2015 STATE OF THE MUNICIPAL COURT

Judge Juárez
February 1, 2016

Commerce CITY

Annual Report

- 2015 Annual Report
- 2016 Court Calendar

Commerce CITY

JANUARY TO JUNE COURT REPORT

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	2015 JAN TO JUN	2014 JAN TO JUN
TRAFFIC								
TRAFFIC ISSUED	633	434	970	773	781	834	4425	3158
PARKING ISSUED	186	92	107	72	47	56	560	608
REVENUE COLLECTED	$ 65,857.00	$ 55,084.00	$ 51,631.00	$ 70,992.00	$ 57,762.00	$ 60,629.48	$ 361,955.48	$ 306,084.00
OJ/W FEES COLLECTED	$ 2,070.00	$ 3,150.00	$ 2,618.00	$ 2,614.00	$ 1,860.00	$ 1,749.00	$ 14,061.00	$ 15,280.00
OJ/W FEES PAID TO STATE	$ 1,035.00	$ 1,575.00	$ 1,309.00	$ 1,307.00	$ 930.00	$ 874.50	$ 7,030.50	$ 7,640.00
CRIMINAL								
CRIMINAL ISSUED	81	94	134	132	135	85	661	789
ANIMAL ISSUED	4	8	13	13	7	12	57	87
CODE ISSUED	3	1	3	2	3	2	14	6
REVENUE COLLECTED	$ 4,900.00	$ 3,645.00	$ 3,614.00	$ 4,552.00	$ 2,042.00	$ 4,080.00	$ 22,833.00	$ 22,523.00
TOTAL TICKETS ISSUED	907	629	1,227	992	973	989	5717	4648
JUVENILES CHARGED	29	37	79	59	49	31	284	265
RESTITUTION COLLECTED	$ 607.00	$ 1,493.06	$ 831.00	$ 935.00	$ 350.00	$ 977.52	$ 5,193.58	$ 8,590.49
COURT COSTS REVENUE	$ 7,734.00	$ 9,621.00	$ 7,957.00	$ 9,807.00	$ 7,937.00	$ 8,777.00	$ 51,833.00	$ 49,575.00
COMMUNITY SERVICE REVENUE			$ 401.00	$ 60.00			$ 461.00	$ 80.00
BOND FEES/ADMIN	$ 330.00	$ 207.25	$ 440.00	$ 350.00	$ 96.00	$ 366.00	$ 1,789.25	$ 1,509.00
SURCHARGE	$ 20,565.50	$ 17,452.00	$ 16,041.00	$ 22,347.00	$ 18,329.00	$ 19,516.00	$ 114,250.50	$ 98,115.00
COLLECTION FEES COLLECTED	$ 2,308.00	$ 7,157.00	$ 4,447.00	$ 2,888.00	$ 2,711.00	$ 2,601.00	$ 22,112.00	$ 14,007.00
FUEL SURCHARGE	$ 7,398.00	$ 5,816.00	$ 5,459.00	$ 7,812.00	$ 6,233.00	$ 7,151.00	$ 39,869.00	$ 34,916.00
PHONE CALLS - SUSAN	238	188	262	204	159	256	1307	1231
PHONE CALLS - CARMEN	184	163	168	282	207	231	1235	1082
PHONE CALLS - BEVERLY	195	186	199	223	225	241	1269	1068
PHONE CALLS - CAROL	236	175	167	195	198	185	1156	1040
PHONE CALLS - LYNN	122	126	134	137	111	190	820	658
TOTAL PHONE CALLS	975	838	930	1,041	900	1,103	5787	4079
COUNTER CUSTOMERS	1,561	1,288	1,092	1,509	1,164	1,460	8074	7364
TOTAL REVENUE COLLECTED	$ 107,819.50	$ 93,400.25	$ 86,852.00	$ 117,227.00	$ 93,329.00	$ 101,393.98	$ 600,021.73	$ 520,442.00

JULY TO DECEMBER COURT REPORT

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	2015 JUL TO DEC	2014 JUL TO DEC
TRAFFIC								
TRAFFIC ISSUED	910	795	689	679	659	593	4325	3686
PARKING ISSUED	105	127	132	125	113	125	727	648
REVENUE COLLECTED	$ 66,165.52	$ 74,385.00	$ 61,537.00	$ 79,445.00	$ 56,808.00	$ 48,283.00	$ 386,623.52	$ 289,998.00
OJ/W FEES COLLECTED	$ 2,489.00	$ 2,530.00	$ 2,029.00	$ 2,362.00	$ 1,929.00	$ 2,400.00	$ 13,739.00	$ 11,580.00
OJ/W FEES PAID TO STATE	$ 1,244.50	$ 1,265.00	$ 1,014.50	$ 1,181.00	$ 964.50	$ 1,200.00	$ 6,869.50	$ 5,790.00
CRIMINAL								
CRIMINAL ISSUED	137	156	174	137	95	88	787	795
ANIMAL ISSUED	16	11	14	14	3	4	62	103
CODE ISSUED	6	6		2		2	16	18
REVENUE COLLECTED	$ 4,480.00	$ 4,075.00	$ 4,945.00	$ 4,420.00	$ 3,612.00	$ 5,031.00	$ 26,563.00	$ 28,556.00
TOTAL TICKETS ISSUED	1,174	1,095	1,009	957	870	812	5917	5250
JUVENILES CHARGED	35	29	45	75	35	57	276	320
RESTITUTION COLLECTED	$ 2,034.61	$ 725.00	$ 790.00	$ 1,854.19	$ 590.85	$ 350.00	$ 6,344.65	$ 10,064.06
COURT COSTS REVENUE	$ 9,699.50	$ 9,422.00	$ 10,358.00	$ 12,967.00	$ 7,676.00	$ 7,887.35	$ 58,009.85	$ 44,256.00
COMMUNITY SERVICE REVENUE							$ -	$ 439.00
BOND FEES/ADMIN	$ 180.00	$ 241.00	$ 240.00	$ 150.00	$ 90.00	$ 240.00	$ 1,141.00	$ 1,950.00
SURCHARGE	$ 20,970.00	$ 23,167.00	$ 19,694.00	$ 24,763.05	$ 17,457.00	$ 15,614.00	$ 121,665.05	$ 91,879.00
COLLECTION FEES COLLECTED	$ 2,877.48	$ 2,432.00	$ 2,055.00	$ 3,178.00	$ 2,565.00	$ 2,820.00	$ 15,927.48	$ 17,566.00
FUEL SURCHARGE	$ 7,676.00	$ 8,496.00	$ 6,891.00	$ 8,430.00	$ 6,300.00	$ 5,661.00	$ 43,454.00	$ 32,493.00
PHONE CALLS - SUSAN	274	184	200	283	222	171	1334	1185
PHONE CALLS - CARMEN	202	216	258	199	174	196	1245	955
PHONE CALLS - BEVERLY	268	229	283	255	216	179	1430	1114
PHONE CALLS - CAROL	165	216	175	201	184	220	1161	1074
PHONE CALLS - LYNN	147	172	156	141	70	118	804	692
TOTAL PHONE CALLS	1,056	1,017	1,072	1,079	866	884	5974	5020
COUNTER CUSTOMERS	1,541	1,468	1,456	1,588	1,202	1,179	8434	7171
TOTAL REVENUE COLLECTED	$ 110,415.52	$ 121,051.00	$ 104,679.50	$ 131,356.05	$ 92,907.50	$ 83,916.35	$ 644,325.92	$ 495,361.00

2016 COMMERCE CITY COURT SCHEDULE

JURY TRIALS TO BE SCHEDULED AS NEEDED

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

S	M	T	W	T	F	S
					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

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			1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30		

JULY

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

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14	15	16	17	18	19	20
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28	29	30	31			

SEPTEMBER

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				1	2	3
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18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

= HOLIDAY = TRAFFIC = INTERPRETER = CRIMINAL/CODE/ANIMAL

COURT WILL NOT BE IN SESSION IN THE AFTERNOON ON APRIL 28 & OCTOBER 6

These are the valid court dates for Commerce City Municipal Court in 2016. A Spanish Interpreter is available only on the dates indicated in orange. This schedule is subject to change by the court.

Lynn DeSimone

Clerk of the Court
City of Commerce City

Jail Related Issues

- Intergovernmental Agreement
  - Signed by all in October 2015
- Daily Jail Population Report
- Average Daily Jail Population

Commerce CITY

SECOND INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF ARVADA, AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, AND WESTMINSTER, AS WELL AS THE TOWN OF BENNETT, COLORADO REGARDING MUNICIPAL NON-DOMESTIC VIOLENCE INMATE ALLOCATIONS AND PER DIEM FEE ASSESSMENT PROCESS FOR THE ADAMS COUNTY DETENTION FACILITY

THIS SECOND INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Arvada, City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, and the City of Westminster, Colorado, all Colorado home rule municipalities, and the Town of Bennett, a Colorado statutory town, collectively sometimes referred to herein as the "Cities" or "Parties" and individually as "City or Party."

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201 authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, pursuant to C.R.S. § 31-15-401(k), municipalities may use the county jail for confinement or punishment of offenders "with the consent of the board of county commissioners"; and

WHEREAS, pursuant to a prior Settlement Agreement entered in connection with litigation pending in Adams County District Court captioned: *CITY OF AURORA; CITY OF COMMERCE CITY; CITY OF FEDERAL HEIGHTS; CITY OF NORTHGLENN; and CITY OF THORNTON, Colorado, municipal corporations, v. DOUGLAS N. DARR, in his official capacity as Adams County Sheriff, State of Colorado; and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS*, Civil Action No. 2014CV30353 ("Action"), the municipalities named in said litigation were subjected to a flexible ("soft") cap of 65 non-domestic violence related municipal prisoners (aka "inmates") who may be held at the Adams County Detention Facility ("ACDF") solely for municipal charges; and

WHEREAS, pursuant to the Settlement Agreement, the Sheriff could have charged said municipalities in Adams County a per diem fee of up to $45 for any such municipal inmate held at the ACDF in excess of the 65 cap; and

WHEREAS, pursuant to a new Settlement Agreement in the Action, the municipalities named in the Action are now subjected to a flexible ("soft") cap of 80 non-domestic violence related municipal prisoners (aka "inmates") who may be held at the ACDF solely for municipal charges; and

WHEREAS, pursuant to the new Settlement Agreement in the Action, the Sheriff may charge said municipalities in Adams County a per diem fee of up to $45 for any such municipal inmate held at the ACDF in excess of the 80 cap; and

WHEREAS, the Sheriff and the Cities recognize that the Jail Cap applies to all the Cities; as such Cities are authorized to use the ACDF pursuant to C.R.S. §31-15-401(k); and

WHEREAS, it is in the best interests of the Cities to agree among themselves on a process for allocating the 80 beds available without charge in the ACDF for municipal inmates and for determining which of the Cities will be responsible for paying per diem fees the Sheriff may impose for their municipal inmates in the event the 80 cap is exceeded.

NOW, THEREFORE, in consideration of the promises and conditions contained herein the Cities hereto agree as follows:

I. PROCESS FOR THE PAYMENT OF PER DIEM FEES WHEN MUNICIPAL INMATES EXCEED THE ABOVE 80 CAP AND THE ALLOCATION OF BED SPACE AMONGST THE CITIES.

A. The Cities agree to the process for payment of fees as follows:

1. Each City must provide the Sheriff with the email address of each person to whom the Sheriff should send the daily municipal inmate count. The Sheriff has agreed to provide the Cities with the email address(es) to which the Sheriff wants the emails noted below to be sent.

2. The Sheriff will email the municipal inmate count by 9:00 a.m. each day of the week (including weekends and holidays) to the Cities.

3. Each City will review the list on at least each business day verifying its inmates listed are accurate in terms of names, holds, charges, and individual municipal inmate count. If any discrepancies are found, that City will notify the designated staff persons at the ACDF and all other Cities via email no later than 5:00 p.m. on the second business day following the Sheriff's publication of the list.

4. If the total number of municipal non-DV inmates is 80 or less, no additional action is necessary by any City.

5. If the total number of municipal non-DV inmates exceeds 80, any City that has not exceeded its individual allocation (as shown in Table A below) need not take any action and will not ultimately be subject to any per diem fees for this day (see paragraph A.6.f.). Each City must specify on all applicable paperwork (including but not limited to: in-custody booking forms, jail mittimus forms, warrants, and other correspondence) whether or not an inmate is being held on a DV charge. If any City's paperwork contains an error, that City will be responsible for any per diems assessed because of that error, unless such City notifies the Sheriff of such error by 5:00 p.m. on the second succeeding business day following the Sheriff's publication of the list of municipal inmates.

6. If the total number of municipal non-DV inmates exceeds 80, any City that has exceeded its individual allocation (as shown in Table A below) will have **12 hours from the time the Sheriff sent the daily email or 9:00 p.m., whichever is later**, to either release one or more of its non-DV inmates and/or risk being assessed a per diem fee for one or more of its non-DV inmates. If any such City's decision is to release one or more of its inmates, it must notify the Sheriff by email as noted above, to avoid any per diem liability for such inmate(s). Any such City's email should also be sent to all Cities to ensure all are kept informed of each City's decisions regarding its municipal inmates.

a. If the total number of municipal non-DV inmates exceeds 80, the City that has exceeded its individual allocation by the greatest number of inmates will first be assessed a per diem fee if it has not released one or more inmates by the established deadline. In the event more than one City has exceeded their allocation by the same number of inmates, and a per diem fee results for such inmate(s), such fee will be split equally among these Cities.

b. Step "a" above will be repeated until the remaining municipal non-DV inmate count for that day either by release and/or by commitment to pay a per diem fee(s) is at or below 80. See examples below.

c. Any City that notifies the Sheriff to release all of its inmates that were over its individual allocation on any given day by the established deadline for such day will not ultimately be subject to any per diem fees for this day (see paragraph A.6.f.).

d. For any day for which a per diem is to be assessed, the Sheriff must be sent an email **by 5:00 p.m. on the second business day** following the Sheriff's email containing the daily municipal inmate count for that day by each City that details the amount to be billed for each such day(s). Any such City's email should also be sent to all Cities to ensure all are kept informed of each City's decisions regarding its municipal inmates. If the Cities fail to provide such information to the Sheriff by the established deadline, the Sheriff will bill the per diems for any excess inmates on a last-in, first-charged basis.

e. Adams County will bill the appropriate Cities monthly and payment is due to the County within 30 days of receipt of such invoice.

f. If a City fails to notify the Sheriff as provided for in paragraph A.6.d. above, and as a result the Sheriff assesses a per diem charge on a "last-in, first-charged" basis, the City assessed such per diem charge may invoice the City(ies) that failed to notify the Sheriff in a timely manner and such City(ies) shall reimburse the City charged on the "last-in, first-charged" basis for all such per diem charges within 30 days of receipt of such invoice.

B. The Cities agree to the following allocation of beds in ACDF for municipal inmates:

1. The Cities individual bed allocations are set forth below in Table A.

TABLE A

Municipality	80 Bed Allocation
Arvada	2
Aurora	14
Bennett	1
Brighton	7
Commerce City	12
Federal Heights	4
Northglenn	7
Thornton	21
Westminster	12
Total	80

2. The following reflect examples of how the above-stated process would work in practice.

Example #1. In the example below even though several Cities are over their allocation, since the total number of inmates is 80 or less, no action needs to be taken and no per diem fees will accrue.

Municipality	Proposed 80 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	1	-1	No Action Needed
Aurora	14	15	+1	No Action Needed
Bennett	1	0	-1	No Action Needed
Brighton	7	5	-2	No Action Needed
Commerce City	12	13	+1	No Action Needed
Federal Heights	4	4	0	No Action Needed
Northglenn	7	5	-2	No Action Needed
Thornton	21	23	+2	No Action Needed
Westminster	12	12	0	No Action Needed
Total	80	78	-2	Under Soft Cap

Example #2. In the example below the total number of inmates is over 80 by two inmates so those three Cities that are over their allocation may be at risk. Since Thornton is over its allocation the most (2 over) it would be the first to decide whether to release an inmate or be charged a per diem. Following this action, there are three Cities that are each one over (Aurora, Commerce City, and Thornton). Each of these Cities would be faced with the decision to either release an inmate or risk being charged up to 1/3 per diem.

So to recap, if all occurred as described above, Thornton would either be charged 1 1/3 per diem (if it did not release its first inmate and none released another inmate) or 1/3 per diem along with Aurora and Commerce City if Thornton did release its first inmate, but none released another inmate.

Municipality	Proposed 80 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	0	-1	No Action Needed
Aurora	14	15	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	7	7	0	No Action Needed
Commerce City	12	13	+1	At Risk
Federal Heights	4	4	0	No Action Needed
Northglenn	7	7	0	No Action Needed
Thornton	21	23	+2	At Risk
Westminster	12	12	0	No Action Needed
Total	80	82	+2	2 Over Soft Cap

Example #3. In the example below the total number of inmates is over 80 by three inmates so those three jurisdictions that are over their allocation may be at risk. Since Commerce City is over its allocation the most (5 over) it would be the first to be charged a per diem if one of its inmates were not released. After Commerce City decides whether to release or risk paying a per diem for the first inmate over its individual allocation, it remains most over its allocation (4 over), so it would again be faced with either releasing an inmate or paying another per diem. Commerce City remains the most over its allocation (3 over), so it would again be faced with either releasing an inmate or paying another per diem.

So to recap, if all occurred as described above, Commerce City would be faced with either releasing up to three inmates or being charged up to three per diems. Even though Aurora and Thornton were also over their allocations, they would not be impacted because Commerce City remained the most over its allocation.

Municipality	Proposed 80 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	2	0	No Action Needed
Aurora	14	15	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	7	5	-2	No Action Needed
Commerce City	12	17	+5	At Risk
Federal Heights	4	3	-1	No Action Needed
Northglenn	7	7	0	No Action Needed
Thornton	21	22	+1	At Risk
Westminster	12	12	0	No Action Needed
Total	80	83	+3	3 Over Soft Cap

II. TERM.

This Agreement shall be in effect until otherwise agreed to by all the Cities in writing.

III. NONAPPROPRIATIONS CLAUSE.

The Cities herein acknowledge and agree that each has every intention of carrying out and performing the provisions of this Agreement for its entire term. Each City agrees it shall make every reasonable effort to ensure the continued appropriation of funds for the payments referenced in this Agreement. In the event that any of the respective City Councils fail to appropriate funds for the continuation of this Agreement for any fiscal year past the first fiscal year, the Cities may, at the beginning of the fiscal year for which the City Councils do not appropriate such funds and upon thirty (30) days prior written notice, terminate this Agreement without penalty and thereupon be released of further obligations pursuant thereto.

IV. PROVISIONS CONSTRUED AS TO FAIR MEANING.

The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party as the source of the language in question.

V. NO IMPLIED REPRESENTATIONS.

No representations, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically stated in this Agreement.

VI. NO ORAL OR COLLATERAL AGREEMENTS OR UNDERSTANDINGS.

This Agreement may be amended only by an instrument in writing signed by the Parties.

VII. INTEGRATED AGREEMENT.

This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein.

VIII. WAIVER.

The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

IX. UNCONSTITUTIONALITY.

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement, and each and every provision thereof, are declared to be severable.

X. GOVERNMENTAL IMMUNITY.

The Parties hereto understand and agree that the Parties, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time-to-time amended, or otherwise available to the Parties their officers, or their employees.

XI. NOTICE.

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or City. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Arvada
City Manager
8101 Ralston Rd
P.O. Box 8101
Arvada, CO 80001-8101

City of Aurora:
City Manager
City of Aurora
15151 East Alameda Parkway
Aurora, CO 80012

Town of Bennett
Town Administrator
355 Fourth Street
Bennett, CO 80102

City of Brighton
City Manager
Brighton City Hall
500 South 4th Avenue
Brighton, CO 80601

City of Commerce City
City Manager
7887 E. 60th Avenue
Commerce City, CO 80022

City of Federal Heights
City Manager
City of Federal Heights
2380 W 90th Avenue
Federal Heights, CO 80260

City of Northglenn
City Manager
11701 Community Center Drive
Box 330061
Northglenn, CO 80233

City of Thornton:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

City of Westminster
City Manager
4800 West 92nd Avenue
Westminster, Colorado 80031

XII. APPLICABLE LAW AND VENUE.

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Adams County, Colorado.

XIII. LITIGATION.

Each Party hereto shall be responsible for any suits, demand, costs or actions at law resulting from its own acts or omissions.

XIV. EFFECTIVE.

This Agreement shall supersede and replace the First Intergovernmental Agreement entered between the Parties in conjunction with the initial Settlement Agreement entered in the Action and will become effective as of the last date of execution by the Parties hereto, subject to the full execution of the New Settlement Agreement in the Action.

XV. EXECUTION

This Agreement may be executed in counterparts. Each of which shall be considered an original and all of which together shall constitute one and the same interests and any facsimile or electronic signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, The Cities have caused this Agreement to be duly executed as of the day and year below written.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

(SIGNATURES FOLLOW ON NEXT PAGE)

CITY OF ARVADA, COLORADO

By: _____ Date: 9/21/15

Marc Williams, Mayor
City of Arvada
8101 Ralston Road
P.O. Box 8101
Arvada, Colorado 80001

ATTEST:

Deputy _____
City Clerk

APPROVED AS TO FORM:

_____
Christopher K. Daly, City Attorney

CITY OF AURORA, COLORADO

By: _____ Date: _____
Stephen D. Hogan, Mayor
Aurora Municipal Center
15151 East Alameda Parkway
Aurora, Colorado 80012

ATTEST:

_____
Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, City Attorney

_____
Teresa L. Kinney, Senior Assistant City Attorney
Daniel L. Money, Assistant City Attorney II

TOWN OF BENNETT, COLORADO

By: Sue F. Horn Date: 8-11-15
Sue F. Horn, Mayor

TOWN OF BENNETT SEAL

ATTEST:

Lynette White
Lynette F. White, Town Clerk

APPROVED AS TO FORM:
Light Kelly, PC

Melinda Culley for
Samuel J. Light, Town Attorney

CITY OF BRIGHTON, COLORADO

By: _____ Date: 10-16-15
Richard N. McLean, City Mayor

ATTEST:

_____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

_____
Margaret R. Brubaker, City Attorney

CITY OF COMMERCE CITY, COLORADO

By: _____ Date: 8.3.15

Brian K. McBroom, City Manager
Commerce City Civic Center
7887 East 60th Avenue
Commerce City, Colorado 80022
Telephone: (303) 227-8808
Facsimile: (303) 289-3688
bmcbroom@c3gov.com

ATTEST:

_____
Laura Bauer, City Clerk

CITY OF COMMERCE CITY SEAL STATE OF COLORADO

APPROVED AS TO FORM:

_____
Robert Gehler, City Attorney

Municipal Bed Usage Report

DATE
31-Dec-15

Adams County Sheriff's Office
Detention Facility
150 North 19th Ave
Brighton, Colorado 80601
303-654-1850

	Beds Allocated	Beds Used
City of Arvada	2	1
City of Aurora	14	19
City of Bennett	1	0
City of Brighton	7	2.5
Commerce City	12	10.5
City of Federal Heights	4	3
City of Northglenn	7	1
City of Thornton	21	19
City of Westminster	12	8
Current Bed Cap - 80	Used -	*64*

Current Municipal DVs	*23*

Commerce City Courts
Adams County Detention Facility
Municipal Bed Usage Report
Date: 31-Dec-15

Beds Allocated:	**12**
Beds Used:	**10.5**

Booking #	Name	ORI	Booking Date	Charge Description	Notes/Orig Charge(s)	Docket No.	Bond Status Date	Bond Status/Type/Amt	Min Release Date	
201500015995	ALVARADO, JUAN	COMM	12/9/2015 6:30:21 PM	SENTENCED - DISORDERLY	commercecity-disorderly conduct **SENT 30 DAYS JAIL 12/9/15****	CM00247101	12/9/2015 6:30:21 PM	SENT/SENT/$0.00	01/06/2016	12/9 30 DAYS
201500016751	CZEPONIS, MELANIE	COMM	12/30/2015 4:38:06 AM	FTA - TRESPASS; $200 BOND	FTA - TRESPASSING	CM00246108	12/30/2015 5:28:12 AM	ACTI/CS/$200.00		WRIT 1/6
201500016788	DALE, KAELA	COMM	12/30/2015 3:11:35 PM	FTC - THEFT; OWES CLASS, $200 BOND - 2ND WARRANT	COMMERCE CITY-FTA/THEFT	CM00249536	12/30/2015 8:13:40 PM	ACTI/CS/$200.00		WRIT 1/6
201500016598	GREENLEY, CARLTON	COMM	12/26/2015 11:00:30 AM	FTA - FALSE REPORTING & THEFT; $200 BOND	FTA- FALSE REPORTING, THEFT / LARCENY	CM00254576	12/26/2015 12:32:42 PM	ACTI/CS/$200.00		WRIT 1/6
201500014167	MARTINEZ, ANTOINETTE	COMM	10/29/2015 1:03:21 PM	SENTENCED - THEFT	SENT 90 DAYS JAIL PSEN 20 DAYS FTA// THEFT	CM00248322	11/18/2015 5:37:41 PM	SENT/SENT/$0.00	01/21/2016	11/18 70 DAYS
201500014167	MARTINEZ, ANTOINETTE	BRIG	10/29/2015 1:03:21 PM	FAILURE TO APPEAR	SENT 60 DAYS JAIL CONCURRENT TO 100801 CONSECUTIVE TO OTHER SENTENCES FTA// SHOPLIFTING CASH ONLY BOND	98318	11/6/2015 2:57:38 PM	SENT/SENT/$0.00	01/01/2016	
201500014167	MARTINEZ, ANTOINETTE	BRIG	10/29/2015 1:03:21 PM	THEFT - BRIGHTON	SENT 60 DAYS JAIL CONCURRENT W/ 98318	100801	11/6/2015 12:00:00 AM	SENT/SENT/$0.00	01/01/2016	
201500006177	MARTINEZ, CHARLES	COMM	5/16/2015 1:01:17 AM	SENTENCED - OPEN CONTAINER	SENT 40 DAYS JAIL AMEND PSEN 20 DAYS CONSEC DISORDERLY CONDUCT, OPEN CONTAINER	CM00243832	5/16/2015 1:01:17 AM	SENT/SENT/$0.00	02/22/2016	6/3 20 DAYS CONSECUTIVE
201500006177	MARTINEZ, CHARLES	COMM	5/16/2015 1:01:17 AM	SENTENCED - DISORDERLY	SENT 30 DAYS JAIL CONSEC DISORDERLY CONDUCT, BODILY WASTE	CM00244315	5/16/2015 1:01:17 AM	SENT/SENT/$0.00	01/07/2016	6/3 30 DAYS CONSECUTIVE
201500006177	MARTINEZ, CHARLES	COMM	5/16/2015 1:01:17 AM	SENTENCED - THEFT	SENT 30 DAYS JAIL CONSEC THEFT	CM00245169	5/16/2015 1:01:17 AM	SENT/SENT/$0.00	02/04/2016	6/3 30 DAYS CONSECUTIVE
201500016506	MINGO, ANTHONY	COMM	12/23/2015 12:33:35 PM	FTP - THEFT; OWES $179, $300 BOND - 3RD WARRANT	FTA// THEFT $300 BOND OR $179 F&C	CM00244963	12/23/2015 6:33:11 PM	SENT/SENT/$0.00	01/01/2016	12/28 ORDERED RELEASED 1/1/16
201500015459	PADGETT, MICHAEL	COMM	11/27/2015 6:18:06 PM	SENTENCED - TRESPASS	MITT-COMMERCE CITY-TRESPASS **SENT 60 DAYS JAIL W/6 CREDIT=54 DAYS TO SERVE 12/2/15**	CM00240968	11/27/2015 6:18:06 PM	SENT/SENT/$0.00	01/21/2016	12/2 54 DAYS
201500015459	PADGETT, MICHAEL	COMM	11/27/2015 6:18:06 PM	SENTENCED - TRESPASS	mitt-COMMERCE CITY-TRESPASS **SENT 60 DAYS JAIL W/6 DAYS CREDIT=54 DAYS TO SERVE 12/2/15**	CM00242104	11/27/2015 6:18:06 PM	SENT/SENT/$0.00	01/21/2016	12/2 54 DAYS
201500015459	PADGETT, MICHAEL	COMM	11/27/2015 6:18:06 PM	SENTENCED - DISORDERLY	SENT 60 DAYS JAIL PSEN 6 DAYS FTA/INDECENT EXPOSURE	CM00252443	12/2/2015 5:46:57 PM	SENT/SENT/$0.00	01/21/2016	12/2 54 DAYS
201500016441	RODRIGUEZ, KRISTY	COMM	12/21/2015 9:54:26 PM	SENTENCED - THEFT	FTP-THEFT 300 BOND OR 294 FINES AND COSTS	CM00236608	12/21/2015 10:22:30 PM	SENT/SENT/$0.00	01/06/2016	12/23 15 DAYS
201500016372	SEME, JOSHUA	COMM	12/19/2015 4:25:39 PM	SENTENCED - DISORDERLY	FTA// ASSAULT CASH BOND ONLY	CM00252517	12/19/2015 4:43:45 PM	SENT/SENT/$0.00	01/01/2016	12/23 10 DAYS & SOE TO 1/28
201500016504	VALDEZ, MANUEL	COMM	12/23/2015 12:30:50 PM	FTA - THEFT & TRESPASS; $200 BOND	FTA//THEFT//TRESPASS	CM00247619	12/23/2015 5:06:01 PM	ACTI/CS/$200.00		WRIT 1/6
201500016504	VALDEZ, MANUEL	COMM	12/23/2015 12:30:50 PM	FTA - THEFT & TRESPASS; $200 BOND	FTA//THEFT// TRESPASS	CM00247929	12/23/2015 5:08:08 PM	ACTI/CS/$200.00		WRIT 1/6

Diversion

- North Metro Youth Diversion Program

Juvenile Marijuana Violations

2012 – 98

2013 – 123

2014 – 84

2015 – 87

Commerce CITY

JUVENILE JUSTICE

- Colorado Juvenile Defender Center

A non-profit organization dedicated to ensuring excellence in juvenile defense and justice for all children in Colorado.

(cjdc.org)

Commerce CITY

CORA REQUESTS

- DU Law School concerning homeless
- 2 ACLU concerning sentencing of persons in custody

Commerce CITY

Staff/Court Efficiency

- Formal Complaints
- Jury trials
  - 28 scheduled
  - 3 defendants failed to appear
  - 5 jury trials were actually held
- Prosecuting Attorney
- Remodel of court customer counters

Commerce CITY

JUSTIFICATION FOR REMODEL OF COURT OFFICE SPACE

1. There is a need for an emergency exit door from the court office. Currently there is 1 entry/exit door to our office space and it leads to the judicial hallway. In the event of fire or incident in the judicial hallway the only alternative exit is to break out the customer window glass and climb through the debris.
2. We would like every clerk to have individual customer windows to improve customer service.
3. Due to the angle of our windows and the alignment of the cubicles customers can't always be seen by the clerks and customers cannot see the clerks – mirrors have been installed and they have not alleviated this issue.
4. We need stronger windows to protect staff from angry customers and eliminate the "wall of glass".
5. Our current windows are regular glass and have small circular holes with vented aluminum covers, although they look like speakers they are not and it is very difficult to hear our customers. Individual customer windows with some sort of sound enhancement would help.
6. The current configuration requires staff to constantly look up to see if a customer has approached. With individual windows, a customer is less likely to go unnoticed by a clerk.
7. The clerks spend a lot of time walking back and forth to the window. Currently we only have 1 computer at the window, if a clerk is helping a customer at the window the other clerks have to obtain the customer information, return to their desk to look it up, walk back to the window to talk to the customer, return to their desk to complete the transaction then return to the window to provide the customer the necessary paperwork.
8. Because we sometimes deal with "sensitive issues" it will give the customer a little more privacy.
9. Individual work station windows would be ADA compliant as they would be a little higher than desk height.
10. A clerk would be able to close their window during lunch, vacations, while working in the courtroom, while closing out the register at the end of the day, while working on a critical task with a deadline – essentially to "close the door" to their work station when needed.

Court Efficiency

- A Look Back 2009 Court Strategic Plan:
  - It may be necessary to consider a full time court schedule as early as 5 to 8 years if the changes and growth in the police department continues at the current levels….

    11,889 traffic ticket issued in 2009

    8,750 traffic tickets issued in 2015

Commerce CITY

Questions?

Commerce CITY