



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

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

**Study Session  
November 30, 2020**

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

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

**Study Session Topics**

**11:00 A.M. \*Drop In**  
*Board of County Commissioners*

1. 2021 Byers Substation Lease With Independent Financial  
Discussion of a request from the Sheriff's Office for the Board of County Commissioners to authorize the Sheriff to sign the 2021 Lease Agreement with Independent Financial. Independent Financial provides office space that serves as the Sheriff's Office Precinct 8 Patrol Substation and Clerk and Recorder eastern Arapahoe County offices

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office  
Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office  
Tyler Brown, Sheriff  
Todd Weaver, Director, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR - BYERS SUBSTATION.PDF](#)  
[LEASE AGREEMENT - 2021 INDEPENDENT FINANCIAL REDLINED JC 10-8-2020.PDF](#)

**2. Intergovernmental Agreement To Provide Victim Advocate Services For The City Of Greenwood Village**

Discussion of a request from the Sheriff's Office for the Chair of the Board of County Commissioners to sign an agreement between Arapahoe County and the City of Greenwood Village for the Sheriff's Office to add .5 FTE to provide Victim Advocate Services for the city. The City of Greenwood Village would pay salary, benefits and operational costs for the .5 FTE

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office*  
*Steven Rolan, Captain, Sheriff's Office*  
*Tyler Brown, Sheriff*  
*Todd Weaver, Director, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[GVPD VA IGA BSR.PDF](#)  
[2020 GVPD ACSO VA IGA FINAL \(SIGNED\).PDF](#)

**11:30 A.M. \*Executive Session**

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

*Ron Carl, County Attorney*

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

*Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711. Please contact our office at least 3 days in advance to make arrangements.*



## Board Summary Report

**Date:** November 3, 2020  
**To:** Board of County Commissioners  
**Through:** Tyler Brown, Sheriff  
**From:** Glenn Thompson, Public Safety Bureau Chief  
**Subject:** 2021 Byers Substation Lease with Independent Financial.

### **Request and Recommendation**

Request the Board of County Commissioners to authorize the Sheriff to sign the 2021 Lease Agreement with Independent Financial. Independent Financial provides office space that serves as the Sheriff's Office Precinct 8 Patrol Substation and Clerk and Recorder eastern Arapahoe County offices.

### **Background**

The Arapahoe County Sheriff's Office has leased space from the Independent Financial since 2002. The Independent Financial provides office space that serves as the Sheriff's Office District 8 Patrol Substation and eastern Arapahoe County Clerk and Recorder offices. The lease shall be \$9,000.00 annually.

### **Links to Align Arapahoe**

Service First and Quality of Life. This issue directly relates to Arapahoe County's ability to provide services to the community in the most efficient manner possible.

### **Discussion**

This substation serves the citizens of the Eastern Area of Unincorporated Arapahoe County and provides office space for the Sheriff's Office and Clerk and Recorder's Office.

### **Alternatives**

If the Board declines this Lease Agreement, the Arapahoe County Sheriff's Office would have to initiate a search for another leasing space for the Sheriff's Office District 8 Patrol Substation and Clerk and Recorder eastern service location. During the search, the Sheriff's Office and Clerk and Recorder's Office would be without location to serve the residents of eastern Arapahoe County.

### **Fiscal Impact**

The lease shall be \$9,000.00 annually and is included in the Sheriff's Office 2020 Arapahoe Law Enforcement Authority Budget.

### **Concurrence**

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

**Reviewed By:**

Glenn Thompson, Public Safety Bureau Chief

Mark Nicastle, Undersheriff

Tyler Brown, Sheriff

Olga Fajaros, Sheriff's Finance Manager

Finance Department

County Attorney

## **OFFICE LEASE AGREEMENT**

THIS OFFICE LEASE AGREEMENT (“Lease”) is made and entered into this 1<sup>st</sup> day of January 2021 by and between the Independent Financial (hereafter referred to as the “Bank”) whose address is 538 North Highway 36, Byers, Colorado, 80103, and the Arapahoe County Sheriff’s Office (hereafter referred to as the “County”).

### **RECITAL**

The Bank owns the Independent Bank Building at 538 North Highway 36, Byers, Colorado, 80103 (the “Building”).

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the County agree as follows:

### **AGREEMENT**

1. The term of this Lease shall be for one (1) year commencing January 1, 2021 and terminating December 31, 2021. The Bank and the County acknowledge that pursuant to 29-1-110, C.R.S. the financial obligations of the County payable as set forth hereinafter the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Lease may be terminated on January 1 of the first fiscal year for which funds are not appropriated. The County shall give the Bank written notice of such non-appropriation.
2. The Bank agrees to lease approximately eight hundred sixty-seven (867) square feet of office space within the Building to the County. This space shall hereinafter be called “Principal Space”. The Bank also authorizes the County, at the County’s expense, to install a drop off box on the sidewalk outside the Principal Space. The County may remove the drop off box without prior notice to the Bank. At the termination of this Lease, the County shall remove the drop off box, at the County’s expense. The County is responsible for the maintenance of the drop off box. Upon removal of the drop off box, the County shall repair/patch any holes in the concrete from installation of the drop off box, at the County’s expense.
3. The County agrees to pay the total amount of \$9,000.00 per year as full and complete consideration for the rental of the Principal Space during the term of this Lease. No additional rental payment by the County is required for the drop off box location.
4. Lease payments by the County shall be payable annually to the Bank. Payments shall be due on or before February 15 of each year.
5. The Bank shall provide all utilities as well as provide janitorial services. The level of utility service for the Principal Space shall be no less than that throughout the remainder of the Building. Telephones, internet, and telephone/communication lines shall not be considered utilities. The Bank shall maintain the Principal Space in good condition and repair during the term of this Lease and shall make available maintenance or repair person available for on-call work.
6. The County agrees to use the Principal Space for office purposes and not for any purpose which would violate building or fire codes, or jeopardize the safety of other occupants of the Building.
7. For purposes of this Lease the term “common areas” shall mean any parking areas, roadway, sidewalk, trash facilities, restrooms and all other areas and facilities located at the Building and the land situated thereon. The Bank grants to the County and the County’s respective

employees, invitees and visitors, a non-exclusive license for the term of this Lease to use the common areas. The County and its employees, visitors and guests shall utilize the public parking areas and the employee parking areas designated by the Bank. The County shall obtain at its expense all necessary permits for any tenant remodeling or renovations.

8. The County may remodel the Principal Space as it sees fit provided that the County receives prior approval from the Bank. The process of prior approval will require that the County give thirty (30) day written notice to the Bank specifying what the County proposes to remodel. Any objections by the Bank must be made within thirty (30) days of receiving written notice from the County. The parties agree to exercise good faith in reaching an agreement to conditions placed on any remodeling by the County.
9. Any tenant finish provided by the County shall become property of the Bank at the completion of the County's tenancy. Tenant finish shall not include moveable furniture or ordinary business equipment.
10. The parties agree that there will be no sub-letting of the Principal Space without written approval of the Bank.
11. Tenant shall procure, pay for, and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by any accident or casualty on, about or adjacent to the Principal Space. Said liability policy shall be written on an "occurrence basis" with limits of not less than \$1,000,000.00 bodily injury liability coverage and \$1,000,000.00 property damage liability coverage. Tenant shall also procure, pay for and maintain such property insurance as Tenant considers necessary covering Tenant's leasehold improvements, trade fixtures and other personal property. Certificates for such insurance shall be delivered to Bank and shall provide that said insurance shall not be changed, modified, reduced or cancelled without 30 days prior written notice to Bank. Bank shall be named as an additional insured on Tenant's general liability insurance for losses as the Bank's interest may appear.
12. At all times during the term of this Lease the Bank shall be responsible at its own expense for the real property and the general liability related to the Building. Notwithstanding the foregoing, the County shall be responsible for any and all damages, expenses and losses caused by the County, its employees, invitees, contractors or agents.
13. The Bank covenants and agrees that so long as the County abides by the terms of this Lease, that the County may peaceably and quietly enjoy the Principal Space and the County's possession will not be disturbed by anyone claiming by, through or under the Bank.
14. Any notices under this Lease shall be effective when mailed, faxed or delivered in writing to the following addresses:

Arapahoe County  
Attorney's Office  
5334 South Prince Street  
Littleton, Colorado 80120-1136

Independent Financial  
7777 Henneman Way  
Attn: Facilities/Real Estate/MS011  
McKinney, TX 75070

Arapahoe County Sheriff's Office  
13101 E Broncos Parkway  
Centennial, Colorado 80112

email: [ibt\\_x\\_realestate.com](mailto:ibt_x_realestate.com)  
phone: 469-301-2795

15. In the event that the County needs to expand beyond the space described in this agreement, the County shall have the right to terminate this Lease upon thirty (30) days written notice to the Bank. Under such circumstances, the rent set forth above shall be prorated on a monthly basis and the County shall pay rental through the end of the thirty (30) day notice period but

shall not be liable for any additional rental payments. In the event the County has prepaid rent, rent shall not be refunded.

16. This Lease may only be amended by written agreement executed by both parties.

17. This Lease, and any exhibits attached hereto, contain the entire agreement between the parties and supersede all prior negotiations, representations or agreements, either written or oral.

**ATTEST:**

Independent Financial

\_\_\_\_\_

By \_\_\_\_\_

Title - Joe Farr, SVP Facilities & Purchasing

ARAPAHOE COUNTY

By: \_\_\_\_\_

Tyler S. Brown, Sheriff



## Board Summary Report

**Date:** Date Submitted to the Commissioners’ Office

**To:** Board of County Commissioners

**Through:** Tyler S. Brown, Sheriff

**From:** Steve Rolen, Captain

**Subject:** Intergovernmental Agreement to Provide Victim Advocate Services for the City of Greenwood Village

### Request and Recommendation

The Sheriff’s Office recommends the BOCC chair sign an agreement between Arapahoe County and the City of Greenwood Village for the Sheriff’s Office to add .5 FTE to provide Victim Advocate Services for the city. The City of Greenwood Village would pay salary, benefits and operational costs for the .5 FTE.

### Background

The Greenwood Village Police Department (GVPD) has traditionally utilized a part-time position to coordinate and manage their victim advocate program. This position has been responsible for overall program supervision, response to Victim Right’s Act (VRA) calls for services, and volunteer advocate coordination. For many years, GVPD has struggled to keep an individual employed in this role on a part time basis. There have been numerous times when ACSO has covered these responsibilities based on a request for mutual aid from the police department. The ACSO Victim Assistance staff has stepped up each time to continue providing services to victims within Greenwood Village. The two programs have worked closely throughout the years as ACSO has trained their staff and volunteers.

GVPD approached the Sheriff’s Office to see if ACSO would consider a formal agreement for ACSO to provide the coordination of GVPD’s victim advocate program using a contract for services model.

### Links to Align Arapahoe

Community Engagement – volunteer opportunities  
 Safe Communities  
 Community Care – vulnerable populations

### Discussion

The proposed agreement includes funding by Greenwood Village for a 0.5 Victim Advocate FTE which will allow for the ACSO Victim Assistance Coordinator to delegate some current tasks and responsibilities so they can assume the coordination of the GVPD program responsibilities.

The Greenwood Village City Council recently approved the agreement.

**Alternatives**

The BOCC could decide not to enter into this IGA and not provide contracted victim advocate services for GVPD.

**Fiscal Impact**

Funding is written into the IGA to be no more than \$42,000 per year which is anticipated to be enough for the part-time position salary and benefits as well as ongoing expenses. There is also a provision for a one-time \$5000 payment for ancillary startup costs such as a computer, software, telephone, hiring costs, etc.

**Concurrence**

The Sheriff's Office Public Safety Bureau is in concurrence with this decision.

**Attorney Comments**

**Reviewed By:**

Glenn Thompson, Public Safety Service Bureau

Mark Nicastle, Undersheriff

Tyler Brown, Sheriff

Olga Fujaros, Sheriff's Office Finance Manager

Finance Department

County Attorney's Office

**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 Agreement for Services by and between Arapahoe County and **(Name of Vendor)** for the purpose of providing **(what they are providing)** at the Arapahoe County Sheriff’s Office Detention Facility, for the period of **DATE to DATE, (in an amount not to exceed \$XX.XX, or at the rates set forth in the Agreement)**, pursuant to the terms contained therein.

The vote was:

Commissioner Baker, ; Commissioner Conti, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

## INTERGOVERNMENTAL AGREEMENT FOR VICTIM ADVOCATE SERVICES

This Agreement is made and entered into this 2nd day of November, 2020, by and between THE CITY OF GREENWOOD VILLAGE (“the City”), and the BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO on behalf of the Arapahoe County Sheriff’s Office (collectively the “County”). The City and the County shall be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes, as well as Article XIV, Section 18(2) of the Colorado Constitution, the County and City have the authority to enter into intergovernmental agreements and are authorized to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City’s police department (GVPD) desires to utilize the services of the Arapahoe County Sheriff’s Office (ACSO) Victim Advocates; and

WHEREAS, the Parties maintain common training programs, protocols and procedures for Victim Advocates; and

WHEREAS, the Parties desire to share resources to enhance the working relationship between each other in order to improve response to criminal activity covered by the Victim Rights Act (VRA); and

WHEREAS, ACSO has assisted GVPD in the past in responding to VRA cases and training.

### COVENANTS AND AGREEMENTS

NOW THEREFORE, the Parties agree to adhere to the following commitments, terms and conditions during the term of this agreement:

1. Purpose and Mission. It is the intent of each Party to share ACSO’s Victim Advocates and Victim Advocate resources.
2. General Operating Procedures.
  - a. Training. Each assigned Victim Advocate shall satisfy the training requirements established by ACSO.
  - b. Response. When GVPD has a VRA case that requires a Victim Advocate response ACSO will be contacted through ACSO dispatch. Through discussion with law enforcement on scene the Victim Advocate will determine if response is needed in person or via phone.

## Intergovernmental Agreement For Victim Advocate Services

c. Compensation. The City will pay the County for the salary, benefits and ongoing costs for a part-time Victim Advocate (20 hours per week) for the services provided herein. This sum is not to exceed \$42,000 annually without prior written authority from the City and County and will be invoiced by the County in quarterly installments sent on or about January 1, April 1, July 1 and October 1 of each year for the previous quarter's expenses. The City will submit payment to the County within 30 days of the invoice date. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Additionally, the City will pay \$5000 for initial start-up costs for equipment, hiring and training-related costs for the new employee. Each Party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

d. Employee Status. The ACSO's Victim Advocates shall remain the employee of ACSO and shall, likewise, remain subject to that jurisdiction's personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination.

e. Information Release. Except where ACSO is required by law to release records, the ACSO will refer all records requests to GVPD. No unilateral press releases will be made by any Participating Agency without the prior approval of the other Participating Agency.

f. Notice. All notices required hereunder shall be given to:

To the City: Chief of Police  
Greenwood Village Police Department  
6060 S. Quebec Street  
Greenwood Village, CO 80111

To the County: Arapahoe County Sheriff  
Arapahoe County Sheriff's Office  
Attn: Investigation Services Captain  
13101 E. Broncos Parkway  
Centennial, CO 80112

with a copy to:

Arapahoe County Attorney's Office  
5334 S. Prince Street  
Littleton, CO 80120-1136

## Intergovernmental Agreement For Victim Advocate Services

### 3. General Terms

- a. Term. Either Party may elect to withdraw from participation by providing written notice from the Chief or Sheriff of the withdrawing Party to the other Party 90 days prior to termination. If both Parties agree to terminate, an earlier termination date may be determined. If terminated mid-quarter during any year, payment shall be provided for services for the entire quarter.
- b. Insurance. ACSO shall maintain insurance coverage for its Victim Advocates performing services pursuant to this agreement.
- c. Liability/Governmental Immunity. Neither Party will be responsible for the acts or omissions of the other Party. Each Party remains responsible for all acts and omissions of its own employees for all work done in connection with this Agreement. In the event a claim or legal action should be brought against a Victim Advocate, ACSO, at its sole cost, shall be responsible to defend and indemnify the Victim Advocate per their normal policies and procedures. The parties are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other right, immunity or protection provided by the Colorado Governmental Immunity Act, or otherwise available to the parties, their officers or employees.
- d. Amendments. No change, amendment, or waiver of any of the terms or provisions of this Agreement shall be valid or binding unless the same has been approved in writing by all of the parties to this Agreement.
- e. Beneficiary. This Agreement is made solely for the benefit of the parties hereto and is not intended, nor shall it be deemed, to confer, give, or allow any rights or claim or rights of action by any person or entity not signatory hereto.
- f. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
- g. Execution. This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all have not signed the same counterpart. Any counterpart which has attached to it separate signature pages which together contain the signature of all the parties shall be deemed a fully executed instrument for all purposes.

**Intergovernmental Agreement For Victim Advocate Services**

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

THE CITY OF GREENWOOD VILLAGE

By: George Lantz  
George Lantz, Mayor

ATTEST:

Susan M Ortiz  
Susan Ortiz, MMC  
City Clerk

APPROVED AS TO FORM:

Tonya Haas Davidson  
Tonya Haas Davidson  
City Attorney



ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: \_\_\_\_\_  
Name: Nancy N. Sharpe  
Title: Chair, Board of County  
Commissioners