child support enforcement for Douglas County, pursuant to the terms contained therein

*Michael Valentine, Deputy County Attorney*  
*Ron Carl, County Attorney*  
*Todd Weaver, Budget Manager, Finance*

Documents: [BSR - IGA WITH DOUGLAS COUNTY RE HUMAN SERVICES FOR .5 FTE ATTORNEY.DOC](#), [RESO - IGA WITH DOUGLAS COUNTY RE HUMAN SERVICES FOR .5 FTE ATTORNEY.DOC](#)

**8. Lutheran Family Services Aid to Agency Request**

Adoption of a resolution approving an increase in Aid to Agency funding for Lutheran Family Services to \$33,000 for the 2016 grant year, to allow for the continuance of their Older Adult Case Management Program

*Beverly Head, Executive Assistant, BoCC Administration*  
*Diana Maes, BoCC Administration Manager, BoCC Administration*  
*Linda Haley, Senior Resources Division Manager, Community Resources*  
*Don Klemme, Director, Community Resources*  
*Jessica Gapuzan, Performance Management Analyst, Human Services*  
*Cheryl Ternes, Director, Human Services*  
*Janet Kennedy, Director, Finance*  
*John Christofferson, Deputy County Attorney*

Documents: [BSR LUTHERAN FAMILY SERVICES.DOCX](#), [RESOLUTION NO.DOCX](#)

**9. 2016 Agreement for Services Between Arapahoe County and Trinity Services Group for the Provision of Inmate Commissary Services**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the 2016 Agreement for Services between Arapahoe County and Trinity Services Group for the provision of Inmate Commissary Services and Kiosk System for the period of April 1, 2016 to March 31, 2017, at the rates set forth in the Agreement, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*Vince Line, Detention Services Bureau Chief, Sheriff's Office*

*David C. Walcher, Sheriff*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents: [BSR- TRINITY AGREEMENT.PDF](#), [AGREEMENT 2016 SIGNED BY VENDOR.PDF](#), [WAIVER OF PURCHASE POLICIES 2016.PDF](#)

**10. 2016 Click It or Ticket Grant (CIOT)**

Adoption of a resolution authorizing Sheriff, David C. Walcher, to apply for and accept the subsequent grant award for the 2016 Click It or Ticket Grant, pursuant to the terms contained therein

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*David C. Walcher, Sheriff*  
*Todd Weaver, Budget Manager, Finance*  
*Tiffanie Bleau, Assistant County Attorney*

Documents: [2016 BOARD SUMMARY REPORT CIOT.DOC](#), [2016 GRANT EVALUATION FORM.DOC](#), [2016 RESO CIOT.DOC](#)

**11. 2016 – 2017 Victim Assistance and Law Enforcement (VALE) Grant**

Adoption of a resolution ratifying the signature of the Arapahoe County Sheriff, David C. Walcher, on the application for 2016/2017 Victims Assistance and Law Enforcement (VALE) Grant through the 18th Judicial District VALE Board to request funding for a full-time victim's advocate and to accept any subsequent award

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

Documents: [2016 BOARD SUMMARY REPORT VALE.DOC](#), [GRANT EVALUATION FORM FINAL VALE 2016-2017.DOC](#), [RESOLUTION 2016-2017 VALE \(1\).DOC](#)

**GENERAL BUSINESS ITEMS**

**GENERAL BUSINESS - Additional Staffing in Court Services Section for Juvenile Restraint Order**

Consideration of a request from the Arapahoe County Sheriff David C. Walcher for the Board of County Commissioners to authorize the Arapahoe County Sheriff's Office to take necessary actions to comply with Chief Judge Carlos Samour, Jr.'s Administrative Order regarding the use of restraints on juveniles at the Arapahoe County Justice Center and request that appropriations for compliance with the Administrative Order be brought forward through the quarterly budget supplemental process

*PRESENTER: David C. Walcher, Sheriff*

*Olga Fujaros, Budget & Logistics Manager, Sheriff's Office*  
*Vince Line, Detention Facility Bureau Chief, Sheriff's Office*  
*Louie Perea, Undersheriff, Sheriff's Office*  
*Todd Weaver, Budget Manager, Finance*  
*Erin Powers, Assistant County Attorney*

Documents: [BSR JUVENILE RESTRAINTS - GENERAL BUSINESS - 4-5-16.DOCX](#), [RESO JUVENILE RESTRAINTS - GENERAL BUSINESS - 4-5-16.DOCX](#), [MOTION JUVENILE RESTRAINTS - GENERAL BUSINESS - 4-5-16.DOCX](#)

## COMMISSIONER COMMENTS

**\*Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the "General Business" agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

*Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or 303-738-7915 TTY.*

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



## Board Summary Report

**Date:** April 5, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Abatements – I need 29 Resolution Numbers

### **Purpose and Recommendation**

The purpose of this request is for the adoption of 29 resolutions approving the recommendation of the hearing officer for an abatement petition originally denied by the Assessor's Office.

### **Background**

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

### **Discussion**

The following abatement recommendation is a result of the above-mentioned hearing by the hearing officer.

### **Alternatives**

None.

### **Fiscal Impact**

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

### **Concurrence**

The hearing officer and County Attorney support this recommendation.

### **Reviewed By**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

| Petitioner/Parcel Address                  | Parcel Number    | Year | Previous Value | New Value   | Refund |
|--|------------------|------|----------------|-------------|--------|
| Forest Manor LLLP                          | 1973-18-1-02-034 | 2013 | \$16,495       | \$16,495    | \$0.00 |
| 615 South Forest Street                    | 1973-18-1-02-034 | 2014 | \$16,495       | \$16,495    | \$0.00 |
| <b>M1</b>                                  |                  |      |                |             |        |
| Sams Service CO                            | 2077-04-4-15-001 | 2013 | \$2,703,300    | \$2,703,300 | \$0.00 |
| 1314 West Oxford Avenue                    | 2077-04-4-15-001 | 2014 | \$2,703,300    | \$2,703,300 | \$0.00 |
| <b>M1</b>                                  |                  |      |                |             |        |
| Henley J LLC                               | 2075-27-1-01-052 | 2013 | \$1,670,000    | \$1,670,000 | \$0.00 |
| 6880 South Emporia Street                  | 2075-27-1-01-052 | 2014 | \$1,670,000    | \$1,670,000 | \$0.00 |
| <b>M1</b>                                  |                  |      |                |             |        |
| T&D Real Estate Holdings LLC               | 2075-25-3-07-004 | 2013 | \$2,124,000    | \$2,124,000 | \$0.00 |
| 7084 South Revere Parkway                  | 2075-25-3-07-004 | 2014 | \$2,124,000    | \$2,124,000 | \$0.00 |
| <b>M1</b>                                  |                  |      |                |             |        |
| Dove Valley Business Park Associates, Ltd. | 2075-36-1-17-002 | 2013 | \$4,145,773    | \$4,145,773 | \$0.00 |
| 13655 Broncos Parkway                      |                  |      |                |             |        |
| <b>M1</b>                                  |                  |      |                |             |        |
| ANB Bank                                   | 2077-23-4-15-002 | 2013 | \$862,264      | \$862,264   | \$0.00 |
| 2241 East Arapahoe Road                    | 2077-23-4-15-002 | 2014 | \$862,264      | \$862,264   | \$0.00 |
| <b>M1</b>                                  |                  |      |                |             |        |
| Centretch Plaza LLC                        | 26561-69251-001  | 2014 | \$15,000       | \$15,000    | \$0.00 |
| 15620 East 6th Avenue                      |                  |      |                |             |        |
| <b>M1</b>                                  |                  |      |                |             |        |
| Bondi Holdings LLC                         | 2077-32-3-03-016 | 2013 | \$1,791,000    | \$1,791,000 | \$0.00 |
| 8257 Southpark Circle                      | 2077-32-3-03-016 | 2014 | \$1,791,000    | \$1,791,000 | \$0.00 |

| <b>M10</b>   |                                      |              |                            |                            |                  |
|--|--------------------------------------|--------------|----------------------------|----------------------------|------------------|
| <b>Petitioner/Parcel Address</b>   | <b>Parcel Number</b>                 | <b>Year</b>  | <b>Previous Value</b>      | <b>New Value</b>           | <b>Refund</b>    |
| BSS Partnership LLP & Statter Edward F20<br>5265 South Rio Grande Street | 2077-16-2-22-003                     | 2014         | \$2,212,000                | \$2,212,000                | \$0.00           |
| <b>M10</b>   |                                      |              |                            |                            |                  |
| Milliani Investments Arapahoe LLC<br>8100 East Arapahoe Road             | 2075-28-2-18-006                     | 2014         | \$2,250,000                | \$2,250,000                | \$0.00           |
| <b>M10</b>   |                                      |              |                            |                            |                  |
| Swanbrat Properties LLC<br>8200 Southpark Terrace                        | 2077-34-3-06-001                     | 2013         | \$1,990,000                | \$1,990,000                | \$0.00           |
| <b>M10</b>   |                                      |              |                            |                            |                  |
| MKM Properties<br>Parking Lot<br>M10                                     | 1973-11-2-28-001                     | 2013         | \$600                      | \$600                      | \$0.00           |
| Davenport, Thomas H<br>2233 South Geneva Street                          | 1973-27-1-21-001<br>1973-27-1-21-001 | 2013<br>2014 | \$1,600,000<br>\$1,600,000 | \$1,600,000<br>\$1,600,000 | \$0.00<br>\$0.00 |
| <b>M10</b>   |                                      |              |                            |                            |                  |
| Pacific Instruments LLC<br>6221 South Racine Circle                      | 2075-24-2-01-004<br>2075-24-2-01-004 | 2013<br>2014 | \$4,000,000<br>\$4,000,000 | \$4,000,000<br>\$4,000,000 | \$0.00<br>\$0.00 |
| <b>M25</b>   |                                      |              |                            |                            |                  |
| 101 W Floyd LLC<br>101 West Floyd Avenue                                 | 1971-34-3-00-025<br>1971-34-3-00-025 | 2013<br>2014 | \$1,463,000<br>\$1,463,000 | \$1,463,000<br>\$1,463,000 | \$0.00<br>\$0.00 |
| <b>M25</b>   |                                      |              |                            |                            |                  |
| Robro LTD  | 1973-27-1-01-009                     | 2013         | \$425,508                  | \$425,508                  | \$0.00           |

|                                  |                      |             |                       |                  |               |
|----------------------------------|----------------------|-------------|-----------------------|------------------|---------------|
| 0 South Parker Road              | 1973-27-1-01-009     | 2014        | \$425,508             | \$425,508        | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| <b>Petitioner/Parcel Address</b> | <b>Parcel Number</b> | <b>Year</b> | <b>Previous Value</b> | <b>New Value</b> | <b>Refund</b> |
| Wallace, Jean 1/2 & Harvey P     |                      |             |                       |                  |               |
| Wallace Family Trust 1/2         | 2075-17-2-01-069     | 2013        | \$1,900,000           | \$1,900,000      | \$0.00        |
| 6100 East Belleview Avenue       | 2075-17-2-01-069     | 2014        | \$1,900,000           | \$1,900,000      | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| United Machining Inc.            | 2077-09-1-24-009     | 2013        | \$1,866,000           | \$1,866,000      | \$0.00        |
| 4541 South Navajo Street         | 2077-09-1-24-009     | 2014        | \$1,866,000           | \$1,866,000      | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| Moreland Colorado Properties LLC | 2075-27-1-13-001     | 2013        | \$1,520,000           | \$1,520,000      | \$0.00        |
| 9980 East Arapahoe Road          | 2075-27-1-13-001     | 2014        | \$1,520,000           | \$1,520,000      | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| Moreland Colorado Properties LLC | 1973-14-2-29-001     | 2013        | \$2,774,000           | \$2,774,000      | \$0.00        |
| 350 South Havana Street          | 1973-14-2-29-001     | 2014        | \$2,774,000           | \$2,774,000      | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| Moreland Colorado Properties LLC | 2075-27-1-01-028     | 2013        | \$221,590             | \$221,590        | \$0.00        |
| 9800 East Arapahoe Road          | 2075-27-1-01-028     | 2014        | \$221,590             | \$221,590        | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| Pacific Instruments LLC          | 2075-24-3-06-005     | 2013        | \$1,300,000           | \$1,300,000      | \$0.00        |
| 12847 East Peakview Avenue       | 2075-24-3-06-005     | 2014        | \$1,300,000           | \$1,300,000      | \$0.00        |
| <b>M25</b>                       |                      |             |                       |                  |               |
| Statter Edward F                 | 2077-16-2-22-004     | 2013        | \$1,650,000           | \$1,588,000      | \$1,588.79    |
| 5241 Sout Rio Grande Street      | 2077-16-2-22-004     | 2014        | \$1,650,000           | \$1,588,000      | \$1,613.19    |
| <b>M12</b>                       |                      |             |                       |                  |               |
|                                  |                      |             |                       |                  |               |



|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <p>M1. I considered the evidence submitted &amp; testimony given by both the Assessor &amp; the petitioner/agent at this hearing. I find in this case that the Assessor's determination of value is better supported by all of the facts presented.</p>                               |  |  |  |  |  |
| <p>M10. Petitioner/agent voluntarily withdrew this petition prior to the hearing. Withdrawal of the petition is hereby accepted as final action by the Board of County Commissioners. Therefore, the final actual value of this parcel for <u>XXXX</u> is <u>\$X.XXX.XXX.XXX</u>.</p> |  |  |  |  |  |
| <p>M12. The Assessor recommended &amp; the petitioner/agent agreed to this value at the hearing. Based upon all information supplied, I concur with this value.</p>   |  |  |  |  |  |
| <p>M25. Petitioner/agent requested an administrative denial.</p>  |  |  |  |  |  |

**RESOLUTION NO. 160XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

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

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

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

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

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

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

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

**REASON**

The vote was:

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

The Chair declared the motion carried and so ordered.

**RESOLUTION NO. 150XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, \_\_\_\_\_, 2015; and

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

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

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

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

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

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

**REASON**

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 10, 2016

**To:** Board of County Commissioners

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

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

**Subject:** 2015-2016 Amended Memorandum of Understanding with Aurora Mental Health Center for Jail Based Behavioral Health Services at the Arapahoe County Sheriff's Office Detention Facility

### Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the amended Memorandum of Understanding between Arapahoe County and the Aurora Mental Health Center (AuMHC) to provide Jail Based Behavioral Health Services for the inmates at the Arapahoe County Sheriff's Office Detention Facility (ACDF) in conjunction with the 2015-2016 Jail Based Behavioral Services Grant.

### Background

Arapahoe County Detention Facility's Jail Based Behavioral Health Services (JBBHS) program is funded by the JBBHS grant from the State of Colorado Department of Human Services. Arapahoe Douglas Mental Health Network (ADMHN) and AuMHC meet all of the State of Colorado Department of Human Services' requirements and therefore partnered with the Arapahoe County Sheriff's Office (ACSO) in applying for the JBBHS grant in 2011. In accordance with the Request for Application, ACSO's acceptance of the JBBHS grant created a contractual obligation.

### Links to Align Arapahoe

Optimize Use of Resources – Using the services of AuMHC allows ACSO to accept grant funds from the State of Colorado Department of Human Services' Jail Based Behavioral Health Services grant to provide services to inmates.

### Discussion

Arapahoe Douglas Mental Health Network (ADMHN) was providing JBBHS program services along with AuMHC since 2011 but recently reorganized their operations and will no longer be providing services at ACDF. In order for the JBBHS program to provide the same levels of service, ACDF staff has determined that AuMHC should simply expand its current service to cover the

services previously provided by ADMHN. AuMHC has agreed to provide the new services described in the Memorandum of Understanding at the rates outlined in Exhibit B.

**Alternatives**

No other vendor is authorized to provide services under the JBBHS Grant, so those services can only be provided now by AuMHC. If the new Memorandum of Understanding is not approved, the services formerly provided by ADMHN will simply dissolve and that portion of funds awarded by the grant will be unused.

**Fiscal Impact**

The cost of the services covered by the Memorandum of Understanding is funded completely by the 2015-2016 JBBHS Grant.

**Concurrence**

The Administrative Staff of the Arapahoe County Detention Facility is in full support of the Memorandum of Understanding between ACSO and AuMHC.

**Attorney Comments**

**Reviewed By:**

*Olga Fajaros, Budget & Logistics Manager*

*Vince Line, Detention Bureau Chief*

*Louie Perea, Undersheriff*

*David C. Walcher, Sheriff*

*Finance Department*

*County Attorney*

RESOLUTION NO.                    It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Memorandum of Understanding by and between Arapahoe County and Aurora Mental Health Network for services provided in conjunction with the 2015-2016 Jail Based Behavioral Health Services Grant, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of February 2016 by and between ARAPAHOE COUNTY ON BEHALF OF THE ARAPAHOE COUNTY SHERIFF'S OFFICE ("ACSO") and Aurora Mental Health Center ("AuMHC"). ACSO and AuMHC shall be referred to in this Agreement as "the parties."

### RECITALS

WHEREAS, the parties wish to work together to provide jail based behavioral health services to inmates held at the Arapahoe County Detention Facility with substance use and abuse, co-occurring substance use, and a mental health disorder while supporting continuity of care within the community after release from incarceration and as set forth in **Exhibit A** and approved under Resolution #110682; and

WHEREAS, AuMHC has the ability, through its professional expertise, knowledge and experience to provide services as per the Jail Based Behavioral Health Service Grant 1352; and

NOW THEREFORE, the parties agree as follows:

1. **SERVICES AND WORK PROVIDED.** AuMHC agrees to perform, for ACSO, the work and services described in **Exhibit A** of this Agreement which is incorporated herein in its entirety. The contract entity shall maintain compliance with the 2013 Prison Rape Elimination Act Standards while performing described work and services.
2. **COMPENSATION.** In exchange for satisfactory performance of the Services described in **Exhibit A** of this Agreement, ACSO agrees to pay AuMHC for services rendered in accordance with **Exhibit B**. **Exhibit B** will be updated for each award period.
3. **CHANGES.** The parties may, from time to time, request changes to this Agreement including changes in the scope of services or compensation as described in paragraphs 1 and 2 of this Agreement. Such changes that are mutually agreed upon between the parties shall be in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the parties and approved by the Board of County Commissioners or its designee.
4. **TERM.** It is mutually agreed by the parties that the term of this Agreement shall commence on February 23, 2016 and terminate on June 30, 2016. The allocation for the services to be provided in this Agreement is contingent on funding availability and both parties are aware that allocations may change at any time.
5. **TERMINATION.** Either party shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Any such notice shall be given at

least 30 days prior to the effective date of termination. AuMHC representatives shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination.

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

7. NOTICES. Notices concerning termination of this Agreement and any other notices shall be made as follows:

For ACSO: Lt. Steve Clark  
Arapahoe County Sheriff's Office Detention Facility  
7375 South Potomac  
Centennial, CO 80112

For AuMHC: Aurora Mental Health Center  
11059 East Bethany, Suite #200  
Aurora, Colorado 80014

Further, all notices must first be sent to the County Attorney's Office, 5334 S. Prince St. Littleton, CO 80120.

8. SEVERABILITY. In the event any of the provisions of this Agreement are determined to be unenforceable or invalid, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained therein.

9. INDEPENDENT CONTRACTOR. AuMHC is an independent contractor. An independent contractor is not entitled to worker's compensation benefits and is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship. Notwithstanding any provision appearing in this Agreement, all personnel assigned by AuMHC to perform work under the terms of this Agreement shall be and remain at all times employees of AuMHC or employees of their respective employers for all purposes.

10. HEADINGS; RECITALS. The headings contained in this Agreement are for

reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The recitals to this Agreement are incorporated herein.

11. DISPUTES. The County Attorney's Office shall be notified of any disputes arising between the parties relating to the provisions of this Agreement. In the event the parties are unable to informally resolve any disputes relating to the provisions of this Agreement, they will set a Study Session with the Arapahoe County Board of County Commissioners to discuss the reasons for the disputed and proposed resolutions.

12. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they comply with Paragraph 3 of this Agreement.

CONTRACTOR:

By: *[Handwritten Signature]*  
(Signature)

Title: *CEO*

Signed this 23<sup>rd</sup> day of February, 2016

State of Colorado

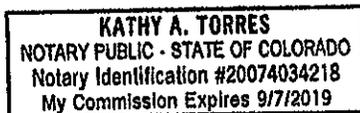
County of: Arapahoe

Subscribed and sworn to before me this 23<sup>rd</sup> day of February, 2016

By: *Randy Steich*

My commission expires: \_\_\_\_\_

*Kat A T*  
Notary Public



SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

\_\_\_\_\_

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

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

**Exhibit A**  
**Memorandum of Understanding**  
**Arapahoe County Sheriff's Office**  
**Aurora Mental Health Center**  
**Jail Based Behavioral Health Services/ HB 1352 funding**

In fulfillment of the Jail Based Behavioral Health Services (JBBHS) grant, Aurora Mental Health Center (AuMHC) will provide in-reach services to the Arapahoe County Sheriff's Office (ACSO) as proposed in the Technical Business Application.

The parties agree that JBBHS funds will be used as follows:

- Fund four full time masters level clinical case managers with specific substance abuse treatment skills (CACII or CACIII preferred or MA level education in Psychology, Sociology or closely related field) employed by AuMHC to provide direct treatment and intervention to selected offenders using manualized intervention and individual case management within the Arapahoe County Detention Facility (ACDF), and community follow-up after release;
- Fund 8.6 hours per month of supervision and management of the clinical case managers by an AuMHC clinical supervisor;
- Purchase support items to maintain communication and documentation, such as cell phone time, computers, mileage and administrative costs.
- Additional positions funded by SB14-215 shall include one full time Bachelor's or Master's level clinician to assist staff as an Intake Coordinator. Fee for service may be substituted for this position if unable to fill with full time staff members.

To manage and support these services, the parties agree that:

- Billing will occur monthly from AuMHC to ACSO for positions and expenditures that fall within the established budget of the grant;
- AuMHC will be responsible for clinical supervision of the clinical staff employed by AuMHC;
- On-site administrative supervision will be provided by the ACDF mental health coordinator;
- Coordination for direct services will be the responsibility of the ACDF mental health coordinator and the supervisors for AuMHC;
- Staff schedules will be discussed as positions become available with the understanding that position may require working evenings and weekends. Schedules are determined based on the needs and availability of Detention staff and security needs
- Regular meetings of the Steering Committee identified in the grant proposal will occur;
- All identified conditions established for treatment provision within the grant will be honored to best of the agencies' abilities.

- Data collection by the agencies for the grant will be limited to data that is currently gathered in the normal delivery of services and to meet requirements of existing Office of Behavioral Health (OBH) standards.



## BOARD SUMMARY REPORT

**Date:** April 5, 2016  
**To:** Board of County Commissioners  
**Through:** Diana Maes, BOCC Administration Manager  
**From:** Carol Dosmann, Executive Assistant, BOCC Administration  
**Subject:** Amend Resolution No. 160112 adopted on February 9, 2016 and approve the appointments of two Agency Representatives to the Community Corrections Board.

### Purpose and Recommendation

Amend Resolution No. 160112 adopted on February 9, 2016 and approve the following two agency appointments to the Community Corrections Board:

Chief Probation Officer Douglas Gray to fill a vacancy due to the retirement of Chief Probation Officer Robin Leaf, with said appointment to expire February 14, 2017.

Lieutenant Jad Lanigan to represent the City of Aurora, to fill a vacancy left by Aurora City Council Member Charlie Richardson, which appointment will expire February 14, 2017. The Board further appoints Lieutenant Scott Torpen to serve as an alternate representative for Lieutenant Lanigan to represent the City of Aurora.

### Background

The Community Corrections Board serves in a planning and oversight capacity for community correction programs within the 18<sup>th</sup> Judicial District, and can accept or reject any offenders referred to Community Corrections for placement.

Through collaborative efforts with the State Division of Criminal Justice and the State Department of Corrections, Board members monitor and enforce program compliance of residential and non-residential standards, as well as the services provided to offenders placed in a Community Corrections program.

### Discussion

### Alternatives

### Fiscal Impact

### Concurrence

Reviewed By:  
Diana Maes, BOCC Administration Manager  
John Christofferson, Deputy County Attorney

**RESOLUTION NO. 160**

It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to amend Resolution No. 160112 adopted on February 9, 2016 and hereby appoint the following two Agency Representatives to the Arapahoe County Community Corrections Board:

Chief Probation Officer Douglas Gray to fill a vacancy due to the retirement of Chief Probation Officer Robin Leaf, with said appointment to expire February 14, 2017.

Lieutenant Jad Lanigan to represent the City of Aurora, to fill a vacancy left by Aurora City Council Member Charlie Richardson, which appointment will expire February 14, 2017. The Board further appoints Lieutenant Scott Torpen to serve as an alternate representative for Lieutenant Lanigan to represent the City of Aurora.

Said appointees shall serve at the pleasure of the Board of County Commissioners, and said Appointees will be removed at any time by action of the Board of County Commissioners with or without good cause shown.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** April 5, 2016

**To:** Board of County Commissioners

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

**From:** Karen Thompsen, Paralegal

**Subject:** Approval of Arbitration Stipulations

### Purpose and Recommendation

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

### Background

These stipulations are the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer’s protest.

### Discussion

The following schedule numbers have been stipulated to (for the tax years 2015/2016):

| <b>Property Owner</b>      | <b>Parcel Number</b> | <b>Reason</b> | <b>Original Value</b> | <b>Stipulated Value</b> |
|----------------------------|----------------------|---------------|-----------------------|-------------------------|
| Pegasus C2, LLC            | 2075-25-3-06-002     | 1.            | \$818,710             | \$682,259               |
| Pegasus C2, LLC            | 2075-25-4-13-001     | 1.            | \$442,743             | \$368,953               |
| Pegasus C2, LLC            | 2075-25-3-06-001     | 1.            | \$818,710             | \$682,259               |
| Random Road Trust          | 2077-12-1-01-002     | 2.            | \$5,074,000           | \$5,009,500             |
| Larry and Barbara Longsine | 2077-19-4-09-002     | 3.            | \$580,100             | \$540,000               |

### Reasons

1. Present worth discounting was applied, which indicated a lower value for each of the three vacant sites. This is raw land value.
2. Comparable sales analysis and property inspection noting deferred maintenance indicates value should be adjusted downward from MRA value.
3. Analysis of comparable sales indicated the value should be lowered to the amount stipulated.

**Alternatives**

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

**Fiscal Impact**

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

**Concurrence**

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

**Reviewed By**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

**RESOLUTION NO. 160XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following property tax Arbitration for tax year XXXX:

| Petitioner | Parcel Number |
|------------|---------------|
|------------|---------------|

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioners agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

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

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** April 5, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of Arbitration Stipulations

### Purpose and Recommendation

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

### Background

These stipulations are the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer’s protest.

### Discussion

The following schedule numbers have been stipulated to (for the tax years 2015/2016):

| <b>Property Owner</b>     | <b>Parcel Number</b> | <b>Reason</b> | <b>Original Value</b> | <b>Stipulated Value</b> |
|---------------------------|----------------------|---------------|-----------------------|-------------------------|
| Second Medici Company LLC | 1975-30-2-42-003     | 1.            | \$6,372,000           | \$5,775,000             |

### Reasons

1. Income approach indicates that adjustment to this value is correct.

### Alternatives

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

### Fiscal Impact

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

**Concurrence**

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

**Reviewed By**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

**RESOLUTION NO. 160XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following property tax Arbitration for tax year XXXX:

| Petitioner | Parcel Number |
|------------|---------------|
|------------|---------------|

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioners agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

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

The vote was:

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

The Chair declared the motion carried and so ordered.



**Board Summary Report**

**Date:** April 5, 2016  
**To:** Board of County Commissioners  
**Through:** Ronald A. Carl, County Attorney  
**From:** Karen Thompsen, Paralegal  
**Subject:** Approval of BAA Stipulation (1 Resolution Number)

**Request and Recommendation**

The purpose of this request is for the adoption of a resolution approving the Board of Assessment Appeals (BAA) stipulations listed below.

**Background**

These stipulations are a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling tax protests filed with the BAA.

**Discussion**

The following BAA docket number has been stipulated to for the tax year indicated below.

| <b>Tax Year</b> | <b>Docket #</b> | <b>Property Owner</b>                | <b>Property Address</b> | <b>Reason</b> | <b>Original Value</b> | <b>Stipulated Value</b> |
|-----------------|-----------------|--------------------------------------|-------------------------|---------------|-----------------------|-------------------------|
| 2015/<br>2016   | 66264           | Kloppenber & Company                 | 2627 West Oxford Avenue | 1.            | \$5,181,000           | \$4,210,000             |
| 2015/<br>2016   | 66071           | Stephen Holmes and Marlene Holmes    | 5223 East Mineral Lane  | 2.            | \$851,400             | \$750,000               |
| 2015/<br>2016   | 66254           | Moreland Properties LLC              | 9701 East Arapahoe Road | 3.            | \$2,058,000           | \$1,875,000             |
| 2015/<br>2016   | 66291           | Peter Kapuranis and Nicole Kapuranis | 17323 East Fair Lane    | 4.            | \$323,400             | \$311,000               |
| 2015/<br>2016   | 66417           | Blue River Properties LLC            | 5001 South Zuni Street  | 5.            | \$4,665,000           | \$4,500,000             |

**Reasons**

1. Income and sales comparison approaches indicate that adjustment to this value is correct.
2. Comparable market sales indicate adjustment to this value is correct.
3. History of vacancy indicates that this value is correct.
4. Comparable market sales and base period sale of the subject indicate that an adjustment to this value is correct.
5. Income approach applying \$7.50 rental rate indicates that adjustment to this value is correct.

**Alternatives**

Let protest proceed to the BAA for a decision. Said alternative would involve unnecessary time and expense for the County and the taxpayer.

**Fiscal Impact**

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

**Concurrence**

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

**Reviewed By:**

Ronald A. Carl, County Attorney  
Karen Thompsen, Paralegal

**RESOLUTION NO. 160XXX** It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Cases (Docket Numbers), for the tax years listed below:

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

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulations. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulations.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 31, 2016

**To:** Board of County Commissioners

**From:** Michael Valentine, Deputy County Attorney, Human Services

**Through:** Ron Carl, County Attorney

**Subject:** Proposed approval of the Intergovernmental Agreement (IGA) between Arapahoe County and Douglas County.

### Request and Recommendation

The County Attorney's Office requests that the Arapahoe County Board of County Commissioners approve the IGA that would allow Douglas County to fully fund half of an existing Arapahoe County Assistant County Attorney position from 0.50 FTE to 1.00 FTE in order to handle the legal work and attorney related responsibilities related to the Douglas County Department of Human Services Child Support Enforcement Division, in addition to continuing to do legal work for the Arapahoe County Department of Human Services Child Support Enforcement Division.

### Background & Discussion

On January 4, 2016, the Board of County Commissioners approved the County Attorney's Office moving forward on increasing the part time .5 FTE Child Support Attorney position to a full time 1.0 position, if an IGA was created to ensure for Arapahoe County that Douglas County would be fully funding the increase from .5 FTE to 1.0 FTE. This step has been accomplished; therefore, the final step before filling the attorney position is the signing of the IGA between the two Counties.

Arapahoe County currently has two full-time attorneys and one half-time attorney dedicated to the approximate 14,400 active child support cases for Arapahoe County citizens. Recently, the Douglas County Attorney and Director for the Douglas County Department of Human Services contacted Arapahoe County regarding the opportunity of Arapahoe County assuming the attorney related responsibilities for child support for the Douglas County Department of Human Services in exchange for Douglas County fully funding a change from the current half time attorney position to a full time attorney position. If this occurred, Douglas County Department of Human Services would continue to maintain its own Child Support Division, and would continue to process the caseworker related responsibilities of the Douglas County Department of Human Services child support cases.

At this time, the Douglas County Department of Human Services has confirmed sufficient funds to fully fund half of the FTE, the IGA is ready to be sign and the vacant Assistant Attorney position is ready to be filled.

Furthermore, to maximize the fiscal success of the Arapahoe County Child Support Division, as well as the Arapahoe County budget, the Child Support Division must meet or exceed federally mandated statistics in order to receive monetary reimbursements and incentives. Therefore, to have a third Arapahoe Assistant County Attorney working 40 hours per week instead of 20 hours per week, and meeting the needs of the more than 50 Arapahoe County Child Support Specialists and Supervisors, will maximize the potential for Arapahoe County to receive the maximum amount of reimbursements and incentives possible under the law.

This proposal would enhance the personal and professional quality of life of the Arapahoe County employee by providing full-time employee salary and benefits, at no additional cost to Arapahoe County or its citizens. The current half-time attorney position is vacant, and the pool of applicants for a full time position with benefits versus a half time position without benefits will continue to be significantly better for Arapahoe County, and it will be contractually clear that the continuation of the full-time employment would be contingent on the continuation of the IGA and Douglas County funding. Therefore, if Douglas County or Arapahoe County could no longer continue with the IGA, or wished to terminate this IGA according to its terms, the full-time employment salary and benefit package would simply revert back to half-time status.

Overall, it would be more advantageous for the Arapahoe County Attorney's Office to retain and recruit a qualified full-time attorney, rather than retain and recruit a part-time employee with limited benefits; particularly one well versed in the specific area of law of child support.

Finally, this proposal would support intergovernmental collaboration, and further Arapahoe County's community and regional partnership with Douglas County, and maximizes the aforementioned financial sustainability of Arapahoe County and its Child Support Enforcement Division.

**Alternatives**

Not entering into the IGA and Arapahoe County could continue to have 2.5 FTE positions handling its child support instead of 3.0 FTE positions, and Douglas County could hire its own replacement for the open part-time child support attorney position in its County.

**Fiscal Impact**

No additional monetary budget expense for Arapahoe County. There is the potential for increased federal reimbursements and monetary incentives for Arapahoe County Department of Human Services and its Child Support Division.

**Reviewed by**

The County Attorney's Office.

**Attorney Comments**

The County Attorney's Office recommends the adoption of the resolution.

**Reviewed By:**

Ron Carl, County Attorney

**RESOLUTION NO. 160**\_\_\_\_ It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to authorize the Chair of the Board of County Commissioners, subject to approval as to form by the County Attorney's Office, to sign the Intergovernmental Agreement between Arapahoe County and Douglas County for Douglas County to fully fund half of an existing Arapahoe County Assistant County Attorney position from 0.50 FTE to 1.00 FTE in order to handle the attorney related responsibilities related to the Douglas County Department of Human Services Child Support Enforcement Division.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** 3/10/16

**To:** Board of County Commissioners

**Through:** Don Klemme, Community Resources Department Director

**From:** Linda Haley, Senior Resources Division Manager

**Subject:** Aid to Agencies Funding Modification Request by Lutheran Family Services

### Recommendation:

At a study session on March 22, 2016, the Board of County Commissioners (BOCC) reviewed Lutheran Family Services (LFS) request to reallocate their Aid to Agencies funding to their African American Caregiver Program and County staff's recommendation to increase the Aid to Agencies funding for LFS from \$25,000 to \$33,000, to allow LFS to continue providing case management services to low income vulnerable adults who do not meet the criteria for Adult Protective Services. The BOCC approved moving this request to the Consent Agenda.

### Background

In 2013, LFS began receiving funding through Aid to Agencies to provide Case Management Services to vulnerable older adults who did not meet the criteria of Arapahoe County's Adult Protective Services but who did need assistance determining needs for services, accessing those services, and solving problems such as housing. These services were targeted toward low income older adults and filled an identified gap in services. At the time, the Denver Regional Council of Governments (DRCOG), functioning as the Area Agency on Aging, was in a transition period between funding outside agencies such as Lutheran Family Services to do Case Management and taking that service in-house and providing it themselves. As the senior population has increased and the housing costs have significantly increased, referrals for and calls from, low income seniors who do not have support systems to access services on their own have continued to increase.

### Links to Align Arapahoe

Providing access to case management services links to Align Arapahoe through Service First and Quality of Life by improving the life situations for vulnerable older adults through connections to services needed to maintain their safety and self-sufficiency.

### Discussion

In their 2016 Aid to Agencies application, LFS requested an increase from \$25,000 to \$33,000 for their Geriatric Case Management program, citing in part the fact that the average amount of time spent per

client in resolving their needs had increased from 31 hours to 85 hours. This increase can largely be tied to the housing needs of the population being served. It requires significant case management time to solve housing problems for low income seniors in the current housing market. This funding increase was not met in the Aid to Agencies process which resulted in LFS making the determination that they could no longer operate this program for the funding provided.

LFS' grant modification request is to move these funds to their African American Caregiver Program, which serves a significant number of Arapahoe County seniors. This program is an excellent program and does in fact provide some case management services to the clientele participating. It does not, however, meet the gap that we continue to see in case management services for low income, vulnerable seniors that don't fit within Adult Protective Services criteria.

The changes in staffing at Arapahoe Douglas Mental Health Network (ADMHN) have also had an impact on the ability to make connections to services for seniors. Prior to December 2015, the Senior Reach program was staffed with an outreach person who answered information and assistance calls and also made home visits to clients and was able to reach out and try to connect this vulnerable population with services. That position no longer exists and the Senior Reach Program is now just an information and assistance call line. This has increased the gap in services.

As noted in LFS' request for modification of their grant (attached), DRCOG is providing case management services to seniors age 60 and over. Staff has reached out to Amy Pulley, Case Management Manager at DRCOG related to their wait list and were provided with the information regarding DRCOG's belief that their wait list would settle in at about four weeks when they complete the hiring process for two additional case management staff. Four weeks is too long to wait to initiate action when someone is under eviction or needs assistance with applications to provide home care or food stamps. Staff also has spoken with Carri Ratazzi, Program Director for Older Adult and Caregiver Services at Lutheran Family Services to determine whether or not they could operate the Case Management Program with \$33,000 and her response was that they could. In an effort to explore other alternatives, staff also met with Human Services staff to determine whether or not there were any possibilities within the Tri County Health Nurse Support Partnership being utilized by Adult Protective Services for clients that don't meet Adult Protective criteria. However, this case management is done by Registered Nurses and the cost far exceeds funds available and brings a specialty, i.e. an RN, into the equation when an RN isn't necessary for the activities that need to be accomplished.

## **Alternatives**

Alternatives include:

1. Approving the increase to \$33,000 to allow LFS to continue providing case management services to vulnerable seniors.
2. Not providing the increase to \$33,000 to LFS and not having case management services available.
3. Allowing LFS to modify their grant by submitting a new application detailing the request for the African American Caregivers Program.
4. Continue to work to seek out other alternatives to provide this service.

**Fiscal Impact**

A balance of funds in the amount of \$20,050 was held back from distribution during the Aid to Agencies process for 2016. The purpose for holding back these funds was to have them available should an emergency occur during the year. \$8,000 from these funds could potentially be used which would reduce the emergency funds to \$12,050.

**Concurrence**

The Aid to Agencies review committee has discussed the alternatives and supports increasing the LFS grant to \$33,000. The BOCC approved moving this item onto the Consent Agenda.

**Reviewed By:**

Linda Haley, Senior Resources Division Manager  
Don Klemme, Community Resources Department Director  
Janet Kennedy, Finance Department Director  
John Christofferson, Deputy County Attorney

Resolution No. \_\_\_\_\_. It was moved by Commissioner \_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_ to approve the increase in Aid to Agency funding for Lutheran Family Services to \$33,000 for the 2016 grant year to allow for the continuance of their Older Adult Case Management Program.

The vote was: Commissioner Bockenfeld, \_\_\_\_\_; Commissioner Doty, \_\_\_\_\_; Commissioner Holen, \_\_\_\_\_; Commissioner Jackson, \_\_\_\_\_; Commissioner Sharpe, \_\_\_\_\_.

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 16, 2016

**To:** Board of County Commissioners

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

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

**Subject:** 2016 Agreement for Services between Arapahoe County and Trinity Services Group for the provision of Inmate Commissary Services and Kiosk System at the Arapahoe County Sheriff's Office Detention Facility (ACDF)

### **Request and Recommendation**

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Agreement for Services between Arapahoe County and Trinity Services Group for the provision of Inmate Commissary Services and Kiosk System.

### **Background**

In 2012, Trinity Services Group was awarded the Commissary Services and Inmate Kiosk System contract as Compass Group, USA under RFP-11-64. The contract was extended three times and then the BoCC approved a Waiver of Solicitation under Resolution 160078.

### **Links to Align Arapahoe**

Fiscal Responsibility – Using the existing kiosk system avoids a long period of training, assimilation, and disruption to the processes of ACDF.

### **Discussion**

The BoCC has already approved a 1+3 year Waiver of Solicitation under Resolution 160078.

### **Alternatives**

The alternative is to issue a solicitation for Inmate Commissary Services and New Kiosk System. This alternative has already been rejected by the approval of a Waiver of Solicitation.

### **Fiscal Impact**

The revenue generated by the Inmate Commissary Services and Kiosk System in 2016 will be similar to that of 2015.

### **Concurrence**

The Administrative Staff of the Detention Facility is in full support of the Agreement for Services with Denver Health and Hospital Authority.

**Reviewed By:**

**Olga Fujaros, Budget & Logistics Manager**

**Vincent Line, Detentions Bureau Chief**

**Louie Perea, Undersheriff**

**David C. Walcher, Sheriff**

**Finance Department**

**County Attorney**

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the 2016 Agreement for Services between Arapahoe County and Trinity Services Group for the provision of Inmate Commissary Services and Kiosk System for the period of April 1, 2016 to March 31, 2017, at the rates set forth in the Agreement, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.

## AGREEMENT FOR SERVICES

Project Number or Name: Commissary Services and Inmate Kiosk System

**THIS AGREEMENT** is entered into as of the 1st day of April, 2016 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Trinity Services Group, Inc. (hereinafter referred to as the "Contractor").

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

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

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

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

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

4. **General Terms and Conditions.**

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

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

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

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

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

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

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

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

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with the 2012 Prison Rape Elimination Act Standards and all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Limits:

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

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

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

Minimum Limits:

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

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Waiver of Subrogation
- Severability of Interests Provision

Additional Insured Endorsement (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

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

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

Minimum Limit:

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

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

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

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

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

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

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

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

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

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

6. **Insurance Certificates.**

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

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

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

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

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

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

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

(SA Form, 1/28/14)

CONTRACTOR : Trinity Services Group, Inc.

By: R. Andrew Garner  
(signature)

Title: VI + CFO

Signed this 16 day of March, 2016

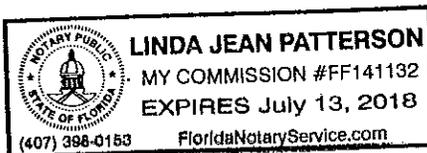
State of ~~Colorado~~ FLORIDA )  
County of Pinellas )

Subscribed and sworn to before me this 16 day of March, 2016

by R. Andrew GARNER

My commission expires \_\_\_\_\_

Linda Jean Patterson  
Notary Public



SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

\_\_\_\_\_

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

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

**EXHIBIT A to Agreement between the County and Trinity Services Group, Inc.**

Project Number or Name: Commissary Services and Inmate Kiosk System.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:
  1. Personnel, employment practices, staffing and schedules:
    - a. The Contractor shall provide all management staff on each scheduled delivery date for complete commissary service at the Arapahoe County Sheriff's Office Detention Facility at times determined by the Detention Administration. The Detention Administration reserves the right to change the scheduled days as necessary for operational needs.
    - b. All employees, present and prospective, shall be subject to a security clearance that includes a background check and criminal history investigation, if desired by the Sheriff's Office. Employees of the Contractor are not required to submit to a polygraph examination for the purpose of employment by the Contractor. The polygraph requirement may be waived at the discretion of the Sheriff's staff.
    - c. Due to the nature of the Sheriff's operation, the Contractor shall agree that all personnel, supplies, equipment and facilities utilized by the Contractor shall be subject to search and/or inspection by the Sheriff's staff without notice and at any time. Contractor staff vehicles shall be subject to search in accordance with statutory and constitutional law while located on the grounds of the Detention Facility.
    - d. The Contractor will provide a trained commissary manager with experience in similar facilities, who will work with the Sheriff's Office administrative staff. Employment of the manager and all other employees of the Contractor at the facilities will be subject to review and approval by the Detention Administration. Included with the bids must be the qualifications and prior work experience. The administrator of the Detention Facility will reserve the right to approve selected management personnel provided by the Contractor. The County reserves the right to require the Contractor to remove and replace employees of the Contractor for just cause.
    - e. All employees of the Contractor shall comply with all the rules, regulations, directives and bulletins of the Sheriff and the Detention Facility staff at all times while in the Detention Facility. Said rules shall be made available by the Sheriff's staff.
    - f. The Contractor will provide bonded and insured support staff.
  2. Training:
    - a. The Contractor shall train its employees assigned to the Detention Facility in accordance with the Detention Services Bureau's policy and procedure directives and all rules and regulations of the County.
    - b. Contractor shall train current and future Sheriff's staff to operate and manage provided kiosk and accounting systems.
  3. Orientation:
    - a. Orientation of new employees of the Contractor shall be the responsibility of the Contractor.
    - b. All employees of the Contractor shall attend a security briefing provided by Sheriff's staff prior to working in the Detention Facility.
  4. Requirements – Commissary Services:

- a. The Contractor shall provide a detailed description of the inmate fund accounting application provided and all accounting procedures. Arapahoe County Information Technology can assist with the development of interfaces with the jail management system for applications provided by the Contractor. The Contractor will be responsible for providing complete and accurate interface specifications. The Contractor will be responsible for all costs associated with requests that require special services such as changes to jail management applications. The Contractor must insure that inmates cannot access the Arapahoe County network. The inmate funds accounting system must comply with Arapahoe County Government computing standards.
- b. The days of service for commissary deliveries will be each Friday, Saturday, and Sunday on an agreed upon schedule. If a delivery date is a government holiday, items will be delivered on the holiday at no additional cost to the County or on a non-holiday that is mutually agreed to.
- c. The maximum amount of weekly, individual inmate sales is \$75.00 to be adjusted as necessary at the request of Detention Administration.
- d. The inmate accounting system will need to have detailed charging for items such as: indigent postage, photocopies, medical services, bond fees, etc. The system must also provide security enabled check writing and the ability to print inmate account balances for certification.

5. Requirements – Kiosk System:

- a. System provides security preventing inmate access to other County systems.
- b. System provides secure Personal Identification Number authentication for inmate access to kiosk application.
- c. Kiosk consists of rugged hardware not susceptible to inmate damage or tampering.
- d. System provides comprehensive audit reporting for all kiosk transactions.
- e. System provides ability for inmates to enter and track the status of requests and grievances.
- f. System offers multiple selectable languages for user interface, minimally English and Spanish.
- g. System provides online access to inmate handbook.
- h. System provides ability for detentions staff to enter general and targeted inmate announcements for display at kiosks with the ability to track inmate acknowledgement of receipt of message.
- i. Contractor provides continuous (24x7x365) support for all system components, data backups, and cash handling. Maximum permissible system downtime is eight hours.
- j. System provides staff the ability to manage and secure the routing of requests and their responses.
- k. System provides ability for inmates to access trust account history.
- l. System includes lobby kiosks with the ability to designate funds deposited for inmates for commissary, bond, or fees.
- m. System provides ability to receive inmate cash at point of booking.
- n. Contractor assumes responsibility for all inmate funds management.

- o. System provides ability to create a debit card for disbursement of inmate account balance upon release at minimal cost to inmate.
- p. Contractor will supply current Payment Card Industry Data Security Standard (PCI DSS) compliance for proposed application, and will maintain compliance for the term of the contract.
- q. Lobby, and booking kiosks are equipped with digital cameras to record user image with timestamp.
- r. Lobby kiosk provides the ability to accept debit and credit cards as well as cash as a form of payment.
- s. Kiosk provides user privacy without room modification such that screen is not easily viewed by other inmates.
- t. System permits the management of kiosk availability by time windows and location of kiosk.
- u. System provides reporting of kiosk usage by user at a supervisory workstation while maintaining compliance with privacy regulations.
- v. System provides ability to limit the number of requests and grievances per day per inmate.
- w. System provides ability to limit the number of characters of text per request.
- x. System provides ability for administrator to review inmate commissary ordering history.
- y. Contractor will provide regular reporting of service requests and their disposition.

6. Desired Features – Kiosk System:

- a. Kiosk provides access to inmate information imported from the jail records management system as follows:
  - Booking number/inmate ID number
  - Inmate name
  - Charges/offenses
  - Description of each charge/offense
  - Disposition
  - Release date for each charge/offense
  - Bond amount
  - Case number
  - Next court date for each charge/offense
  - Approved visitors
- b. Kiosk offers an intuitive, easy to use interface requiring minimal inmate training.
- c. Kiosks are centrally managed; software and information is updated from a supervisory workstation.
- d. Kiosk provides inmate commissary ordering capability with account balance query and update.
- e. Kiosk system software architecture is thin-client.
- f. System provides workflow capability to track and escalate issues.
- g. System provides the ability to add funds to inmate accounts and purchase commissary items via the internet.
- h. Kiosk provides access to online legal research.

7. Contractor Responsibilities – Commissary Management:

- a. The Contractor will assume full responsibility for purchasing supplies and maintaining an acceptable commissary inventory. The Contractor shall bear all costs related to the purchase and storage of commissary inventory.
- b. The Contractor will provide a complete list of products offered. The Contractor will not sell new commissary items or items of different quality and content without the prior approval of the Detention Administration.
- c. The Contractor will be price sensitive and offer pricing comparable to that of the current outside market. Those prices will be subject to review and approval by the Detention Administration for compatibility with local retail prices.
- d. The Sheriff shall provide ingress and egress to the Contractor subject to Detention Facility security requirements. A member of the Sheriff's staff will be present in the day room areas when the Contractor makes its deliveries.
- e. The Contractor shall provide a diverse selection of commissary items to include regional, ethnic, and gender-based considerations for the population of the Detention Facility.
- f. The kiosk application will be the source for all commissary orders and the application will insure that the inmate orders do not exceed inmate account balances.
- g. In case of the kiosk ordering application being unavailable for an extended period, the Sheriff's staff will fax orders to the Contractor by a mutually agreed upon time prior to the delivery schedule. Such manual orders will be on pre-printed order forms supplied by the Contractor. Contractor maintains responsibility for rejecting orders that exceed inmate account balances.
- h. The Contractor shall be responsible for immediately reporting all the facts relating to losses and /or personal injury. The Detention Facility contact person shall determine report recipients.
- i. Upon the expiration or termination of this contract, all inventories of goods remaining shall be the sole responsibility of the Contractor.
- j. The Contractor will be responsible for ordering, receiving, storage, use and accountability for all commissary goods.
- k. The Contractor will not increase commissary orders at the time of delivery. Returns of previously purchased products are permitted at the time of delivery. Resulting account adjustments will be coordinated with the detention staff during the balancing process by the following business day.
- l. All commissary orders will be filled by the Contractor and delivered to the inmate day rooms and/or any other location as requested by the Detention Facility administrator. All items will be delivered using clear plastic bags or wrap.
- m. If an inmate is absent at the time of a commissary delivery but still in custody, the inmate's order shall be retained by the Contractor for future delivery. If an inmate has left the Detention Facility, the Contractor will retain commissary items and will adjust the inmate's account. The Contractor will reduce the day's total gross sales by the adjusted amount.
- n. The Contractor will be responsible for checking the expiration dates on all items, and will not sell outdated items.

8. Contractor Employee Security:

- a. The Contractor agrees to exercise security measures consistent with the nature of the Detention Facility's rules and policies.
- b. The Contractor's staff shall use designated exits and entries into the Detention Facility, and shall be required to wear such identification badges as the Detention Facility deems necessary while on the premises. The Detention Facility shall provide identification badges for all Contractor personnel.
- c. The Contractor's staff shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention programs.
- d. During the term of the contract period, the Sheriff's staff shall provide security measures for the Contractor's employees comparable to that offered to the Sheriff's employees. The Contractor agrees that the Contractor's employees shall be subject to all security regulations and practices of the Detention Facility.
- e. The Detention Facility staff reserves the right to restrict access to the Detention Facility and immediately remove any person without prior notification.
- f. Materials or items that could be used to gain access to the roof, windows or fences may not be brought into the Detention Facility without authorization.
- g. All tools, equipment and supplies will be secured at the end of each working day.
- h. Contractor will immediately report all instances of equipment or tools that are missing or appear to have been tampered with to the Sheriff's personnel in charge of the area.
- i. The Arapahoe County Sheriff's facilities are tobacco free. Tobacco use is prohibited inside the Arapahoe County Sheriff's Detention Facility and on adjacent grounds.

9. Lockdown Procedure:

- a. During lockdown situations, Sheriff's staff may elect to modify or postpone commissary services.
- b. When possible, the Contractor will be notified of an impending lockdown.

10. Required Commissary Records:

- a. The Contractor shall maintain and provide to the Detention Facility staff commissary daily sales information as follows: Individual Sales, Gross Sales, Sales Tax Totals, and Net Daily Sales.
- b. The day following a commissary sales date, the Contractor will submit all documentation necessary to generate payment for the Contractor. The Contractor and Sheriff's staff will jointly reconcile accounts so that payment may be processed.

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

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

- As of the date of this Agreement.

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

The services of the Contractor shall be completed, or shall end, by March 31, 2017 at which time the County shall have the option to renew the contract for subsequent one year periods, provided, however, that the Contractor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

- Lump sum due upon completion:
- Hourly rate of (to be billed monthly).
- Other: Contractor shall be compensated by inmate purchases, per attached pricing document (Exhibit 1).

County will receive a commission rate of 39.25%.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination, unless termination is for cause. If termination is for cause, notice may be given immediately prior to termination.

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

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

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

and (send to both)

Arapahoe County Sheriff's Office Detention Facility  
ATTN: Lt. Tammy Vienot  
7375 South Potomac Street  
Centennial, CO 80112

To the Contractor: Trinity Services Group, Inc.  
ATTN: Chief Operating Officer  
477 Commerce Blvd  
Oldsmar, FL 34677

and (send to both)

Stephen A. Hould, General Counsel  
920 Third Street, Suite D  
Neptune Beach, FL 32266

7. **Special Conditions.**

- No special conditions
- Special Conditions are as follows:

**LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS:** It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. If the Contractor is supplying equipment in conjunction with this contract, the Contractor agrees to retain its equipment at the designated County premise(s) for an additional thirty calendar days after the termination of the contract, at which time the equipment shall be removed from the premise(s). The Contractor shall be allowed to invoice the County for this additional period on a pro rated basis.

**LIMITED CONTRACT EXTENSION TO COMPLETE WORK:** Any specific work assignment which commences prior to the termination date of this contract and which will extend beyond the termination date shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

**PRICE DECREASE DURING CONTRACT:** If prices decrease during the term of the contract, the Contractor must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

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

**DELIVERY OF COMMISSARY PRODUCTS SHALL BE WITHIN FORTY-EIGHT TO SEVENTY-TWO HOURS FROM TIME OF ORDER:** The Contractor shall make deliveries within forty-eight (48) to seventy-two (72) hours after the order is transmitted to the Contractor via email. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Contractor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

**DUPLICATE SHIPMENTS ARE NOT ALLOWED:** The County will not accept duplicate shipments of items. If the Contractor sends duplicate shipments to a County location, the Contractor shall either retrieve the items at no cost to the County or allow the County to retain the items at no cost to the County.

**BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME:** If the successful Contractor experiences a back order of items from its manufacturer or distributor, the Contractor must insure that such back orders are filled within a reasonable period of time. In these cases, the Contractor must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County to prevent inadequate stock levels or stock-outs. The Contractor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders, seek the items from another Contractor, and charge the Contractor for any re procurement costs.

**PACKING SLIP AND/OR DELIVERY TICKET:** The Contractor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order number, date of order, a complete listing of items being delivered, and back order quantities and estimated delivery date of back orders if applicable and allowable. The County's Receiving representative has the authority to reject shipments that do not conform to this requirement.

**FUEL ADJUSTMENTS (SURCHARGES):** The County will not accept fuel adjustments from the firm unless both parties as to amount and very specific timeframe agree upon a negotiated request for such adjustments. Such an agreement must be documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

SALES TAX: The County is exempt from paying State or Local Sales Taxes. Contractors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 98-04527-000, Federal tax I.D. # 84-6000740.

DELIVERY TO FACILITY KITCHEN OR WAREHOUSE: The Contractor shall deliver all commissary items requested through this solicitation to the Arapahoe County Sheriff's Office Detention Facility which is located at 7375 South Potomac, Centennial, CO 80112. Deliveries will only be accepted from 8:00 a.m. to 5:00 p.m. Monday through Friday including County Holidays with the understanding there will be no holiday surcharges assessed. If the Contractor is unwilling or unable to make holiday deliveries at standard rates, the Contractor will negotiate an alternate delivery date with the Administrative Lieutenant. This notification will be provided two (2) weeks in advance. County Holidays are as follows:

- Observance of New Years Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Observance of Christmas Day

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

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO COMMISSARY PRODUCTS SHALL BE CORRECTED BY CONTRACTOR: The Contractor shall promptly correct all deficiencies, defects and/or damages in commissary products delivered to the County. All corrections shall be made within twenty-four (24) hours after such deficiencies, defects and/or damages are verbally reported to the Contractor by the Purchasing Division. The Contractor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

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

PURCHASE OF OTHER ITEMS BASED ON PRICE QUOTES: While the County has listed all major items on the Solicitation which are utilized by the County, there may be ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, the County's Purchasing Division will contact the successful Contractor and obtain a price quote for the ancillary items and will also obtain price quotes from at least two other sources. The County reserves the right to award these ancillary items to the successful Contractor or to another Contractor based on the lowest price quote.

STOCK LEVELS SHALL BE MAINTAINED BY CONTRACTOR: The Contractor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Contractor, the County reserves the right to

cancel the order, purchase the goods elsewhere, and charge the Contractor for any re procurement costs incurred by the County.

**SHELF LIFE OF STOCK:** The successful Contractor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Contractor prior to shipment to the County.

**PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Contractor during the term of this contract. The Contractor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the County.

**ACCIDENT PREVENTION:** The Contractor shall be required to take safety precautions in an effort to protect persons and County property. All contractors and sub contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Contractor which is responsible for same. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

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



ARAPAHOE COUNTY  
COLORADO'S FIRST

### WAIVER OF PURCHASING POLICIES

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

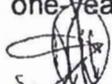
DESCRIPTION OF PROJECT: Commissary Services and Inmate Kiosk System

PRICE <sup>\$200,000</sup> ANNUAL MAINTENANCE: ~~\$200,000.00~~

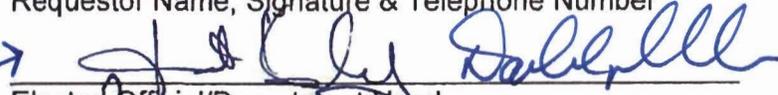
FIXED ASSET Yes  No       FIXED ASSET #

COST CENTER # 207010000    G/L # 54389

JUSTIFICATION: In 2012, Trinity Services Group was awarded the Commissary Services and Inmate Kiosk System contract as Compass Group, USA under RFP-11-64. The contract was extended three times and is due to expire on March 31, 2016. Arapahoe County Sheriff's Office is requesting a waiver of solicitation based upon continuity of operations because it took nearly three full years for the kiosk system and online legal library to be fully functional. Custom software had to be designed by LexisNexis for use on Trinity's kiosk system. Not only is one year not enough time to fully assess the performance of Trinity Services and its kiosk system, but changing vendors and kiosk systems at this time risks another long period of training and assimilation which disrupts the processes of the Arapahoe County Detention Facility. We ask that Arapahoe County enter into a new contract with Trinity Services to continue the newly functional kiosk system and legal library for one year and the option for three one-year extensions.


**Lt. T Vienot \* 9006**    (720)874-3900  
 Requestor Name, Signature & Telephone Number

01.11.16  
 Date

  
 Elected Official/Department Head

1/12/16    011316  
 Date

  
 Purchasing Manager

1/12/16  
 Date

Comments: \_\_\_\_\_  
 Waiver approved, BoCC Reso #140221. Requestor to proceed with PO    Yes  No   
 Requestor to schedule BoCC Drop In & Create Board Summary Report    Yes  No

Janet Kennedy, Director of Finance (not to exceed \$100,000)      Date \_\_\_\_\_

Nancy A. Doty  
BOCC, Chair

2/1/2014  
Date

Requestor to schedule BoCC Consent Agenda & Board Summary Report

Yes  No

Resolution # 160078

**Per BoCC Resolution #140221, Purchasing Manager has authorization for sole approval up to \$25,000 plus exemptions to Policy**



**David C. Walcher**  
Sheriff

**OFFICE OF THE SHERIFF**  
13101 E. Broncos Parkway  
Centennial, Colorado 80112  
Phone: 720-874-4176  
Fax: 720-874-4158  
www.arapahoesherriff.org  
sheriff@arapahoegov.com

## Board Summary Report

**Date:** March 16, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fajaros, Budget & Logistics Manager  
**Subject:** 2016 Click It or Ticket Grant

### Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to authorize the Sheriff, David C. Walcher, to apply for and accept the subsequent grant award for the 2016 Click It or Ticket Grant.

### Background

“Regular seat belt use is the single most effective way to prevent serious injuries and save people from dying in motor vehicle crashes.

CDOT partners with law enforcement agencies, community coalitions and other safety advocates to educate the public about Colorado’s seat belt laws and the importance of wearing seat belts every trip, every time.

With federal funding from NHTSA, CDOT and local law enforcement agencies conduct periodic high-visibility seat belt enforcement waves throughout the year in an effort to save lives and increase seat belt use on Colorado roadways.”

–Colorado Department of Transportation

### Links to Align Arapahoe

Accepting the 2016 Click It or Ticket It grant, will allow the Arapahoe County Sheriff’s Office to optimize the use of resources.

**Discussion**

The Arapahoe County Sheriff's Office would like to apply for a grant from the Colorado Department of Transportation for the 2016 Click It or Ticket It Grant. The funding will reimburse the Sheriff's Office Traffic Team for overtime costs incurred while performing the seat belt enforcements.

**Alternatives**

The alternative is to not accept the grant and not utilize the funding for overtime provided by the grant, to enforce seat belt violations.

**Fiscal Impact**

The Colorado Department of Transportation, Office of Transportation Safety could award the Arapahoe County Sheriff's Office overtime reimbursement to participate in Click It or Ticket It Grant in 2016.

**Concurrence**

The Sheriff's Office Administration is in concurrence with this decision.

**Attorney Comments**

**Reviewed By:**

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

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

### Overview

Grant Name Click IT or Ticket It 2016  
Grantor State of Colorado  
Amount applied for Up to \$23,500  
Application/submission deadline 3/1/16  
Does application/proposal require/imply acceptance? No  
Office/Department/Division applying Arapahoe County Sheriff's Office  
Grant period (time to expend funds) \_\_\_\_\_  
New grant \_\_\_\_\_ Renew existing X Expand existing \_\_\_\_\_  
Previous grant name and dates, if applicable \_\_\_\_\_  
Federal grant \_\_\_\_\_ If so, federal agency \_\_\_\_\_  
If so, CFDA #(s) \_\_\_\_\_  
If on grants.gov, Opportunity # \_\_\_\_\_  
State grant X If so, state agency CDOT  
Are federal funds passed through \_\_\_\_\_  
If so, CFDA #(s) \_\_\_\_\_  
Apply via COGMS online? \_\_\_\_\_  
Other grantor \_\_\_\_\_

### Benefits

What is grant expected to accomplish? Provide overtime for seat belt enforcement  
How does it align with County and department goals and objectives? To improve the quality of life  
How will success be measured Traffic Stops/Public Safety  
What constituency is expected to benefit? \_\_\_\_\_  
New service \_\_\_\_\_ Existing service X Expanded service \_\_\_\_\_  
Alternatives to using grant to accomplish this benefit No Alternatives

### Cost/Budget

Matching funds N/A  
Matching funds required – Cash \_\_\_\_\_ In-kind \_\_\_\_\_ Funding source \_\_\_\_\_  
FTE's N/A  
# New FTE's? \_\_\_\_\_ Duration \_\_\_\_\_  
If not grant funded, describe funding plan \_\_\_\_\_  
Are benefits covered? \_\_\_\_\_ How much? \_\_\_\_\_ If not, plan to cover \_\_\_\_\_  
Describe any potential workman's comp risk \_\_\_\_\_  
If occurred, plans to fund \_\_\_\_\_  
Anticipated unemployment costs when termed \_\_\_\_\_  
Plans to fund unemployment or workman's comp after grant is closed \_\_\_\_\_  
Describe space and equipment available for new FTE \_\_\_\_\_ Are additional space or equipment costs covered in grant? \_\_\_\_\_

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

Fixed/capital asset **N/A**

Describe asset \_\_\_\_\_  
Estimated dollar amount & how derived \_\_\_\_\_  
Did process of estimating costs meet federal or grant requirements? \_\_\_\_\_  
Specific purchasing requirements \_\_\_\_\_  
Requirements for use of asset \_\_\_\_\_  
Requirements for disposition of asset \_\_\_\_\_  
Plan to replace when expired? \_\_\_ When? \_\_\_ How? \_\_\_\_\_ How much? \_\_\_  
Plan for funding IG rents \_\_\_\_\_  
IT hardware/software \_\_\_\_\_  
Anticipated implementation costs and how funded \_\_\_\_\_  
Anticipated implementation timeline \_\_\_\_\_ Corroborated with IT? \_\_\_\_\_  
Priority ranking \_\_\_\_\_  
Staff dedicated to implementation \_\_\_\_\_  
Anticipated asset maintenance costs \_\_\_\_\_ Plan to fund them \_\_\_\_\_

Advance or reimbursement grant **Reimbursement**

If reimbursement, how often will requests be filed **After each enforcement**  
Is there a time frame to be met after which it becomes nonreimbursable? **45day**

How plan to meet that deadline \_\_\_\_\_  
How plan to fund nonreimbursable expenditures \_\_\_\_\_

Allowable costs

Anticipated administration costs \_\_\_\_\_  
What are allowable costs for reimbursement \_\_\_\_\_  
If subject to single audit, will grant pay fees? \_\_\_\_\_  
If audit and admin costs are not covered, plans for funding them \_\_\_\_\_

### **Compliance Requirements**

Does the grant require: **N/A**

EEOP \_\_\_\_\_  
Drug-free workplace \_\_\_\_\_  
Davis-Bacon \_\_\_\_\_  
Minority & women owned preferences or Historically Underutilized Business (HUBS) purchases \_\_\_\_\_

Does acceptance of the grant obligate the County to provide goods/services/service levels/standards beyond the grant period or funding? **No**

If so, describe \_\_\_\_\_  
Plans for funding \_\_\_\_\_

Other compliance requirements specific to this grant \_\_\_\_\_

### **Impact on County Operations**

Does the grant require IT support to implement or support? **No**

Describe plans \_\_\_\_\_

Describe plans for tracking and reporting **B&L**

Requesting Finance to assist in setting up grant tracking system in

SAP **IO's**

Describe the training and experience of the staff responsible for the tracking and reporting of this grant \_\_\_\_\_

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

Does the grant require FFM assistance for additional space for FTE or equipment \_\_\_\_\_

Describe plans \_\_\_\_\_

Will the grant require any change in County or department/office policy? **\_NO\_** \_\_\_\_\_

If so, describe \_\_\_\_\_

Describe any other potential impact on other departments/offices \_\_\_\_\_

### **Other Considerations**

Is there an automatic renewal in subsequent years? **No** \_\_\_\_\_

Is it a regional grant benefiting more than just Arapahoe County \_\_\_\_\_

If so, describe \_\_\_\_\_

Is the County acting as fiscal agent? \_\_\_\_\_

If so, attach narrative describing entities covered, responsibilities, how admin costs are funded, benefits & exposure \_\_\_\_\_

Are funds being passed through to another agency/partner/subgrantee? **\_No\_** \_\_\_\_\_

If so, describe \_\_\_\_\_

Describe plans to monitor subgrantee compliance \_\_\_\_\_

Are others participating in costs? \_\_\_\_\_ How? \_\_\_\_\_

Are there any other potential liabilities \_\_\_\_\_

Name and title of person authorized/responsible for

Grant application **\_Sgt Steve McIntosh\_** \_\_\_\_\_

Required reporting **\_Frank Gomez\_** \_\_\_\_\_

Reimbursement requests \_\_\_\_\_

Plan for approval

Drop-in \_\_\_\_\_

Study Session \_\_\_\_\_

Dept/Office signature only \_\_\_\_\_

### **Staff Contacts Involved in Evaluation Process**

Dept/Office applying for grant **\_Frank Gomez 720-874-4139\_** \_\_\_\_\_

Attorney's Office \_\_\_\_\_

Attorney's Office – Risk Mgmt \_\_\_\_\_

Facilities & Fleet Management \_\_\_\_\_

Finance – Grants \_\_\_\_\_

Finance – Budget \_\_\_\_\_

Finance – Purchasing \_\_\_\_\_

HR \_\_\_\_\_

IT \_\_\_\_\_

### **Attachments**

List attachments

Grant application form \_\_\_\_\_

Grant application instructions \_\_\_\_\_

Specific compliance requirements \_\_\_\_\_

Other, describe \_\_\_\_\_

# Discretionary Grant Evaluation Form

Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

## Signature

Grant submitted by

Name Steve McIntosh

Title Sgt

Elected Official/Department Director/Designee \_\_\_\_\_

Date \_\_\_\_\_

Reviewed by

County Attorney's Office

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Finance Department

Accounting – Grants

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Budget

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Purchasing

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to authorize the Sheriff, David C. Walcher, to apply for and accept the subsequent grant award for the 2016 Click It or Ticket Grant.

The vote was:

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

The Chair declared the motion carried and so ordered.



**David C. Walcher**  
Sheriff

**OFFICE OF THE SHERIFF**  
13101 E. Broncos Parkway  
Centennial, Colorado 80112  
Phone: 720-874-4176  
Fax: 720-874-4158  
www.arapahoesherriff.org  
sheriff@arapahoegov.com

## Board Summary Report

**Date:** March 16, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fajaros, Budget & Logistics Manager  
**Subject:** 2016 – 2017 Grant Application Victim Assistance and Law Enforcement

### Request and Recommendation

Request the Board of County Commissioners to ratify the Sheriff's signature and accept the subsequent grant award for the 2016/2017 VALE (Victim Assistance and Law Enforcement) Grant.

### Background

For more than 10 years, a Victim Advocate position has been funded through VALE Grants. The Arapahoe County Sheriff's Office has been providing Victim Assistance Services since the mid 1980's, before such services were mandated by an Amendment to the Colorado Constitution in 1992.

### Discussion

The Arapahoe County Sheriff's Office Victim Assistance Program responds to nearly 3,000 Victim Rights Amendment (VRA) crimes each year. The number of VRA crimes does not include the person-in-need calls that are handled daily. The program utilizes volunteer advocates to respond to calls during non-office hours and provides annual 50-hour training academies for new volunteer advocates. The response to crime victims includes responding to hospitals, homes, schools, or whatever location requested by a deputy. Volunteers also provide contact to victims via phone calls at the request of a deputy. In addition, there is day-to-day contact with the District Attorney's Office regarding specific cases and follow-up with victims to ensure that they are informed of their rights as mandated by law. These duties, as well as training all volunteer advocates, are handled by the two full-time advocate positions and the full-time grant funded advocate position.

### Alternatives

The alternative is to not accept the grant and not receive funding for the current full-time position.

**Fiscal Impact**

If the application is approved as written, the award will fully support the salary and wage cost of the full-time Victim Advocate position.

**Concurrence**

The Sheriff's Office Administration is in concurrence with this decision.

**Attorney Comments**

**Reviewed By:**

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

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

### Overview

Grant Name **Victim Assistance Law Enforcement** \_\_\_\_\_

Grantor **18<sup>th</sup> Judicial District** \_\_\_\_\_

Amount applied for **\$58,000** \_\_\_\_\_

Application/submission deadline **3/4/16** \_\_\_\_\_

Does application/proposal require/imply acceptance? \_\_\_\_\_

Office/Department/Division applying **Arapahoe County Sheriff's Office** \_\_\_\_\_

Grant period (time to expend funds) **7/1/16-6/30/17** \_\_\_\_\_

New grant \_\_\_\_\_ Renew existing  Expand existing \_\_\_\_\_

Previous grant name and dates, if applicable \_\_\_\_\_

Federal grant \_\_\_\_\_ If so, federal agency \_\_\_\_\_

If so, CFDA #(s) \_\_\_\_\_

If on grants.gov, Opportunity # \_\_\_\_\_

State grant  If so, state agency **18<sup>th</sup> Judicial District** \_\_\_\_\_

Are federal funds passed through \_\_\_\_\_

If so, CFDA #(s) \_\_\_\_\_

Apply via COGMS online? \_\_\_\_\_

Other grantor \_\_\_\_\_

### Benefits

What is grant expected to accomplish? **Provide victim assistances to victims in the time of need** \_\_\_\_\_

How does it align with County and department goals and objectives? **Public Safety** \_\_\_\_\_

How will success be measured **Public Safety** \_\_\_\_\_

What constituency is expected to benefit? \_\_\_\_\_

New service \_\_\_\_\_ Existing service \_\_\_\_\_ Expanded service

Alternatives to using grant to accomplish this benefit **Not accepting the grant Funding and not providing the expanded service to the community** \_\_\_\_\_

### Cost/Budget

Matching funds

Matching funds required – Cash \_\_\_\_\_ In-kind \_\_\_\_\_ Funding source \_\_\_\_\_

FTE's

# New FTE's? \_\_\_\_\_ Duration \_\_\_\_\_

If not grant funded, describe funding plan \_\_\_\_\_

Are benefits covered? \_\_\_\_\_ How much? \_\_\_\_\_ If not, plan to cover \_\_\_\_\_

Describe any potential workman's comp risk \_\_\_\_\_

If occurred, plans to fund \_\_\_\_\_

Anticipated unemployment costs when termed \_\_\_\_\_

Plans to fund unemployment or workman's comp after grant is closed \_\_\_\_\_

Describe space and equipment available for new FTE \_\_\_\_\_

Are additional space or equipment costs covered in grant? \_\_\_\_\_

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

### Fixed/capital asset

Describe asset \_\_\_\_\_

Estimated dollar amount & how derived \_\_\_\_\_

Did process of estimating costs meet federal or grant requirements? \_\_\_\_\_

Specific purchasing requirements \_\_\_\_\_

Requirements for use of asset \_\_\_\_\_

Requirements for disposition of asset \_\_\_\_\_

Plan to replace when expired? \_\_\_ When? \_\_\_ How? \_\_\_\_\_ How much? \_\_\_

Plan for funding IG rents \_\_\_\_\_

IT hardware/software \_\_\_\_\_

Anticipated implementation costs and how funded \_\_\_\_\_

Anticipated implementation timeline \_\_\_\_\_ Corroborated with IT? \_\_\_\_\_

Priority ranking \_\_\_\_\_

Staff dedicated to implementation \_\_\_\_\_

Anticipated asset maintenance costs \_\_\_\_\_ Plan to fund them \_\_\_\_\_

### Advance or reimbursement grant \_\_\_\_\_

If reimbursement, how often will requests be filed **Quarterly** \_\_\_\_\_

Is there a time frame to be met after which it becomes nonreimbursable? \_\_\_\_\_

How plan to meet that deadline \_\_\_\_\_

How plan to fund nonreimbursable expenditures \_\_\_\_\_

### Allowable costs

Anticipated administration costs \_\_\_\_\_

What are allowable costs for reimbursement \_\_\_\_\_

If subject to single audit, will grant pay fees? \_\_\_\_\_

If audit and admin costs are not covered, plans for funding them \_\_\_\_\_

## **Compliance Requirements**

Does the grant require:

EEOP \_\_\_\_\_

Drug-free workplace \_\_\_\_\_

Davis-Bacon \_\_\_\_\_

Minority & women owned preferences or Historically Underutilized Business (HUBS) purchases \_\_\_\_\_

Does acceptance of the grant obligate the County to provide goods/services/service levels/standards beyond the grant period or funding? \_\_\_\_\_

If so, describe \_\_\_\_\_

Plans for funding \_\_\_\_\_

Other compliance requirements specific to this grant \_\_\_\_\_

## **Impact on County Operations**

Does the grant require IT support to implement or support? \_\_\_\_\_

Describe plans \_\_\_\_\_

Describe plans for tracking and reporting \_\_\_\_\_

Requesting Finance to assist in setting up grant tracking system in

SAP \_\_\_\_\_

Describe the training and experience of the staff responsible for the tracking and reporting of this grant \_\_\_\_\_

# Discretionary Grant Evaluation Form

## Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

Does the grant require FFM assistance for additional space for FTE or equipment \_\_\_\_\_

Describe plans \_\_\_\_\_

Will the grant require any change in County or department/office policy? \_\_\_\_\_

If so, describe \_\_\_\_\_

Describe any other potential impact on other departments/offices \_\_\_\_\_

### **Other Considerations**

Is there an automatic renewal in subsequent years? \_\_\_\_\_

Is it a regional grant benefiting more than just Arapahoe County \_\_\_\_\_

If so, describe \_\_\_\_\_

Is the County acting as fiscal agent? \_\_\_\_\_

If so, attach narrative describing entities covered, responsibilities, how admin costs are funded, benefits & exposure \_\_\_\_\_

Are funds being passed through to another agency/partner/subgrantee? \_\_\_\_\_

If so, describe \_\_\_\_\_

Describe plans to monitor subgrantee compliance \_\_\_\_\_

Are others participating in costs? \_\_\_\_\_ How? \_\_\_\_\_

Are there any other potential liabilities \_\_\_\_\_

Name and title of person authorized/responsible for \_\_\_\_\_

Grant application **Kathleen Beebe/Victim Assistance Coordinator** \_\_\_\_\_

Required reporting **Kathleen Beebe** \_\_\_\_\_

Reimbursement requests **Frank Gomez** \_\_\_\_\_

Plan for approval \_\_\_\_\_

Drop-in \_\_\_\_\_

Study Session \_\_\_\_\_

Dept/Office signature only \_\_\_\_\_

### **Staff Contacts Involved in Evaluation Process**

Dept/Office applying for grant \_\_\_\_\_

Attorney's Office \_\_\_\_\_

Attorney's Office – Risk Mgmt \_\_\_\_\_

Facilities & Fleet Management \_\_\_\_\_

Finance – Grants \_\_\_\_\_

Finance – Budget \_\_\_\_\_

Finance – Purchasing \_\_\_\_\_

HR \_\_\_\_\_

IT \_\_\_\_\_

### **Attachments**

List attachments \_\_\_\_\_

Grant application form \_\_\_\_\_

Grant application instructions \_\_\_\_\_

Specific compliance requirements \_\_\_\_\_

Other, describe \_\_\_\_\_

# Discretionary Grant Evaluation Form

Arapahoe County Government

# \_\_\_\_\_ (Dept Code-Year-Number)

## Signature

Grant submitted by

Name **Kathleen Beebe** \_\_\_\_\_

Title **Victim Assistance Coordinator** \_\_\_\_\_

Elected Official/Department Director/Designee \_\_\_\_\_

Date \_\_\_\_\_

Reviewed by

County Attorney's Office

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

Finance Department

Accounting – Grants

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Budget

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

Purchasing

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Comments \_\_\_\_\_

## **AUTHORIZATION TO APPLY AND ACCEPT GRANT**

**RESOLUTION NO.** It was moved by Commissioner and duly seconded by Commissioner to ratify the signature of the Arapahoe County Sheriff, David C. Walcher, on the application for the Victim Assistance Law Enforcement Grant through the 18<sup>th</sup> Judicial District VALE Board to request funding for a full-time Victim's Advocate and to accept any subsequent award, pursuant to the terms contained therein.

The vote was:

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

The Chair declared the motion carried and so ordered.



## Board Summary Report

**Date:** March 31, 2016  
**To:** Board of County Commissioners  
**Through:** David C. Walcher, Sheriff  
**From:** Olga Fajaros, Budget & Logistics Manager  
**Subject:** Additional Staffing for Court Services Section at the Detention Facility

### Request and Recommendation

The Arapahoe County Sheriff requests the Board of County Commissioners to authorize the Arapahoe County Sheriff's Office to take necessary actions to comply with Chief Judge Carlos Samour's Administrative Order revising the policy regarding the use of restraints on in-custody juveniles during pre-trial and post-trial proceedings in juvenile court at the Arapahoe County Justice Center and to request that appropriations necessary for compliance with the Administrative Order be brought forward through the regularly scheduled quarterly budget supplemental process.

### Background

The growing trend regarding the removal of restraints (shackles and handcuffs) from in-custody juveniles appearing in courtrooms for hearings has been a topic of discussion and debate at the National, State and local (18<sup>th</sup> Judicial District) levels. At the state and local level this has been largely due to the efforts of the Office of the State Public Defender, who has advocated for the removal of all juvenile restraints. The 18<sup>th</sup> Judicial District is one of the last judicial districts in the State to continue restraining all in-custody juveniles in the courtroom. The Arapahoe County Sheriff's Office is not philosophically opposed to removing restraints from those juveniles who are determined to be a low risk to attempt escape and low risk to be a danger to themselves or others, if the appropriate staffing is in place to safely carry out the statutory duties of providing safety and security at the courthouse.

Chief Judge Carlos Samour has held several meetings regarding the 18<sup>th</sup> Judicial District's policy and the Chief Judge's previous order to remain status quo (restraining all in-custody juveniles) has been rescinded. On March 10, 2016, the Chief Judge issued an Administrative Order revising the policy regarding the use of restraints on in-custody juveniles during pre-trial and post-trial proceedings in juvenile court. The new procedure will require an individualized, case-by-case evaluation to determine whether restraints are necessary on in-custody juveniles. As a result of this new order/procedure, the Arapahoe County Sheriff's Office will be forced to remove

restraints from some juveniles appearing in court, which will require additional staffing to ensure the safety of the courts, public and the in-custody juveniles.

Chief Judge Samour understands this will require more security measures, in the form of staffing, to be put in place prior to the Sheriff's Office being able to facilitate this from a staffing perspective.

Currently, there are only four (4) deputies assigned to Courthouse 2 where the juvenile divisions are located. These deputies are responsible for probation arrests, courtroom security, inmate security, transporting inmates, and responding to any calls for service in Courthouse 2.

### **Links to Align Arapahoe**

Improve Services— The addition of 2 deputies will allow the Sheriff's Office to continue to provide the needed security for the Courthouse to operate safely. This will provide a safe environment for the citizens of Arapahoe County to conduct their business, while meeting the Administrative Order issued by the Chief Judge.

### **Discussion**

Through process mapping, internal discussions and walk-throughs involving Sheriff's Office staff and court staff, it has been determined that in order to continue to provide the necessary safety and security of the courthouse that 2 additional deputy sheriffs will be required for assignment to Courthouse 2.

When restraints are removed from any in-custody juveniles consistent with the Administrative Order, more deputies will need to be assigned to the affected divisions. For an unrestrained in-custody juvenile, there will need to be a minimum of two (2) deputies assigned to the inmate at all times to prevent escape and protect court staff, attorneys and the general public. It is understood by Sheriff's Office staff that a set of criteria will be used as consideration by the presiding judicial officer in determining whether or not an in-custody juvenile will remain in restraints inside the courtroom. The assigned deputies will review available information pertaining to the juvenile (NCIC/CCIC, information provided by other jurisdictions, current case information and charges and in-house records), and utilizing established criteria set forth by the Chief Judge will make a restraints recommendation to the court. The Court (presiding judge or magistrate) will then make the determination on each in-custody juvenile whether restraints are necessary.

There are times that unrestrained in-custody juveniles may be present for hearings or other court proceedings in more than one courtroom at one time, which will require a higher level of staffing in the affected courtrooms while also maintaining security of the remainder of the courthouse. Occasionally, juveniles appear while on a safety/suicide watch. These occasions will also require a higher level of security. These circumstances can be dealt with and appropriately staffed with the increase in 2 FTEs being requested.

**Alternatives**

Given the order issued by the Chief Judge on March 10, 2016, there is no acceptable alternative to this proposal. This need has been identified after careful and thoughtful review, discussion and analysis. It is necessary to maintain the level of security required to meet the Sheriff's Office statutory mandate to provide security in the courthouse.

**Fiscal Impact**

The cost of the increase in staffing is as follows:

|  |           |
|--|-----------|
| Total First Year cost (Salary, Benefits and Equipment) | \$171,732 |
| Total Ongoing Cost (Salary, Benefits and Equipment)    | \$176,202 |

**Concurrence**

The Sheriff's Office Detention Services Bureau is in concurrence with this decision.

**Reviewed By:**

- Olga Fajaros, Budget & Logistics Manager
- Vincent Line, Detention Services Bureau Chief
- Louie Perea, Undersheriff
- David C. Walcher, Sheriff
- Finance Department
- County Attorney

**RESOLUTION NO. 160**\_\_\_ It was moved by Commissioner \_\_\_ and duly seconded by Commissioner \_\_\_ to authorize Arapahoe County Sheriff David C. Walcher to take necessary actions within the Arapahoe County Sheriff's Office to comply with Chief Judge Carlos Samour's Administrative Order issued March 10, 2016, revising the policy regarding the use of restraints on in-custody juveniles during pre-trial and post-trial proceedings in juvenile court at the Arapahoe County Justice Center, and to recommend that the Arapahoe County Sheriff bring forward appropriations necessary for compliance with the Administrative Order through the regularly scheduled quarterly budget supplemental process.

The vote was:

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

The Chair declared the motion carried and so ordered.

**MOTION: Additional Staffing In Court Services Section For Juvenile Restraint Order**

I move to approve/not approve authorization of Arapahoe County Sheriff David C. Walcher to take necessary actions within the Arapahoe County Sheriff's Office to comply with Chief Judge Carlos Samour's Administrative Order issued March 10, 2016, revising the policy regarding the use of restraints on in-custody juveniles during pre-trial and post-trial proceedings in juvenile court at the Arapahoe County Justice Center, and to recommend that the Arapahoe County Sheriff bring forward appropriations necessary for compliance with the Administrative Order through the regularly scheduled quarterly budget supplemental process.