



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**

**October 13, 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. Strategy And Performance Update (WHR)**

*Manisha Singh, Director, Strategy and Performance*

**11:30 A.M. \*Strategic Planning Discussion (WHR)**

*Board of County Commissioners*

### **Break**

**1:00 P.M. Calendar And Board Updates**

*Michelle Halstead, Director, Communication and Administrative Services*

### **Break**

**2:30 P.M. \*Drop In**

*Board of County Commissioners*

1. Canine Transfer Agreement - Arrow

Discussion of a request to authorize the Sheriff to sign the transfer agreement for canine "Arrow" between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's Office, and Gordon Carroll, a deputy sheriff and canine handler for the Arapahoe County Sheriff's Office

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office*

*Tyler Brown, Sheriff*

*Todd Weaver, Director, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[DROP-IN\\_BSR - ARROW.PDF](#)

[RETIREMENT CONTRACT ARROW AND CARROLL.PDF](#)

2. Canine Transfer Agreement - Kilo

Discussion of a request to authorize the Sheriff to sign the transfer agreement for canine "Kilo" between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's Office, and Kelly Draper, a deputy sheriff and canine handler for the Arapahoe County Sheriff's Office

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office*

*Tyler Brown, Sheriff*

*Todd Weaver, Director, Finance*

*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[DROP-IN\\_BSR - KILO.PDF](#)

[RETIREMENT CONTRACT KILO - LUEDTKE.PDF](#)

3. Check 21 Implementation For Clerk And Recorder's Office

Discussion of a request from the Clerk and Recorder's Office for approval to enter into an agreement with Creditron for the purchase of check scanners to streamline the deposit of high-volume paper checks and be able to deposit electronically to the bank on a daily basis through the use of a digital batch file

*Request: Information/Direction*

*Joan Lopez, Clerk and Recorder*

*Todd Weaver, Director, Finance*

*Monica Kovaci, Senior Assistant County Attorney*

Documents:

[201005 CREDITRON BSR.DOCX](#)

4. Senior Transportation Select Source Request

Discussion of a request for a waiver of the Purchasing Policy for a select source waiver to utilize Via Mobility Services as a transportation vendor for senior transportation to replace the services previously provided by the Seniors' Resource Center (SRC)

*Request: Information/Direction*

*Linda Haley, Housing and Community Development Division Manager, Community Resources*  
*Don Klemme, Director, Community Resources*  
*Keith Ashby, Purchasing Manager, Finance*  
*Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[TRANSPORTATION SELECT SOURCE BSR .DOC.PDF](#)

**Break**

**3:30 P.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) (WHR)

*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.*



## **DROP – IN BOARD SUMMARY REPORT**

**Date:** September 21, 2020  
**To:** Board of County Commissioners  
**Through:** Tyler Brown, Sheriff  
**From:** Olga Fajaros, Sheriff's Finance Manager

**Subject:** Canine Transfer Agreement between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's Office and Gordon Carroll, a deputy sheriff and canine handler for the Arapahoe County Sheriff's office.

### **Request and Recommendation**

The Sheriff's Office requests the Board of County Commissioners authorize the Sheriff to sign the transfer agreement between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's and Gordon Carroll (Handler) a deputy sheriff and canine handler for the Arapahoe County Sheriff's office. The ACSO has made the determination to retire "Arrow" from due to the difficulty of transitioning him to a new handler, which in our experience has not been successful in the past.

### **Background**

Canine "Arrow" has been with the ACSO since 2017. "Arrow" has served the citizens of Arapahoe County for over three (3) years. The ACSO made the determination to retire "Arrow" from service as a law enforcement canine.

### **Links to Align Arapahoe**

Service First and Quality of Life. This issue directly relates to the ACSO's ability to provide Sheriff's Office services to the community in the most efficient manner possible while addressing life safety issues.

### **Discussion**

The Handler desires to assume ownership and take possession of "Arrow" and previously served as the handler for "Arrow." Handler wishes to maintain ownership of canine "Arrow," and the County wishes to divest itself of both ownership and vicarious or direct liability for the subject canine.

*BoCC Drop-In Item,*

**Alternatives**

The alternative is for the County to not transfer ownership of canine “Arrow” and have the County maintain ownership and vicarious or direct liability for the subject canine.

**Fiscal Impact**

Handler will purchase “Arrow” for the sum of one dollar to the County of Arapahoe.

**Concurrence**

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

**Reviewed By**

**Olga Fajaros, Sheriff’s Finance Manager**

**Glenn Thompson, Public Safety Bureau Chief**

**Mark Nicastle, Undersheriff**

**Tyler Brown, Sheriff**

**Finance Department**

**Tiffanie Bleau, Senior Assistant County Attorney**

## **ARAPAHOE COUNTY CANINE TRANSFER AGREEMENT**

This AGREEMENT is made and entered into this \_\_ day of September 2020, by and between the ARAPAHOE COUNTY, STATE OF COLORADO (the “County”), acting on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (“ACSO”) (collectively “County”) and Gordon Carroll, a deputy sheriff and canine handler for the ACSO (hereinafter “Handler”).

### **RECITALS**

A. Canine “Arrow” has been with the ACSO since 2017. “Arrow” has served the citizens of Arapahoe County for over three (3) years.

B. Following 34 years of dedicated service Deputy Gordon Carroll is retiring from ACSO and the ACSO has made the determination to retire Arrow from service as a law enforcement canine due the difficulty or retraining him with a new handler.

C. Handler desires to assume ownership and take possession of canine “Arrow” and previously served as the handler for “Arrow.”

D. Handler wishes to maintain ownership of the canine “Arrow,” and the County wishes to divest itself of both ownership and vicarious or direct liability for the subject canine.

### **COVENANTS AND AGREEMENTS**

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatories to this Agreement voluntarily agree as follows:

1. The County does hereby agree to relinquish all of its right, title and ownership interest in ACSO canine named “Arrow” whatsoever, effective upon Handler’s execution and return of this Agreement and payment of the sum of one and no/100ths dollars (\$1.00) to the County of Arapahoe.

2. Handler does hereby agree to assume ownership of the ACSO canine named “Arrow”, and to assume any and all risks, including, but not limited to, risk of injury or death to third persons, and to hold County, and its elected officials, employees, agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of the canine is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being \_\_\_\_\_, **2020**.

3. Handler further agrees to assume all liability for risks and dangers relating to his ownership of the subject law enforcement canine on and after the aforementioned date, and to indemnify and hold County harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police dog on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owners assumption of ownership on the date identified herein.

4. Handler must retain ownership of “Arrow” for at least eighteen (18) months prior to any sale of the aforementioned retired law enforcement canine.

5. The retired ACSO canine “Arrow” shall revert to the County should the purchaser Handler determine he/she can no longer care for the aforementioned dog within the period of time commencing on the date of this Agreement and ending eighteen (18) months from the date fixed by this Agreement.

6. Handler acknowledges that he has read and understood the foregoing Agreement and

understands that it is contractual in nature and understands and agrees to each of its provisions.

**NEW OWNER,**

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Gordon Carroll, Handler

**COUNTY OF ARAPAHOE, COLORADO**

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Tyler Brown, Sheriff  
Arapahoe County Sheriff's Office





## **DROP – IN BOARD SUMMARY REPORT**

**Date:** April 2, 2019  
**To:** Board of County Commissioners  
**Through:** Tyler Brown, Sheriff  
**From:** Olga Fajaros, Sheriff's Finance Manager

**Subject:** Canine Transfer Agreement between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's Office and Kelly Draper, a deputy sheriff and canine handler for the Arapahoe County Sheriff's office.

### **Request and Recommendation**

The Sheriff's Office requests the Board of County Commissioners approve the Sheriff to sign Transfer Agreement between Arapahoe County, acting on behalf of the Arapahoe County Sheriff's and Kelly Draper (Handler) a deputy sheriff and canine handler for the Arapahoe County Sheriff's office. The ACSO has made the determination to retire "Kilo" from service as a law enforcement due to his age and years of service. Request moving this item to consent agenda for formal approval and authorization of signature.

### **Background**

Canine "Kilo" has been with the ACSO since 2014. "Kilo" has served the citizens of Arapahoe County for over six (6) years. The ACSO made the determination to retire "Kilo" from service as a law enforcement canine.

### **Links to Align Arapahoe**

Service First and Quality of Life. This issue directly relates to the ACSO's ability to provide Sheriff's Office services to the community in the most efficient manner possible while addressing life safety issues.

### **Discussion**

The Handler desires to assume ownership and take possession of "Kilo" and previously served as the handler for "Kilo." Handler wishes to maintain ownership of canine "Kilo," and the County wishes to divest itself of both ownership and vicarious or direct liability for the subject canine.

*BoCC Drop-In Item,*

**Alternatives**

The alternative is for the County to not transfer ownership of canine “Kilo” and have the County maintain ownership and vicarious or direct liability for the subject canine.

**Fiscal Impact**

Handler will purchase “Kilo” for the sum of one dollar to the County of Arapahoe.

**Concurrence**

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

**Reviewed By**

**Olga Fajaros, Sheriff’s Finance Manager**

**Glenn Thompson, Public Safety Bureau Chief**

**Mark Nicastle, Undersheriff**

**Tyler Brown, Sheriff**

**Finance Department**

**Tiffanie Bleau, Senior Assistant County Attorney**

## **ARAPAHOE COUNTY CANINE TRANSFER AGREEMENT**

This AGREEMENT is made and entered into this 21st day of September 2020, by and between ARAPAHOE COUNTY, STATE OF COLORADO (the “County”), acting on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (“ACSO”) (collectively “County”) and Kelly Draper, a deputy sheriff and canine handler for the ACSO (hereinafter “Handler”).

### **RECITALS**

A. Canine “Kilo” has been with the ACSO since 2014. “Kilo” has served the citizens of Arapahoe County for over six (6) years.

B. Following numerous years of dedicated service, the ACSO has made the determination to retire Kilo from service as a law enforcement canine due to his age. Deputy Draper has resigned from the K9 program and it would not be feasible to train another handler to take on Kilo.

C. Handler desires to assume ownership and take possession of canine “Kilo” and previously served as the handler for “Kilo.”

D. Handler wishes to maintain ownership of the canine “Kilo,” and the County wishes to divest itself of both ownership and vicarious or direct liability for the subject canine.

### **COVENANTS AND AGREEMENTS**

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatories to this Agreement voluntarily agree as follows:

1. The County does hereby agree to relinquish all of its right, title and ownership interest in ACSO canine named “Kilo” whatsoever, effective upon Handler’s execution and return of this Agreement and payment of the sum of one and no/100ths dollars (\$1.00) to the County of Arapahoe.

2. Handler does hereby agree to assume ownership of the ACSO canine named “Kilo”, and to assume any and all risks, including, but not limited to, risk of injury or death to third persons, and to hold County, and its elected officials, employees, agents or volunteers harmless from any and all liability, claims, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the date ownership of the canine is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being **September 21, 2020**.

3. Handler further agrees to assume all liability for risks and dangers relating to his ownership of the subject law enforcement canine on and after the aforementioned date, and to indemnify and hold County harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity as a consequence of or arising out of any event, act or disturbance involving the subject police dog on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after the new owners assumption of ownership on the date identified herein.

4. Handler must retain ownership of “Kilo” for at least eighteen (18) months prior to any sale of the aforementioned retired law enforcement canine.

5. The retired ACSO canine “Kilo” shall revert to the County should the purchaser Handler determine he/she can no longer care for the aforementioned dog within the period of time commencing on the date of this Agreement and ending eighteen (18) months from the date fixed by this Agreement.

6. Handler acknowledges that he has read and understood the foregoing Agreement and

understands that it is contractual in nature and understands and agrees to each of its provisions.

**NEW OWNER,**

---

Kelly Draper, Handler

**COUNTY OF ARAPAHOE, COLORADO**

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Tyler Brown, Sheriff  
Arapahoe County Sheriff's Office



**ARAPAHOE COUNTY**  
COLORADO'S FIRST

## Board Summary Report

**Date:** October 5, 2020  
**To:** Board of County Commissioners  
**From:** Clerk & Recorder Joan Lopez  
**Subject:** Check 21 Process to Deposit Checks Electronically

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### **Request**

The Arapahoe County Clerk and Recorder's Office requests approval to enter into an agreement with Creditron for the purchase of check scanners to streamline the deposit of high-volume paper checks and be able to deposit electronically to the bank on a daily basis through the use of a digital batch file.

### **Discussion**

The Check Clearing for the 21<sup>st</sup> Century Act (Check 21) is a federal law that gives banks and other organizations the ability to create electronic images of consumers' checks and conduct the deposit electronically. Creditron has contracted with the Arapahoe County Treasurer's Office previously to provide check scanners and software to scan and convert paper checks into an electronic batch file that can be deposited electronically to Chase. The Office of the Clerk and Recorder processes a high-volume of paper checks that are processed, transported by armored vehicle and deposited to Chase Bank on a daily basis. Our office wants to adopt the process used by the Treasurer's Office.

The cost for implementation of Check 21 for the Clerk's three high-volume branches (Littleton, Aurora and Centennial) is \$30,966. This includes software licensing, purchase of three (3) large volume scanners, and configuration and implementation costs. Annual maintenance and support begins on year 2 at an annual cost of \$3,945.

Implementing Check 21 will provide the following benefits:

- In 2019, the Treasurer's Office paid Chase Bank approximately \$20,000 to process our Motor Vehicle paper checks. This solution would eliminate that annual recurring expense.
- Staff time - we spend an average of 3 hours per day processing paper checks. Over the course of the year, that translates to 720 staff hours at an average of \$20 per/hour for a total cost = \$14,400.
- The solution will include a digital archive of deposited checks that will significantly improve our ability to research discrepancies.

- Over the next five years this solution will generate a hard cost savings of \$53,000 and a soft cost savings of \$72,000 in staff hours.

Creditron has an existing relationship with Arapahoe County and has a proven track record of delivering value-add solutions. The Finance Department has approved a select source request to proceed with this purchase.

**Fiscal Impact**

The implementation cost is \$30,966 and an annual maintenance cost of \$3,945.

**Reviewed By**

Karl Herrmann, Chief Deputy Clerk and Recorder  
Juan Guzman, Deputy Director of Recording  
Selina Baschiera, Deputy Director of Motor Vehicle  
Monica Kovaci, Senior Assistant County Attorney  
Amy Bosserman, IT Business Analyst



## Board Summary Report

**Date:** 10/1/20  
**To:** Board of County Commissioners  
**Through:** Don Klemme, Community Resources Department Director  
**From:** Linda Haley, Senior Resources Division Manager  
**Subject:** Select Source for Senior Transportation

### Request and Recommendation

We are requesting approval to follow the “select source” process to utilize Via Mobility as our transportation vendor for Senior Transportation.

### Background

From 2015 through June 2020 we have used Seniors’ Resource Center (SRC) as our senior transportation provider. SRC provided transportation services to Adams, Arapahoe, Denver, and Jefferson Counties and was the approved vendor through the Denver Regional Council of Governments (DRCOG). In April 2020 we were informed by DRCOG that SRC would no longer provide transportation in any capacity.

### Links to Align Arapahoe

Providing transportation for seniors links to Align Arapahoe through Quality of Life by increasing seniors’ ability to remain independent in the community and to access medical and nutritional related services.

### Discussion

Due to the timing of SRC’s decision to end their transportation services relative to the June 30 end of the contract year, DRCOG took on the responsibility of developing a new transportation vendor. It was agreed through meetings with DRCOG and the four involved counties that DRCOG would take over and manage the transportation contract from July 1 through December 31, 2020. This would allow the four counties to work through their RFP or select source processes as appropriate.

DRCOG recruited VIA Mobility who is the only vendor in the area with sufficient capacity to expand their operations to include an additional four counties. We have been holding regular meetings with DRCOG and VIA since May. VIA has done an impressive job with their team in working through all of the details required to take over the services.

There have been many components to making this transition including merging two routing systems and client bases, transferring titles of nearly 30 busses that had been purchased with FTA funds and still had a



Federal interest in them, and moving some staff from SRC to VIA. The process has moved forward on a timeline with excellent communication at each step of the way.

Due to Covid-19, services have had a slow start, with reduced bus capacity required to maintain social distancing. They have also had the challenge of many drivers, who tend to be older adults, determining now is the time to retire. Training classes can only be held with a fraction of the capacity that existed prior to Covid-19.

VIA has provided critical services since July 1 including dialysis, chemotherapy and other medical appointments. They have begun accepting new clients as of 10/1/20. Capacity will remain low for the time being due to social distancing requirements. Reduced capacity will be a factor in increased trip costs. The current projected trip cost is \$45 per trip and that will be re-evaluated based on experience in these counties and Covid-19 in the future.

VIA Mobility has been Arapahoe County's provider for the Eastern Plains through an Aid to Agencies grant for many years. While ridership is low in that area, they have worked to meet the needs within the limitations of the funding. It is our long term goal to merge the Aid to Agencies funded Eastern Plains program with VIA into this program so that we have just one transportation program serving the entire county.

Staff recommends the approval of the Select Source process to allow us to work cooperatively with DRCOG and Adams, Denver, and Jefferson Counties to ensure that our seniors have access to the transportation needed to remain independent in their homes and communities.

**Alternatives**

The alternative would be to go through the Request for Proposal (RFP) process to select a new vendor. We have learned through past transportation company experience that the only model that is fiscally viable is a model that operates in multiple counties. Given that, and the need for the vendor to be approved by DRCOG, it doesn't make sense to go through the complete RFP process.

**Fiscal Impact**

The funds for senior transportation are either Older American's Act or State Funding for Seniors funds that come to us through DRCOG. The only county funds involved are the 10% match to secure those funds which is about \$49,000.

**Concurrence**

The request for Select Source has been reviewed by Keith Ashby, Purchasing Manager and is attached.

**Reviewed By:**

Linda Haley, Senior Resources Division Manager  
Don Klemme, Community Resources Department Director  
Todd Weaver, Finance Department Director  
Tiffanie Bleau, Assistant County Attorney



ARAPAHOE COUNTY  
COLORADO'S FIRST

# WAIVER PER PURCHASING POLICIES

WAIVER OF SOLICITATION <input type="checkbox"/>	WAIVER OF QUOTE <input type="checkbox"/>
SELECT SOURCE <input checked="" type="checkbox"/>	FOR INFORMATION ONLY <input type="checkbox"/>

DESCRIPTION OF PROJECT: Senior Transportation

NAME OF THE VENDOR: VIA Transportation

JUSTIFICATION (How were they selected, Why requesting to waive purchasing policy process):

Arapahoe County Senior Resources utilizes funds from the Denver Regional Council of Governments (DRCOG) to provide transportation to seniors for medical, nutritional, and personal trips. Our previous vendor approved by DRCOG and approved for Select Source was Seniors' Resource Center (SRC). Effective June 30, 2020 SRC ceased to provide any transportation programs in the metro area. DRCOG has since selected a new vendor, VIA Transportation, to serve the four county metro area including Adams, Arapahoe, Denver and Jefferson Counties. In order to benefit from the economies of scale, it is in our best interests to use the same vendor as the other counties and we must use a DRCOG approved vendor. DRCOG has assumed responsibility for the 6 month transition between vendors for the time period 7/1/20-12/31/20 and we are expected by DRCOG to begin contracting directly with VIA in January of 2021.

PRICE: \$186,250

ANNUAL MAINTENANCE: \$ 0

FIXED ASSET Yes  No

FIXED ASSET #

COST CENTER # 263050850 G/L #

IO # Don't have 2021 IO yet

Linda Haley 303-738-8089

Requestor Name, Signature & Telephone Number

9/8/20

Date

Don Klemme

Elected Official/Department Head

9/8/20

Date

Keith A. Ashby, CPPO

Purchasing Manager

09/30/2020

Date

Comments:

Waiver approved, BoCC Reso #180600. Requestor to proceed with PO

Yes  No

Requestor to schedule BoCC Drop In & Create Board Summary Report

Yes  No

\_\_\_\_\_  
Todd Weaver, Director of Finance (not to exceed \$100,000)

\_\_\_\_\_  
Date

\_\_\_\_\_  
BOCC, Chair

\_\_\_\_\_  
Date

**Per BoCC Resolution #180600 of 10/6/18, Purchasing Manager has authorization for sole approval up to \$100,000 plus exemptions to Contract Extensions**