



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

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

## Study Session July 22, 2019

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

**9:00 A.M. Calendar Updates (WHR)**  
*BoCC Administration Manager*

**9:45 A.M. BOCC Updates (WHR)**  
*Board of County Commissioners*

**11:00 A.M. E-Team Update (WHR)**  
*David Bessen,  
Chair, E-Team  
Director, Information Technologies*

**11:30 A.M. \*Executive Session (WHR)**  
Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)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*

### Break

**1:00 P.M. \*Align Arapahoe - Service First (WHR)**  
Align Arapahoe - Service First

*Request: Information/Direction*

*Manisha Singh, Director, Department of Strategy & Performance  
Elected Officials and Department Directors*

**2:00 P.M. Steering Committee Meeting - Shannon Carter (BoCC Conference Room)**

*Board of County Commissioners*

**3:00 P.M. \*Drop In (WHR)**

*Board of County Commissioners*

**1. Memorandum Of Understanding Between The Arapahoe County Sheriff's Office And AllHealth Network**

Discussion of a request from the Sheriff's Office for the Board of County Commissioners to approve signing a Memorandum of Understanding between Arapahoe County, on behalf of Arapahoe County Sheriff's Office, and AllHealth Network regarding roles and responsibilities in responding to mental health emergency situations

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office  
Tyler S. Brown, Sheriff  
Keith Ashby, Purchasing Manager, Finance  
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[DROP-IN\\_BSR - ALLHEALTH MOU.DOC](#)  
[CIT MOU ACSO \(BLANK\).DOCX](#)

**2. Revision To Tobacco Ordinance**

Discussion of a request to revise Arapahoe County Ordinance No. 2008-01, which would expand the definition of "tobacco products" for minors in unincorporated Arapahoe County. The language of the proposed ordinance is set forth in the attached draft

*Request: Information/Direction*

*Olga Fujaros, Sheriff's Finance Manager, Sheriff's Office  
Kenneth McKlem, Special Operations Captain, Sheriff's Office  
Tyler S. Brown, Sheriff  
Todd Weaver, Budget Manager, Finance  
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR RE TOBACCO ORDINANCE CHANGE MCKLEM 2019.DOC](#)  
[TOBACCO POSSESSION BY MINORS DRAFT 7-8-2019.DOCX](#)

**3. Waiver Request For Travel And Out-Of-Town Business Expense Policy**

Discussion of a request from the Arapahoe County Sheriff's Office to authorize a waiver of the current Travel and Out-of-Town Business Expense Policy for the Sheriff's Office to send two bomb technicians to Stuttgart, Germany to attend a robot maintenance class

*Request: Information/Direction*

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

Tyler S. Brown, Sheriff  
Todd Weaver, Budget Manager, Finance  
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[DROP IN BOMB ROBOT MAINTENANCE TRAINING.DOC](#)

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

WHR - West Hearing Room

*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.*



ARAPAHOE COUNTY  
COLORADO'S FIRST

## DROP-IN BOARD SUMMARY REPORT

**Date:** June 27, 2019

**To:** Board of County Commissioners

**Through:** Tyler Brown, Sheriff

**From:** Olga Fajaros, Sheriff's Finance Manager

**Subject:** Memorandum of Understanding between the Arapahoe County Sheriff's Office and AllHealth Network

### **Request and Recommendation**

The Sheriff's Office requests the Board of County Commissioners approve signing a Memorandum of Understanding (MOU) between Arapahoe County, on behalf of Arapahoe County Sheriff's Office (ACSO), and AllHealth Network ("the Network"), a comprehensive community mental health center licensed by the Colorado Department of Human Services and the Colorado Department of Public Health and Environment. Request moving this item to consent agenda for formal approval and authorization of signature.

### **Background**

The ACSO provides Crisis Intervention Team (C.I.T.) training to deputies for appropriate response and follow up for community members experiencing mental health crisis. These interactions often result in a C.I.T. referral, called a "secondary referral", to the community mental health center, which is the Network. The Network then provides follow up based on the referral. ACSO and the Network currently do not have an agreement to provide "co responder" clinicians to ride with and respond to these calls as they are occurring.

### **Links to Align Arapahoe**

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

### **Discussion**

The Network and ACSO work closely with the C.I.T. program related to secondary referrals and C.I.T. training. The Network has expanded its ability to provide mental health clinicians in the field riding with law enforcement officers as "co responders" and is currently providing co responders for Littleton, Sheridan, Englewood and Greenwood Village. The Network has offered to provide 16 hours of clinician time per week to provide a co responder to ACSO.

ACSO would then be able to pair the co responder with a deputy to respond to mental health related calls in the community. There are no expenses or charges to the County for this clinician time. This MOU does not replace or in any way change ACSO's Behavioral Health Responder Program, but does provide the opportunity for crisis services in the field until that program is fully operational.

**Alternatives**

The alternative is for the County to not sign the MOU and not use the co responders.

**Fiscal Impact**

There is no fiscal impact for this MOU.

**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**  
**County Attorney's Office**

## Memorandum of Understanding

This Memorandum Of Understanding ("MOU") is made and entered into effective as of July 1, 2019, by and between Arapahoe County, on behalf of Arapahoe County Sheriff's Office, hereinafter referred to as the Department, and AllHealth Network, hereinafter referred to as the Network, a comprehensive community mental health center licensed by the Colorado Department of Human Services and the Colorado Department of Public Health and Environment. The Crisis Intervention Team, hereinafter referred to as CIT, refers to the personnel of the mental health center. The Department and Network are hereinafter collectively referred to as the Parties.

For the benefit and the protection of persons of mutual concern to the Parties, the Department and Network shall strive to act as follows:

### **Roles and Responsibilities in Responding to Mental Health Emergency Situations**

#### **The Network will:**

- Involve the Department in responding to requests for emergency services when required, to protect the citizen involved, other citizens, Network personnel providing emergency services, or the community. Whenever the Network involves the Department, CIT personnel will offer to assist the Department and will remain in contact with the Department until the situation is resolved;
- Call for the Department's assistance when a consumer's statements or behavior lead a CIT clinician to believe that the person may need to be guarded or restrained to prevent harm to self or others, while arrangements are being made to facilitate a disposition;
- Respond to requests for emergency assistance when the Department is called to a location due to a person whose behavior or statements indicate a need for mental health intervention;
- Respond to requests from the Department for an emergency evaluation of a person detained in a detention center when that person's behavior or statements lead an official to believe mental health intervention is needed;
- Work with the Department to provide information on appropriate disposition, including the correct site to take persons requiring mental health assessment so a proper disposition can be made. At all times, the Network will strive to avoid involving persons in the juvenile justice or criminal justice systems as a result of their mental illness.
- Attempt to gain an understanding of the concerns of involved family members and legal custodians when making clinical decisions, even in emergency situations;

**YOUR NEIGHBORHOOD RESOURCE FOR CARE. COMMUNITY. CONNECTION. CONVERSATION.**

Counseling—Individual, Group, Family

Acute Care Services  
 Crisis Response  
 Disaster Response  
 Acute Treatment Unit  
 Crisis Stabilization Unit

Community Wellness Services  
 Care Navigation  
 Case Management  
 PsychoSocial Rehabilitation  
 Employment Support



### **The Department will:**

- Be requested to partner with CIT clinical staff to conduct a “welfare” check on a person, known or unknown in the mental health system, when they are a danger to self or others, or grave disability is in question. In these situations, CIT clinical staff will remain involved and available to the Department until a final disposition is made.
- Deliver petitions for mental health evaluations made by concerned others about a person’s welfare and may continue to be involved in the attempts to contact the individual in person so a face to face assessment can be done.
- Provide a desk and equipment to Network CIT member in the Department’s location for the express purpose of developing a working relationship that enhances services.

### **Inter-Agency Training**

The Network will provide training to the Department in the area of intervention techniques with persons experiencing mental illness and or mental health emergency. Training content may include but is not limited to:

- Management of persons with mental illness without using restraints;
- Management of persons with mental illness who are in custody;
- Risk assessment of persons in custody;
- Recognition of mental illness;
- Intervention techniques which can assist personnel in providing for the mental health needs of persons with mental illness while in custody;
- Awareness of the special needs of persons with behavioral health problems;
- All aspects of mental health law 27-10 procedures, if requested, together with suggested ways to approach and talk to persons who are exhibiting mental health problems, how to recognize behavior and speech that may indicate mental illness or substance abuse, and how to prevent escalating behavior in the least intrusive manner while urging consideration of the least restraint possible;
- Overview of mental health services available.

The Network will work with designated Department personnel to schedule training sessions.

### **Fees for Services**

The Parties agree that neither shall charge the other for the services described within this MOU as both receive funding for the associated expenses. In the event that the Network subsequently provides other services for persons encountered through to the partnership with the Department, the Department shall have no liability or responsibility, and the Network will facilitate its standard billing procedures as appropriate.



### **Independent Contractors**

Each party and its employees, agents, and representatives shall be considered for all purposes of this MOU to be an independent entity. Neither party nor its employees, agents and representatives are, and shall not be construed as or become employees, agents or representatives of the other party as a result of performance of services under this MOU.

### **Insurance**

In performing the services described within this MOU, each party shall act as an independent entity which is solely responsible for procuring and maintaining, necessary and adequate professional and general liability insurance at its own expense, for any claims that may arise out of, or in connection with, any operations for the services its staff performs under this MOU.

### **Neutrality**

The Network and the Department will establish safeguards to prohibit officers, agents, and representatives of the Parties from using this MOU for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, officers, agents and representatives shall not seek any personal benefits or private gain for themselves, their families, or others.

### **Nondiscrimination**

The Network and Department agrees not to refuse to hire, discharge, promote, or discriminate against any persons otherwise qualified, in any matter of compensation and/or benefits, performance of services or otherwise, solely because of race, creed, gender, color, national origin or ancestry, age, marital status, mental or physical handicap, political affiliation or belief.

### **Compliance with Laws**

The Network agrees to abide by all applicable laws, rules and regulations and court and administrative rulings of the United States, the State of Colorado, Arapahoe County and Douglas County and any other political subdivision. The Network agrees to secure all necessary licenses and permits in connection with performance of this MOU.

### **Transfer and Assignment**

The Parties shall not assign or transfer their interest in this MOU without the written consent of the other party. Any unauthorized assignment or transfer shall render this MOU null, void and of no effect as to the Parties.

### **Modifications**

This MOU may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the Parties.



## **Term and Termination**

The term of this MOU shall commence on the 1<sup>st</sup> of July, 2019 and remain in effect on an ongoing basis unless terminated by either Party pursuant to the terms of this MOU. The Parties agree to annually review the performance of service delivery under this MOU and to make any adjustments as mutually agreed. Either Party may terminate this MOU with or without cause upon (30) days prior written notice to the other Party. In the event of termination, no damages, liquidated or otherwise, shall inure to either Party.

## **Notice**

All notice required to be given by the Parties hereunder shall be given in writing either by hand delivery or certified or registered mail, return receipt requested, to the individuals at the address set forth below. Either Party may from time to time designate in writing a substitute address or person(s) to whom such notices shall be sent.

|                                  |                          |
|----------------------------------|--------------------------|
| Tyler Brown                      | Bill Henricks, MBA, PhD  |
| Arapahoe County Sheriff          | Chief Executive Officer  |
| Arapahoe County Sheriff's Office | AllHealth Network        |
| 13101 Broncos Parkway            | 116 Inverness Drive East |
| Centennial, CO 80112             | Englewood, CO 80112      |

## **Governing Law**

Unless otherwise agreed in writing, this MOU and the interpretation thereof shall be governed by the laws of the State of Colorado.

## **Severability**

Should any provision of this MOU be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the Parties hereto that the remaining provisions of this MOU shall be in full force and effect.

## **Titles and Headings**

The titles and headings are inserted herein only for convenience of reference and in no way shall define, limit, or describe the scope or intent of any provisions of this MOU.



**Extent of MOU**

This MOU represents the entire and integrated understanding between the Parties in regard to the services described herein and supersedes all prior negotiations and representations whether written or oral.

Name: Tyler Brown

Title: Arapahoe County Sheriff

Signature: \_\_\_\_\_

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

Name: Bill Henricks, MBA, PhD

Title: Chief Executive Officer

Signature: \_\_\_\_\_

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

Name: Jeff Baker

Title: Chair, Board of County Commissioners

Signature: \_\_\_\_\_

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



## Board Summary Report

**Date:** July 22, 2019  
**To:** Board of County Commissioners  
**From:** Ken McKlem, Captain – Sheriff’s Office  
**Subject:** First Reading: Revision to Tobacco Ordinance

### Request and Recommendation

This item is a first reading on proposed Arapahoe County Ordinance No. 2008-01, which would expand the definition of “tobacco products” for minors in unincorporated Arapahoe County. The language of the proposed ordinance is set forth in the attached draft. Following the reading of the ordinance as required by state law, the Board of County Commissioners is being requested to approve the publication of the draft ordinance in the County’s legal newspaper and to set a public hearing for **XXXXXXXXXX** to consider whether to adopt the ordinance as amended.

### Background and Discussion

The Sheriff’s Office has expressed concern about the old definition not including vaping products and e-cigarettes, the two most popular methods currently used by minors. As such, a revision to the ordinance has been drafted for the Board of County Commissioners to consider. Counties have authority under state law to adopt such an ordinance.

### Alternatives

The alternatives would be for the BOCC to decide not to initiate the revision of the ordinance, or to decide to delay the initiation of the change.

### Fiscal Impact

The ordinance is not anticipated to result in any significant fiscal impact.

### 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  
Ken McKlem, Special Operations Captain  
Glenn Thompson, Bureau Chief  
Tyler Brown, Sheriff  
The County Attorney’s Office

**TOBACCO OR NICOTINE POSSESSION BY MINORS**

**ORDINANCE NO. 2008-01**

**2019 - \_\_\_**

**ARAPAHOE COUNTY, COLORADO**  
**ORDINANCE NO. 2008-01 2019-\_\_**

**AN ORDINANCE SETTING FORTH ARAPAHOE COUNTY POLICIES AND PROCEDURES REGULATING THE POSSESSION OF TOBACCO PRODUCTS OR NICOTINE PRODUCTS BY MINORS; AND PROVIDING PENALTY PROVISIONS FOR VIOLATIONS AND ENFORCEMENT PERTAINING THERETO.**

WHEREAS, pursuant to Section 30-15-401, C.R.S. the Board of County Commissioners of Arapahoe County has the power to adopt ordinances for control of those matters of local concern; and

WHEREAS, pursuant to Section 30-15-401 (1.5), C.R.S. the Board of County Commissioners has the power to adopt an ordinance ~~prohibiting minors to regulate the possession of~~ ~~from possessing~~ cigarettes, or tobacco products, or nicotine products as defined by Section ~~39-28.5-101(5)~~ 18-13-121(5), C.R.S., by a minor; and

WHEREAS, the Board of County Commissioners of Arapahoe County finds that in order to promote the health, safety, morals and welfare of the citizens of unincorporated Arapahoe County, it should take the following action

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Arapahoe County, the following:

**SECTION I – LEGISLATIVE DECLARATION**

It is hereby declared that the public health and welfare and the good order of the community is of the highest importance that the citizens of unincorporated Arapahoe County should be protected from activities such as minors that possess tobacco or nicotine products.

**SECTION II - DEFINITIONS**

Except as otherwise indicated by the context, the following words and phrases shall have the following meanings for purposes of this division:

*Minor* means a person under eighteen (18) years of age.

*Possess* means that a person has or holds any amount of tobacco product, or has a tobacco product within his or her immediate presence and control, including presence and control within a motor vehicle which is being driven by such person and includes the consumption, smoking,

ingesting, absorbing, inhaling or chewing of any tobacco product.

**Educational Institution** means any organization or entity that provides education, instruction or training to persons.

~~**Tobacco or tobacco products** means cigarettes, cigars, cheroots, stogies, periques, granulated, plug cut, crimp cut, ready rubbed, other smoking tobacco, snuff, snuff flour, Cavendish, plug, and twist tobacco, fine cut, other chewing tobacco, shorts, refuse scraps, clippings, sweepings of tobacco, other kinds and forms of tobacco prepared in such a manner as to be suitable for chewing or for smoking.~~

**Nicotine, tobacco or tobacco product** means any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual, or any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including but not limited to a nicotine vaporizer, electronic cigarette, cigarette, cigar, cigarillo or pipe, but shall not mean a product that the food and drug administration of the United States department of health and human services has approved as a tobacco use cessation product.

### **SECTION III – UNLAWFUL ACTS**

It is unlawful for any minor to possess any **nicotine**, tobacco or tobacco products ~~on the grounds of any educational institution and within 2000 feet from the property boundary of any educational institution~~ within unincorporated Arapahoe County, Colorado.

### **SECTION IV – APPLICABILITY**

This ordinance shall apply to all portions of unincorporated Arapahoe County.

## **SECTION V - PENALTY FOR VIOLATION**

Any person convicted of violating the provisions of this ordinance commits a minor offense, and shall be fined seventy-five dollars (\$75.00) for the first offense. For a second offense and all subsequent offenses, the Court shall impose a fine of not less than one-hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00). A mandatory court appearance is required any time a person is charged with violating this provision. All minors charged with violating this provision must appear in court accompanied by a parent or legal guardian. For the first offense, upon petition of the defendant, the Court may in its discretion consider a deferred sentence. In such cases, the Court shall impose the minor to attend and successfully complete an approved tobacco education course.

## **SECTION VI - ENFORCEMENT**

The Arapahoe County Sheriff's Office shall enforce the provisions of this ordinance.

## **SECTION VII - DISPOSITION OF FINES**

All fines for violations of this ordinance shall be paid into the General Fund of Arapahoe County.

## **SECTION VIII - SEVERABILITY**

If any one or more of the provisions of this ordinance is determined by a court of law to be invalid, such determination shall not affect the validity of the remaining provisions of this ordinance.

## **SECTION IX - EFFECTIVE DATE**

This Ordinance shall take effect thirty (30) days after the final publication following adoption.

**BOARD OF COUNTY COMMISSIONERS  
ARAPAHOE COUNTY, COLORADO**



ARAPAHOE COUNTY  
COLORADO'S FIRST

## DROP-IN BOARD SUMMARY REPORT

**Date:** June 28, 2019

**To:** Board of County Commissioners

**Through:** Tyler Brown, Sheriff

**From:** Olga Fajaros, Sheriff's Finance Manager

**Subject:** Requesting a Waiver of Travel and Out-of-Town Business Expense Policy to Send Bomb Technicians to Stuttgart, Germany

### **Request and Recommendation**

The Arapahoe County Sheriff's Office requests the Board of County Commissioners to authorize a waiver of the current Travel and Out-of-Town Business Expense Policy for the Sheriff's Office to send two bomb technicians to Stuttgart Germany to attend a robot maintenance class.

### **Background**

The Arapahoe County Bomb Squad purchased a Telex Pro Robot from Telerob, which is based out of Stuttgart, Germany. Part of the maintenance plan on robots is to break them down once a year to clean and grease the unit to prolong the life of the robot. In order for our technicians to do this, they need to be trained on the working operation of the robot's components. Telerob offers this training at no cost. The only cost associated with this training would be the airfare, lodging and meal expenses. The training is not offered in the United States and is only offered in Stuttgart, Germany.

The current Travel and Out-of-Town Business Expense Policy does not provide for international travel outside of Canada and Mexico. Therefore, a waiver of this policy for this specific Sheriff's Office training is requested. The Finance Department will provide the Sheriff's Office with support on per diem rates, purchasing card use for foreign transactions, and other miscellaneous items as needed to complete this travel, if approved by the BOCC.

### **Links to Align Arapahoe**

Fiscal Responsibility- Sending two bomb technicians to this training would enable ACSO to provide required maintenance for the Telex Robot. This will result in substantial savings over shipping the robot to Germany each year for maintenance.

Service First – Performing maintenance on site at ACSO will allow the robot to remain in service rather than taking it out of service and sending it to the manufacturer.

**Discussion**

Estimated Airfare, lodging and meal expenses for two bomb technicians is approximately \$9,500. Sending the Bomb Technicians to this training would alleviate the cost of shipping the robot to Germany for annual maintenance or basic service. The robot is approximately 200 pounds and round trip shipping to Germany is \$5,800. Labor for service and repair is \$199 per hour. The estimated cost each time the robot is shipped to Germany would be approximately \$7,800. Maintenance on site will also reduce the time the robot is out of service and unavailable for use for life saving operations in the community.

**Alternatives**

The alternative is to not approve the waiver of the current Travel and Out-of-Town Business Expense Policy and require that the Telemax Pro Robot be shipped for annual maintenance and service.

**Fiscal Impact**

The cost of sending two Bomb Technicians to training would be a one-time expenditure of approximately \$9,500, which will be paid out of the current operating budget.

**Reviewed By**

Scott Luedtke, Special Operations Lieutenant  
Olga Fajaros, Sheriff's Finance Manager  
Glenn Thompson, Bureau Chief  
Mark Nicastle, Undersheriff  
Tyler Brown, Sheriff