

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 1st day of February, 2020 by and between ARAPAHOE COUNTY on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE ("ACSO") and THE 18th JUDICIAL DISTRICT ("THE COURT"), collectively referred to as "the Parties."

### RECITALS

WHEREAS, ACSO wishes to provide home detention monitoring services for Arapahoe County in-home detention clients for THE COURT.

WHEREAS, THE 18th JUDICIAL DISTRICT would be relieved from having multiple vendors for in-home detention clients, eliminating the possible appearance of vendor favoritism at a reasonable cost to the client.

WHEREAS, THE 18th JUDICIAL DISTRICT/PROBATION DEPARTMENT would fax/email client information to Arapahoe County Sheriff's Office's ALTERNATIVE SENTENCING PROGRAM ("ASP").

WHEREAS, ACSO would prepare the corresponding paperwork to include the in home application, an orientation to include program rules and fees, and securing the ankle monitor with operating instructions. ACSO would monitor the status of the ankle monitor and notify THE COURT of any violations via email.

NOW THEREFORE, the Parties agree as follows:

1. This Agreement only pertains to Arapahoe County in-home detention clients. This Agreement does not pertain to any other counties within the 18th Judicial District.
2. THE COURT would notify ASP of a new client via fax or email using **Attachment 1 (Judicial Home Detention Program form)**. The client would then contact ASP offices and schedule an appointment to be fitted with an ankle monitor.
3. The client arrives at the ASP office and is fitted with an ankle monitor, provided an orientation to include the rules and regulations of their in-home detention, fees, and the maintenance of their monitoring system.
4. The client will be charged a fee for the use of the House Arrest equipment and is responsible for its care and use. The client will be charged \$10 per day for in-home detention. The client will be charged \$14 per day for in-home detention with alcohol monitoring. The client will have to pay half of the total cost or \$150, whichever is less, upfront and the remainder before completion of the program. THE COURT will not receive any of the money collected for in-home detention.
5. Any violations or non-compliance with the program detected by ASP will be reported to the court via email. All email communications regarding any violations or

noncompliance shall be sent to [ArapahoeJS@judicial.state.co.us](mailto:ArapahoeJS@judicial.state.co.us). ASP would not take any other action with a violation until the court makes a determination and sets a course of action.

6. 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 2 through 5 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.

7. TERM. It is mutually agreed by the Parties that the term of this Agreement shall commence on February 1, 2020 and terminate on January 31, 2021, with the option to renew the Agreement for subsequent one year periods. The optional renewal periods shall not exceed a total of three additional years. The allocation for the services to be provided in this Agreement is contingent on funding availability and the Parties are aware that allocations may change at any time.

8. 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.

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

For ACSO: Sheriff Tyler Brown  
Arapahoe County Sheriff's Office  
7375 South Potomac  
Centennial, CO 80112

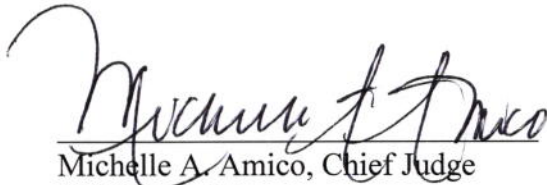
For THE COURT: Chief Judge Michelle A. Amico  
18th Judicial District  
7325 South Potomac St  
Centennial, CO 80112

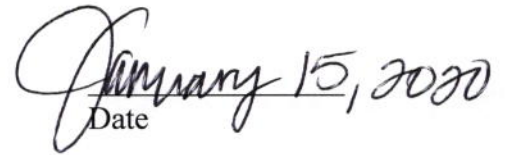
Further, all notices must first be sent to the County Attorney's Office, 5334 S. Prince St. Littleton, CO 80120-1136.

10. 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.

11. 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.

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 6 of this Agreement.

  
Michelle A. Amico, Chief Judge  
18<sup>th</sup> Judicial District

  
Date

\_\_\_\_\_  
Tyler Brown, Sheriff  
Arapahoe County Sheriff's Office

\_\_\_\_\_  
Date



**JUDICIAL HOUSE ARREST PROGRAM  
In and for the Combined Court of Arapahoe County**

Case Number: \_\_\_\_\_ Division: \_\_\_\_\_

Charges: \_\_\_\_\_

Offender Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The above named is sentenced to:

Judicial House Arrest (\$10 per day) for \_\_\_\_\_ days, restricted to being inside your home between the hours of \_\_\_\_\_ & \_\_\_\_\_.

Judicial House Arrest with Continuous Alcohol Monitoring CAM (\$14 per day) for \_\_\_\_\_ days, restricted to being inside your home between the hours of \_\_\_\_\_ & \_\_\_\_\_.

**Your sentence MUST begin on or before:** \_\_\_\_\_

**Step 1.** You must call the Arapahoe County Sheriff's Office Alternative Sentencing Program (720) 874-3302 within 10 days to schedule an appointment for the program orientation and monitor installation.

**Step 2.** Complete and submit the JHA application online at <http://www.co.arapahoe.co.us/905/Alternative-Sentencing-Program> OR complete the application at the Alternative Sentencing Program office of the Arapahoe County Sheriff's Office, located at **7375 S. Potomac St. Centennial, CO 80112.**

**Step 3.** Report to the Alternative Sentencing Program Office of the Arapahoe County Sheriff's Office on the date and time of your appointment.

Half of the total amount for the program OR \$150, whichever amount is less, is required at the time of orientation.

\_\_\_\_\_  
Offender Signature                      Date                      Judge/Magistrate Signature                      Date

**ASP Phone:** (720) 874-3302                      **ASP Email:** JHAprogram@arapahoegov.com                      **ASP Fax:** (720) 874-3319

White - Court

Yellow - Sheriff

Pink - Defendant