



**ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**CALL TO THE ORDER THE SPECIAL MEETING OF THE BOARD OF COUNTY
COMMISSIONERS ON MAY 29, 2018 AT 8:30 A.M.**

NEW BUSINESS

**A. Consideration Of The Acceptance Of A Grant For The Court Security
Agreement/Contract**

Provided for your consideration and acceptance of the Court Security Officer Grant. Archuleta county has agreed to enter into a grant with the Colorado State Court Administrators Office for a Court Security Grant.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents:

[2018 COURT SECURITY GRANT APPLICATION.PDF](#)

**B. Consideration Of The Acceptance Of An Emergency Grant For The Court
Security Agreement/Contract**

Provided for your consideration and acceptance of the Emergency Grant for the Court Security Officer. Archuleta County has agreed to enter into a grant with the Colorado State Administrators Office for a Court Security Grant. While all court are annual in nature, this one is even less predictable as it is for emergent situations. It is critical that the selected individual be aware that the funding for the position is fixed (1) one year term.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents:

[EMERGENCY COURT SECURITY GRANT.PDF](#)

COMMISSIONER COMMENTS

EXECUTIVE SESSION

Pursuant To:

Colo. Rev. Stat. § 24-6-402 (4)(b)

Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions pertaining to the Hart Construction Case.

Colo. Rev. Stat. § 24-6-402

Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators for ongoing disputes with the Colorado State Courts.

ADJOURNMENT OF THE SPECIAL BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.

All Regular and Special BoCC Meetings are recorded.

2018 Grant Application

County:	ARCHULETA
Priority County:	Yes
Status:	Active
Date Submitted:	10-30-2017
Chief Judge:	Jeffrey Wilson
Sheriff:	Rich Valdez
County Commissioner:	Steve Wadley

Application Type: Annual

Requested Funds

Personnel Services: \$126,482.00

Security Equipment: \$5,000.00

Training: \$0.00

Total Requested Funds: \$131,482.00

Approved/Contract Funds

Personnel Services: \$65,133.00

Security Equipment: \$1,667.00

Training: \$0.00

Total Contract Funds: \$66,800.00

Attached File: COURT SECURITY OPERATIONS INSTRUCTIONS.doc

List of items to be purchased (in priority order):

Salary and benefits for two full time court deputies @126,482.00 overtime for two full time deputies@ 3,500.00 overtime for supplemental court deputies@ 4,000.00 security equipment and supplies@ 5,000.00
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List of security measures currently in place:

Several weeks ago, our Sheriff's Department and Court House had to be evacuated again from our offices located at 449 San Juan Street because of numerous health issues the employees were experiencing, potentially from hazards created from the flood in 2015.

As of today's date, County and District Court has been moved to Durango (La Plata County) which is 60 miles away. The County Commissioners and the State have been working in tandem to find a way to bring, at the very least, County Court back to Archuleta County, but will need to find a different location other than the Courthouse. We have had to use our Patrol Deputies to help with transports back and forth to La Plata County, some of our staff have had to be trained on La Plata County procedures to even enter the Courthouse and we have frequently had to use our Patrol Deputies and Detention Deputies to cover court security in one building or another. The Court staff is temporarily working out of the County Commissioners building located at 398 Lewis Street, so we've had to use Detention Deputies to cover security there, at their request. The goal is to get District Court back in Archuleta County as well, but could potentially be in La Plata County for an undetermined length of time.

Because we have had two courts going at the same time, regardless of the location, we simply don't have the staff at times to cover both courts. Because we have seen a tremendous increase in the number of cases being prosecuted in Archuleta County, it's putting a tremendous burden on our Detention and Patrol Deputies because of overtime and creates scheduling hardships. Because of this, approval for another Court Security officer would be invaluable. Even part time would help, should the State be in a position to approve another position for us.

Chief Judge Approval: Approved

Sheriff Approval: Approved

County Commissioner Approval: Approved

Management Recommendation: Recommended

Personnel not increased due to lack of documentation, Videolink only based on documentation. JLP

Court Security Commission Chair Approval: Approved

Approved as recommended by management.

State Court Administrator Approval: Approved

Batch approved by SCAO

County Commissioner Approval: Contract Approved

AGREEMENT FOR RECEIPT OF COURT SECURITY GRANT FUNDS

This Agreement is made by and between the COUNTY OF ARCHULETA (hereinafter "COUNTY"), a body corporate and politic, whose principal offices are located at P.O. Box 1507 , Pagosa Springs, CO 81147-1507 and the COLORADO JUDICIAL DEPARTMENT (hereinafter "JUDICIAL") a branch of state government. The COUNTY and JUDICIAL may each be referred to herein as a "Party", or collectively as the "Parties."

WHEREAS, in 2007 the Colorado General Assembly enacted SB 07-118, subsequently codified at §13-1-201 et seq., C.R.S., and thereby created the Court Security Cash Fund (hereinafter the "Fund") in the state treasury (see §13-1-204, C.R.S.) to be funded by annual appropriations by the General Assembly; AND

WHEREAS, SB 07-118 also created the Court Security Cash Fund Commission (hereinafter the "Commission") to assist the State Court Administrator in distributing the funds to counties (see §13-1-203, C.R.S.) through a program of court security grants (hereinafter the "Court Security Grant Program" or "Program"); AND

WHEREAS, SB 07-118 also provided for a local security team in each county composed of, at minimum, the Chief Judge, the County Sheriff, and a County Commissioner or Manager, or their designees, to oversee issues of court security for the county (see §13-1-202, C.R.S.); AND

WHEREAS, the General Assembly has appropriated Fund moneys for the Court Security Grant Program for State Fiscal Year 2018 (July 1, - June 30, 2018), and JUDICIAL reasonably anticipates similar funding for State Fiscal Year (July 1, 2018 - June 30,), which will allow the Program to cover the full calendar year 2018, which is the COUNTY's fiscal year; AND

WHEREAS, the local security team for the above-named COUNTY has submitted an application for court security grant funds to supplement the COUNTY'S efforts already in place to improve the security of one or more facilities in which state courts and/or probation offices are located; AND

WHEREAS, a grant of funds to the COUNTY (hereinafter "Grant") has been approved by the Commission and the State Court Administrator.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, COUNTY and JUDICIAL agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is 1) to acknowledge that a Grant of up to \$66,800.00 has been awarded to the COUNTY from the Court Security Cash Fund, which will be available to the COUNTY for expenditure during the 2018 calendar year; 2) to define the obligations of the COUNTY under the Court Security Grant Program; and 3) to establish the payment plan under which the COUNTY will receive the said funds.

2. THE AGREEMENT. The entire agreement between the Parties is contained in this writing, including all documents incorporated herein by reference.

3. TERM OF THE AGREEMENT. This Agreement shall be effective from January 1, 2018 through December 31, 2018.

4. SCOPE OF WORK. The COUNTY shall use the grant funds to accomplish the goals and activities outlined in the Grant Application form (including any modifications that may have been made by the Commission in the approval process), which is available at <http://www.coloradocourthousesecurity.com> in the Application Management Section, and is incorporated herein by this reference.

5. GENERAL CONDITIONS. The COUNTY shall use grant funds only for purposes of court security improvement as set forth in this Agreement. Failure to follow the intent of the Court Security Grant

Program may result in revocation of the award, termination of this Agreement, and return of funds.

6. PAYMENT METHOD. Reimbursement of the costs of salaries and benefits, equipment, training, and other reimbursable expenses will be made quarterly by JUDICIAL upon receipt of a reimbursement request on the form provided by JUDICIAL at <http://www.coloradocourthousesecurity.com>, in the Quarterly Reports Section. Each reimbursement request shall be submitted by the COUNTY within 10 business days following the end of March, June, September and December. If disbursement of grant funds on a reimbursement basis causes undue hardship for the COUNTY, disbursement may be made in accordance with an alternative schedule prepared and agreed to in writing by COUNTY and JUDICIAL.

7. REPORTING REQUIREMENTS. The COUNTY shall submit quarterly activity reports on the Quarterly Progress Report Form provided by JUDICIAL at <http://www.coloradocourthousesecurity.com>, in the Quarterly Reports Section. Such reports must be received by JUDICIAL on or before the 10th business day after the last day of each calendar quarter.

8. RECORDS MAINTENANCE. The COUNTY shall maintain a complete file of all records, documents, communications, and other materials that pertain to the Program under this Agreement. Such files shall be sufficient to reflect correctly all direct and indirect costs of whatever nature for which a Grant payment was made. These records shall be maintained according to generally accepted accounting principles and must be easily separable from other COUNTY records, and shall be retained for at least three (3) years following expiration or termination of this Agreement.

9. AUDIT. The COUNTY authorizes JUDICIAL, or its designee, to perform audits and/or inspections of its records pertinent to this Agreement at any reasonable time during the term of this Agreement and for a period of three (3) years thereafter to assure compliance with this Agreement.

10. ADMINISTRATIVE REPRESENTATIVES. The Parties shall designate administrative representatives for this Agreement, and each Party shall notify the other Party promptly of any change in such designation. At the commencement of this Agreement, the designated representatives shall be:

FOR THE COUNTY

Kirk Schoneman
Court Security Team Contact
P.O. Box 1507

Pagosa Springs, CO 81147-1507

FOR JUDICIAL

John Putbrese
Administrator of Judicial Security
State Court Administrator's Office
1300 Broadway St, Suite 1200

Denver, CO 80203

11. STATUS OF COUNTY WORKERS. The Parties understand and agree that the COUNTY'S employees and agents are not employees or agents of JUDICIAL. COUNTY shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability or understandings except as expressly set forth herein.

12. INCOME TAXES. COUNTY understands and agrees that COUNTY is responsible to withhold and pay, according to law, any federal, state and local income taxes owed by its employees.

13. UNEMPLOYMENT COMPENSATION. COUNTY understands and agrees that its employees and/or agents shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by COUNTY or by some entity other than JUDICIAL.

14. WORKERS' COMPENSATION. COUNTY understands and agrees that no workers' compensation insurance shall be obtained by JUDICIAL concerning COUNTY or the employees or agents of COUNTY. COUNTY shall comply with workers' compensation law concerning COUNTY and the employees and agents of COUNTY.

15. **FRINGE BENEFITS.** Because COUNTY is engaged in COUNTY'S own independent business, COUNTY'S employees are not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of JUDICIAL.

16. **TERMINATION**

a. **Cause/Default.** JUDICIAL may terminate this Agreement, and the Grant Award, upon default by COUNTY, effective immediately upon receipt of notice of termination, or at any time thereafter in the discretion of JUDICIAL. "Default" is defined as the failure to fulfill in a timely and satisfactory manner any of the duties or obligations required under this Agreement. JUDICIAL may in its discretion permit the COUNTY a period of time to cure the default.

b. **For Loss of Funds.** In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, JUDICIAL may terminate the Agreement or reduce its scope without penalty effective immediately upon receipt by the COUNTY of notice of such termination or reduction. In the event of such termination or reduction, the COUNTY will be compensated for the value of services actually performed and goods received, if any, prior to the effective date of the termination or reduction.

17. **INSURANCE.** The Parties understand and agree that both are "public entities" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., as amended, C.R.S. (the "Act") and that to the extent required or permitted by the Act both Parties will at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

18. **CONFIDENTIALITY.** In the event that COUNTY or the employees and/or agents of COUNTY obtain access to any records or files of JUDICIAL in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, the COUNTY and its employees and/or agents shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the COUNTY.

19. **COMPLIANCE WITH LAW.** The Parties to this Agreement shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Anti-Discrimination Act of 1957, as amended, (Section 24-34-401 et seq., C.R.S.) and other applicable law respecting discrimination and unfair employment practices.

20. **SEVERABILITY.** If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby to the extent permitted by law.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and a complete integration of all understandings between the COUNTY and JUDICIAL, and no modifications or amendments to this Agreement shall be valid unless in a signed writing.

22. **NON-WAIVER.** The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of any other or subsequent rights.

23. **CHOICE OF LAW; VENUE.** Any dispute under or related to this Agreement shall be decided in accordance with the laws of the State of Colorado, and venue shall be in the State Courts of Colorado.

IN WITNESS WHEREOF, the Parties hereto execute this AGREEMENT FOR COURT SECURITY GRANT FUNDS on the dates set forth below.

COUNTY OF ARCHULETA

COLORADO JUDICIAL DEPARTMENT

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: Christopher T. Ryan
Title: State Court Administrator
Date: _____

ATTEST

By: _____
Printed: _____
Title: _____

APPROVED AS TO FORM

By: _____
Printed: _____
Title: _____

CHAPTER 51: COURT SECURITY

COURT OFFICER - OPENING PROCEDURES

When the Court Security Officer is not available or needs assistance, a Detention Officer will perform the duties of the Court Security Officer. The Detention Officer will perform the following duties:

The backup courtroom security key ring and door access card is available from the Detentions Lieutenant.

Call dispatch (731-2160) and advise them that you are in service at the courthouse.

Turn on the PC and log on to the server.

On the PC, open the "Courtroom Security Daily Log" file. Enter today's date, opening time, and Security Officers name and badge number. If the computer based Daily Log file is not available, use a Daily Log Sheet located in the white notebook in the top left drawer. Throughout the day, enter any activity of note on the daily log sheet.

Turn on the pass through metal detector. The power switch is located on the bottom left side viewed from the exit side.

Retrieve the laptop and Garret hand wand from the file cabinet, plug the three cables in to the left side of the laptop and power up the laptop. Double click the View Scan icon. It will do a test and when the camera shows in the bottom right the machine is ready.

Check the file cabinet for any personal items that may still be secured. Relock the file cabinet.

The security inspection mirror is located in the jury assembly room behind the entry door to the right.

Inspect the jury assembly room, adjoining restrooms and storage room for contraband.

Search the prosecution conference room for any contraband or suspicious items.

Enter the courtroom area and turn on the two light switches in the main courtroom. One switch is located on the back left wall.

Unlock the back courtroom door with the key card. Prop this door open.

Search all courtroom spectator benches, tables and all chairs for any contraband or suspicious items.

Visually inspect the HVAC access door just outside the jury assembly room door.

Make a visual inspection of the area adjacent to the security screening station including the elevator, restroom and trashcans. Inspect under the chairs, wood bench and desk for any contraband or suspicious items.

Verify that the crash bar on the back emergency door is secured and latched.

Store the security inspection mirror back in the jury assembly room behind the main entry door.

COURT OFFICER - CLOSING PROCEDURES

When the courtroom business is completed for the day, inspect and secure the judges chambers, courtroom and jury deliberation room, restrooms, and windows. Secure any lost or found property items in the locking file cabinet.

Lock the courtroom back exterior doors by closing them. The electronic locks will engage.

Confirm that ALL doors are secure.

Turn off the Magnetometer equipment by pressing the "Off" button.

Shut down the PC.

Put the Garrett metal detector hand wand, laptop and any other loose items in the top right drawer of the desk.

Lock the security desk by closing all drawers then firmly pushing the top center drawer in.

Confirm that the file cabinet is locked.

Advise the Probation Department that you are leaving for the day. Before leaving the security desk for the day, call dispatch and advise "end of shift."

COURT OFFICER - SCREENING FOR WEAPONS PROCEDURES

Small items will be placed in the trays provided and visually inspected for any contraband.

All purses, briefcases and fanny packs will be hand searched.

All packages and boxes will be opened and inspected for contraband.

Loose papers will be visually screened.

Umbrellas, crutches, wheelchairs, canes, strollers, baby seats, and baby carriers will be hand searched.

There may be times when items are held for visitors at the security desk. Many visitors who travel by bus or bicycle do not have a vehicle to secure prohibited items. These items may consist of but are not limited to: pocketknives, skateboards, tools, scissors, and all electronic devices, etc. The Court Detention Officer may elect to hold the prohibited item(s) for the person at the security desk. If the items are held at the security desk, the citizen will be issued half of a two part numbered ticket in order to retrieve the item after they complete their business. The other half of the ticket will remain with the item for identification purposes and stored in the locking file cabinet. The visitor must produce their half of the ticket in order to have the item(s) returned. The Court Detention Officer should use common sense and discretion when making any decision to hold and store prohibited items.

COURT OFFICER – GENERAL DUTIES

Lock and unlock courtroom doors daily.

Search and clear visitors and their property for entry into the courtroom or Probation Department. Ensure that no weapons or contraband enters the courtroom or Probation Department. Monitor security cameras, panic alarm systems, and all computer equipment at the security screening desk. Officer will respond to any and all types of emergencies within the building. Conduct regular security checks within and around the building daily. Officer will immediately respond to all panic alarms in the courtroom and Probation Department. Officer will coordinate and direct the evacuation of the courtrooms and Probation Department during a bomb threat, fire alarm, flood, or any other emergency where evacuation is needed. Log and secure any evidence, confiscated, lost and forgotten items. Court Officer will detain subjects, perform pat-down searches and handcuff subjects behind their back if circumstances dictate, while awaiting a deputy to transport the subject to the jail. Court Officer will escort citizens to their vehicles in high risk situations when coverage of the security station is available. Court Officer will maintain a presence in the courtroom when requested by the bench or when volatile situations are present or anticipated. Ensure that no weapons enter the courtroom or Probation Department by unauthorized personnel. Contact: Ambulance, Dispatch and Fire Department in emergencies.

COURT OFFICER - ARREST PROCEDURES

Obtain necessary paperwork from the court clerk or Probation Officer if available. This may include the ACSD Arrest and Remand to Custody Authorization Sheet, court mittimus, contempt citation, or minute order.

Take subject in to custody and handcuff them behind their back.

Move the subject to a secure holding area.

Complete a pat down search of the subject and place any contraband items or weapons removed from their person in a zip lock bag.

Contact a patrol deputy, detective or Detention Officer if needed to transport the subject to the jail.

Transfer any of the arrestee's court paperwork and property to the transporting deputy.

COURT OFFICER - HANDICAP SCREENING

All persons entering a weapons screening area, who fall under the Americans with Disabilities Act (ADA) will be afforded professional treatment. The Court Detention Officer screening citizens will be sensitive to the needs of all individuals with disabilities.

All persons shall pass through the metal detector unless physically unable.

Officer will be courteous at all times and be aware that persons passing through a weapons screening system who have a disability, may have a special need or requirement.

Individuals with disabilities do not expect to be waved through a weapons screening station. Like anyone else, they are capable of bringing weapons and contraband into the courthouse facility.

If an individual cannot physically pass through a metal detector, i.e., because they are in a wheelchair or electric cart, they will be searched with the use of the hand-held metal detector.

Keep in mind that weapons can be concealed in auxiliary aids such as manual or powered wheelchairs, crutches, personal backpacks, or orthopedic and prosthetic appliances.

All packages, purses, briefcases, backpacks, etc., must be visually and hand inspected. Security personnel will be polite at all times and act as discretely as possible when handling personal items, i.e., a backpack containing a colostomy bag, prosthesis or a wheelchair, etc.

Security personnel must be aware that when dealing with a person who uses auxiliary aids, they can be used as weapons, i.e., a motorized wheelchair can be maneuvered to strike an individual who is in close proximity. Crutches and canes can be used as a weapon to deliver strikes.

INFORMATION CONCERNING INDIVIDUALS WITH A DISABILITY

When talking to someone with a hearing loss, you may need to get the person's attention by tapping gently on their shoulder, or waving your hand or using some similar physical signal. If the person is lip-reading, look directly at the individual. Speak slowly and clearly. Do not exaggerate your lip movements or shout. If necessary, write on a piece of paper what you are trying to communicate.

When talking to someone who has a severe vision disability, always identify yourself. Speak in a normal tone of voice, indicate when you move from one place to another, and let it be known when the conversation is at an end. Remember, there are several kinds of visual impairments, and many visually impaired people are not totally blind.

When talking to someone using a wheelchair, don't lean on the person's wheelchair. The wheelchair is part of the body space of the person who uses it. It is a means of mobility and freedom. Remember, if you move a backpack that is attached to the wheelchair, return it to the exact place. Some individuals who are confined to a wheelchair may have limited mobility in reaching around to get something from their backpack.

When talking with someone with speech difficulties, give him/her your undivided attention. Ask short questions that require short answers or a nod of the head. Don't pretend to understand if you do not. Try rephrasing what you wish to communicate.

Remember, if someone has a disability don't assume they automatically need help. If you'd like to assist a person with a disability, say so. But wait until the offer is accepted before you move.

REVISED JULY 2, 2014



Archuleta County Sheriff's Office

January 19, 2018

Colorado Court Security Grant
Emergency Grant Application

To whom it may concern,

In August of 2017 the Archuleta County Combined Courts and the 6th Judicial District Courts have been evacuated from their court buildings due to unforeseen circumstances. Due to their current situation, they have re-located to temporary buildings that will be several miles apart. The Court Clerk and Probation will be separate from where the courts will be conducting hearings and Jury selection. Originally the Archuleta County Sheriff's Office was able to provide adequate security with one Deputy, because everyone was together in one building, located at 449 San Juan Street, Pagosa Springs, CO.

The Archuleta County Sheriff's Office is statutorily required to provide security for both entities. We currently have one Court Security Deputy in place. With the current situation and with no current plan as to when the courts will be in a new building or re-occupy the old location, the Sheriff's Office is in need of assistance. We are asking for one additional Court Security Deputy to assist in providing security at the two separate locations.

With upcoming jury trials and the need to provide security at the Court Clerks new location, 46 Eaton Drive Pagosa Springs, CO, we anticipate the need to begin as early as February 12, 2018. Unfortunately, we do not have a time line as to how long the need will be. Any assistance will be deeply appreciated.

Thank you,

A handwritten signature in black ink, appearing to read "R. Valdez".

Richard Valdez
Sheriff
Archuleta County

2018 Grant Application

County:	ARCHULETA
Priority County:	Yes
Status:	Active
Date Submitted:	01-23-2018
Chief Judge:	Jeffrey Wilson
Sheriff:	Rich Valdez
County Commissioner:	Steve Wadley

Application Type: Emergency

Requested Funds

Personnel Services: \$65,133.00

Security Equipment: \$0.00

Training: \$0.00

Total Requested Funds: \$65,133.00

Approved/Contract Funds

Personnel Services: \$65,133.00

Security Equipment: \$0.00

Training: \$0.00

Total Contract Funds: \$65,133.00

Attached File: court grant_20180119095435.pdf

List of items to be purchased (in priority order):

One Court Security Deputy

List of security measures currently in place:

We currently have one Court Security Deputy that provides security at 449 San Juan Street, Pagosa Springs, CO 81147. This location housed the Archuleta County Combined Courts and Probation.

Chief Judge Approval: Approved

Court Security Commission Chair Approval: Approved

Commission Approved

Sheriff Approval: Approved

County Commissioner Approval: Approved

Management Recommendation: Recommended

Brought before the Commission via email. Majority voted to approve. JLP 02/07/18

State Court Administrator Approval: Approved

County Commissioner Approval: Contract Approved

AGREEMENT FOR RECEIPT OF COURT SECURITY GRANT FUNDS

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WHEREAS, SB 07-118 also provided for a local security team in each county composed of, at minimum, the Chief Judge, the County Sheriff, and a County Commissioner or Manager, or their designees, to oversee issues of court security for the county (see §13-1-202, C.R.S.); AND

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WHEREAS, the local security team for the above-named COUNTY has submitted an application for court security grant funds to supplement the COUNTY'S efforts already in place to improve the security of one or more facilities in which state courts and/or probation offices are located; AND

WHEREAS, a grant of funds to the COUNTY (hereinafter "Grant") has been approved by the Commission and the State Court Administrator.

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FOR THE COUNTY

Kirk Schoneman
Court Security Team Contact
P.O. Box 1507

Pagosa Springs, CO 81147-1507

FOR JUDICIAL

John Putbrese
Administrator of Judicial Security
State Court Administrator's Office
1300 Broadway St, Suite 1200

Denver, CO 80203

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13. UNEMPLOYMENT COMPENSATION. COUNTY understands and agrees that its employees and/or agents shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by COUNTY or by some entity other than JUDICIAL.

14. WORKERS' COMPENSATION. COUNTY understands and agrees that no workers' compensation insurance shall be obtained by JUDICIAL concerning COUNTY or the employees or agents of COUNTY. COUNTY shall comply with workers' compensation law concerning COUNTY and the employees and agents of COUNTY.

15. **FRINGE BENEFITS.** Because COUNTY is engaged in COUNTY'S own independent business, COUNTY'S employees are not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of JUDICIAL.

16. **TERMINATION**

a. **Cause/Default.** JUDICIAL may terminate this Agreement, and the Grant Award, upon default by COUNTY, effective immediately upon receipt of notice of termination, or at any time thereafter in the discretion of JUDICIAL. "Default" is defined as the failure to fulfill in a timely and satisfactory manner any of the duties or obligations required under this Agreement. JUDICIAL may in its discretion permit the COUNTY a period of time to cure the default.

b. **For Loss of Funds.** In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, JUDICIAL may terminate the Agreement or reduce its scope without penalty effective immediately upon receipt by the COUNTY of notice of such termination or reduction. In the event of such termination or reduction, the COUNTY will be compensated for the value of services actually performed and goods received, if any, prior to the effective date of the termination or reduction.

17. **INSURANCE.** The Parties understand and agree that both are "public entities" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., as amended, C.R.S. (the "Act") and that to the extent required or permitted by the Act both Parties will at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

18. **CONFIDENTIALITY.** In the event that COUNTY or the employees and/or agents of COUNTY obtain access to any records or files of JUDICIAL in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, the COUNTY and its employees and/or agents shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the COUNTY.

19. **COMPLIANCE WITH LAW.** The Parties to this Agreement shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Anti-Discrimination Act of 1957, as amended, (Section 24-34-401 et seq., C.R.S.) and other applicable law respecting discrimination and unfair employment practices.

20. **SEVERABILITY.** If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby to the extent permitted by law.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and a complete integration of all understandings between the COUNTY and JUDICIAL, and no modifications or amendments to this Agreement shall be valid unless in a signed writing.

22. **NON-WAIVER.** The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of any other or subsequent rights.

23. **CHOICE OF LAW; VENUE.** Any dispute under or related to this Agreement shall be decided in accordance with the laws of the State of Colorado, and venue shall be in the State Courts of Colorado.

IN WITNESS WHEREOF, the Parties hereto execute this AGREEMENT FOR COURT SECURITY GRANT FUNDS on the dates set forth below.

COUNTY OF ARCHULETA

COLORADO JUDICIAL DEPARTMENT

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: Christopher T. Ryan
Title: State Court Administrator
Date: _____

ATTEST

By: _____
Printed: _____
Title: _____

APPROVED AS TO FORM

By: _____
Printed: _____
Title: _____