

RESOLUTION NO. 12-47

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING AN AGREEMENT WITH COMMUNITY CORRECTIONS CSP, INC.
FOR COMMUNITY CORRECTIONS SERVICES IN COORDINATION
WITH THE CASTLE PINES MUNICIPAL COURT**

WHEREAS, the City of Castle Pines (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City desires to contract with Community Corrections CSP, Inc., a Colorado corporation (the “Contractor”), to have the Contractor perform certain services for the City, specifically providing professional community corrections services for individuals convicted of or on deferred prosecution or deferred sentences for violations of the Castle Pines Municipal Code who are ordered by the Municipal Court to perform community service (the “Services”); and

WHEREAS, the Contractor has submitted a proposal to the City to provide the Services to the City; and

WHEREAS, the Contractor’s compensation for the Services will be funded by those individuals ordered to perform community service and therefore the City shall incur no direct cost for the Contractor’s provision of the Services.

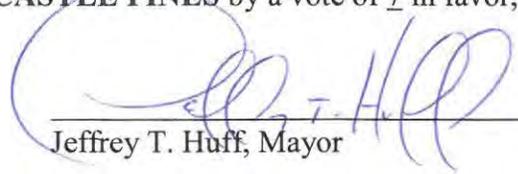
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby (a) approves the Community Service Agreement between the City and the Contractor, in substantially the form attached hereto as **Exhibit 1** (the “Agreement”), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not increase the financial obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City with the approval of the City Attorney.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

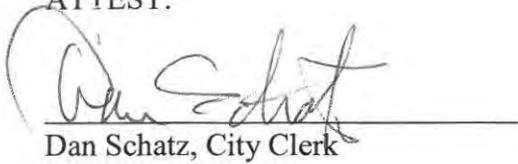
Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor, 0 against and 0 absent this 24th day of July, 2012.



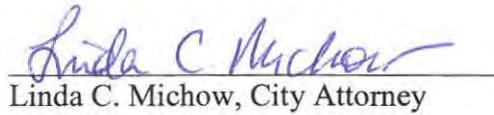
Jeffrey T. Huff, Mayor

ATTEST:



Dan Schatz, City Clerk

Approved as to form:



Linda C. Michow, City Attorney

EXHIBIT 1

**COMMUNITY SERVICE AGREEMENT
[COMMUNITY CORRECTIONS CSP, INC.]**

**COMMUNITY SERVICE AGREEMENT BETWEEN
CITY OF CASTLE PINES AND COMMUNITY CORRECTIONS CSP, INC.**

THIS COMMUNITY SERVICE AGREEMENT (“Agreement”) is made and entered into this 1st day of August, 2012, (“Effective Date”) by and between the CITY OF CASTLE PINES, a Colorado municipal corporation (the “City”), and COMMUNITY CORRECTIONS CSP, INC., a Colorado corporation (the “Contractor”). The City and Contractor may be collectively referred to as the “Parties” and each individually as “Party”.

RECITALS AND REPRESENTATIONS

WHEREAS, the City requires professional community corrections services for individuals (“Offenders”) convicted of or on deferred prosecution or deferred sentences for violations of the Castle Pines Municipal Code (the “Code”) who are ordered by the Castle Pines Municipal Court (the “Court”) to perform community service; and

WHEREAS, Contractor represents to the City that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

I. Scope of Services

Contractor shall:

A. Provide the scope of services set forth in Exhibit A, a copy of which is attached hereto and is incorporated herein by reference (the “Services”). Specifically, the Contractor shall provide Offenders, as ordered by the Court, appropriate community service opportunities, as determined and managed by Contractor either in work crew community service activities within the corporate boundaries of the City of Castle Pines, or in community service activities provided by a nonprofit sponsor, and which are described or reasonably implied from Exhibit A.

II. Reports, Data and Confidentiality

A. The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform the Services. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor’s expense.

B. Other than sharing information with designated third parties as directed by the City, no information shall be disclosed by Contractor to third parties without the prior written

consent of the City, or pursuant to a lawful court order directing such disclosure.

C. Contractor agrees that, upon written request of the City, at any time during the term of this Agreement or one (1) year thereafter, Contractor will make available for inspection and audit, those records of Contractor's Services performed under this Agreement. Contractor shall maintain such records until the expiration of the one (1) year following the end of the term of this Agreement.

III. Compensation

The City shall incur no direct cost for the Contractor's provision of the Services. The compensation of Contractor shall be funded by the Offenders on a user fee basis, except in the case of indigent Offenders, to the extent provided in Section III.3. below; and the Court, in conjunction with the sentencing of Offenders to perform community service under the program supervised by Contractor, shall order the participating Offenders, or their parents or guardians in the case of juveniles, to pay fees to Contractor as follows:

1. Regular Community Service: Thirty dollars (\$30.00) for four (4) hours of community service; sixty dollars (\$60.00) for eight (8) hours of community service; and thirty dollars (\$30.00) for each additional increment of community service of four (4) hours or less.

2. Rescheduling Fee: A thirty dollar (\$30.00) fee is assessed for reassignment or rescheduling of community service hours.

3. Indigent Offenders: Contractor shall waive the community service fee for one (1) indigent Offender each calendar month, as ordered by the Court.

IV. Professional Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Services.

B. Contractor shall not assign community service duties to Offenders which could reasonably be expected to endanger their health or safety.

C. Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by Contractor to be sufficient to meet or exceed Contractor's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section VI. At a minimum, Contractor shall maintain Commercial General Liability Insurance Coverage insuring Contractor against any liability for personal injury, bodily injury or death arising out of the performance of the Services and against liability for property damage with a combined single limit of at least Six Hundred Thousand Dollars (\$600,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. The policies described in this Section IV.C. shall be for the mutual and joint benefit and protection of Contractor and the City. Contractor shall be solely responsible for any and all insurance

deductible(s). Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section IV.C. shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Contractor arising from performance or non-performance of this Agreement. Prior to commencing the Services, Contractor shall furnish the City a certificate confirming such insurance coverage(s), and the certificate shall name the City as an additional insured, specifically reference this Agreement, and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

V. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform the Services under this Agreement; or

2. Enter into a contract with an independent subcontractor that fails to certify to Contractor that the independent subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that an independent subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

a. Notify the independent subcontractor and the City within three (3) days that Contractor has actual knowledge that the independent subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the independent subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the independent subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the independent subcontractor if during such three (3) days the independent subcontractor provides information to establish that the independent subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S., § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

VI. Indemnification

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with this Agreement or the Services performed hereunder if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, or other fault of Contractor, any independent subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor.

VII. Independent Contractor

Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or Contractor's employees, sub-contractors, consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

VIII. Term and Termination

A. This Agreement shall be for one (1) year, ending on the first anniversary of the Effective Date; provided, however, unless either party gives the other party written notice of termination at least sixty (60) days prior to such first or any subsequent, anniversary date, the term of this Agreement shall be extended until the next succeeding anniversary of the Effective Date. NOT WITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME

WITHOUT CAUSE BY GIVING THE OTHER PARTY THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF TERMINATION.

B. In the event of the termination or cancellation of this Agreement for any reason: (i) any obligations of the Parties accrued on the date of termination or cancellation shall survive termination; (ii) the confidentiality and record retention obligations of Contractor and the record keeping obligations of Contractor and the record inspection rights of the City shall survive; and (iii) any Offender participating in any community service provided pursuant to this Agreement shall be notified by Contractor that such service shall no longer be provided as of the expiration date of this Agreement, and such Offender shall be personally served by Contractor with a Court review date (which Contractor shall first obtain from the Court Administrator) at which time the Court shall either enter sentence or continue the Offender's community service in a manner not utilizing the services of Contractor under such terms and conditions as the Court deems just and reasonable.

C. Any extension of the term of this Agreement beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes, if applicable, and subject to the City's satisfaction with the Services received during the preceding term.

IX. Miscellaneous

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first class United States Mail, addressed as follows:

City: Karla McCrimmon
Court Administrator
City of Castle Pines
7501 Village Square Dr. Suite 100
Castle Pines, CO 80108

With a copy to: City Attorney
c/o Widner, Michow & Cox, LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

Contractor: David J. McCabe
Community Corrections CSP Inc.
P.O. Box 260848
Lakewood, CO 80226-0848

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

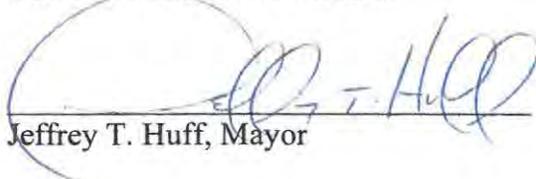
I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations [presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence] or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Incorporation of Exhibits. All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes. To the extent of any conflict between the terms of the exhibits attached to this Agreement and the Agreement, the Agreement shall control.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the City and Contractor have executed this Community Service Agreement as of the above date.

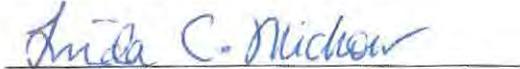
CITY OF CASTLE PINES:


Jeffrey T. Huff, Mayor

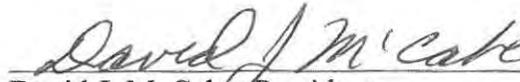
ATTEST:


Dan Schatz, City Clerk

APPROVED AS TO FORM:


Linda C. Michow, City Attorney

CONTRACTOR:


David J. McCabe, President
Community Corrections CSP, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Community Service Agreement was subscribed, sworn to and acknowledged before me this _____ day of _____, 2012, by David J. McCabe as President of Community Corrections CSP, Inc., a Colorado corporation.

My commission expires: _____

Notary Public

[SEAL]

EXHIBIT A

SCOPE OF SERVICES

1. Community Service Program. Contractor shall provide community service and related support service programs for Offenders as follows:

a. Provide to the Offenders, as ordered by the Court and approved by the City, appropriate and safe community service opportunities, either in work crew community service activities in Castle Pines managed by Contractor or in community service activities provided by a nonprofit organization. All adult Offenders and juvenile offenders who are physically unable to perform manual labor may, following approval by the Court, perform community service outside a work crew;

b. Monitor the community service with qualified personnel, providing not less than one (1) supervisor per fifteen (15) Offenders; and

c. Provide a representative at Castle Pines Municipal Court, 7404 Yorkshire Drive, Wednesday nights during which the Court holds session from 5:30 p.m. until the close of the Court session to perform orientation for all Offenders ordered to perform community service by the Court.

2. Records.

a. All records and information pertaining to any Offender shall be maintained in confidence by Contractor and not provided to any person other than Contractor's personnel without an order of the Court; provided, however, upon an Offender's transfer or discharge from Contractor's program, a termination letter generated by the contractor pertaining to the Offender shall be provided to the City.

b. Contractor shall secure and maintain for not less than thirty-six (36) months copies of supporting documentation for all of Contractor's services and all charges made and revenues received from Offenders under this Agreement.

c. All of Contractor's books and records related to the services of Contractor provided and related to the revenues received under this Agreement shall be open to inspection and/or audit at reasonable times by an authorized representative of the City.

3. Evaluation. Contractor shall provide, in consultation with the City, a monthly report on the previous month's activities at no additional cost to the City for purposes of providing information for evaluation of the effectiveness of Contractor's services.

WORK CREW RULES AND REMINDERS

1. CREW DATES AND LOCATIONS

- Crews are 8 hours.
- Crew Dates will be assigned one (1) month in advance.
- Contact us at 303-934-9548; Wednesday thru Friday before crew for the location.

2. CLOTHING

- Bring clothes to adjust to the changing weather; morning and afternoon temps can be very different in Colorado. Plan ahead for wind, rain and/or snow.
- Bring work gloves.
- Wear comfortable shoes or boots (NO SANDALS OR FLIP FLOPS; you will not be allowed on the crew if you wear these).
- NO SAGGING PANTS OR BANDANAS.
- Baseball hats will be worn with the bill to the front and straight.

3. BRING YOUR LUNCH

- If you do not bring a lunch, you will not be allowed on the crew.
- Bring items that will not spoil if they are not refrigerated.
- Water is available, but you may want something else for lunch.
- Do not count on being able to buy your lunch; most locations are in parks.

4. NO ELECTRONIC EQUIPMENT

- BIG safety issues; IF you bring electronic equipment, it will be turned in at the beginning of the crew and returned to you after the crew.
- Failure to turn in equipment will result in loss of hours and being kicked off the crew.

5. NO DRUGS, ALCOHOL OR TOBACCO

This is just a quick overview and not all of the rules have been stated. If you have additional questions, please call 303-934-9548.

