



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

August 12, 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. 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

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. Department Director Update (BoCC Conference Room)
Patrick Hernandez, Director, Human Resources
Board of County Commissioners

Break

1:00 P.M. Department Director Update (BoCC Conference Room)
Ron Carl, County Attorney
Board of County Commissioners

2:00 P.M. Department Director Update (BoCC Conference Room)
Shannon Carter, Director, Open Spaces
Board of County Commissioners

3:00 P.M. *Drop In (WHR)
Board of County Commissioners

1. IGA Between Arapahoe County And The City Of Englewood To Consolidate Office Of

Emergency Management Functions

Discussion of a request from the Arapahoe County Sheriff's Office for the Board of County Commissioners to authorize the Chair to sign an Intergovernmental Agreement (IGA) between Arapahoe County and the City of Englewood to consolidate Office of Emergency Management (OEM) functions

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 - ENGLEWOOD OEM IGA V3 FINAL.DOC](#)
[CITY OF ENGLEWOOD IGA.DOCX](#)

3:20 P.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

*** 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

BOARD SUMMARY REPORT

Date: July 30, 2019

To: Board of County Commissioners

Through: Tyler Brown, Sheriff

From: Olga Fajaros, Sheriff's Finance Manager

Subject: Intergovernmental Agreement (IGA) between Arapahoe County and the City of Englewood to Consolidate Office of Emergency Management (OEM) Functions

Request and Recommendation

The Sheriff's Office requests the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign an Intergovernmental Agreement (IGA) between Arapahoe County and the City of Englewood to Consolidate Office of Emergency Management (OEM) Functions.

Background

The ACSO OEM provides emergency management services to the residents of unincorporated Arapahoe County and current contract municipalities. Three municipalities provide their own OEM services, in theory: Littleton, Englewood and Greenwood Village. This largely consists of promulgating an Emergency Operations Plan (EOP) based on the Arapahoe County EOP.

Links to Align Arapahoe

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

Discussion

The City of Englewood approached the OEM in early 2019 to begin discussing the feasibility of the City receiving OEM services from Arapahoe County. The City, having experienced a recent local disaster and working with OEM, recognized the importance of having access to professional emergency managers. During the course of the discussions with the City Manager, City Council, and Police Department, the parties realized that IGA where the City would pay for an Arapahoe County FTE that would meet the City's needs while unifying the plans, concepts, and operations of Emergency Management organizations within the county. This unification of planning, organizing, equipping, training, exercising, and responding serves to simplify disaster response and recovery and is expected to yield increased efficiencies as the program matures.

The City, as noted in the IGA, will pay for one FTE (\$105,000 inclusive of benefits) and equipment to support the position (\$8,000 annually) but receives the benefit of the entire office. The FTE line may increase annually no more than 5% in accordance with County policies. The equipment line is capped at 3% growth per year.

The efficiencies are gained through the application of consistent planning, training, and responding. The OEM will direct the work of the new FTE in support of the IGA. Each party to the agreement can expect improvements, the City with items outlined in the agreement and the County by having additional staff to support, more fully a mission, which we would likely accept in the event of large scale disaster. Long-term, this model is likely to gain momentum with other municipalities and is on the cutting edge of Emergency Management paradigms in Colorado.

Alternatives

The alternative is for the County to not sign the IGA and not consolidate these services for the City of Englewood. Englewood would continue to maintain nominal responsibility for this function, with the option, per CRS, to turn over OEM responsibilities to ACSO when they choose to do so and without financial obligation for costs.

Fiscal Impact

The fiscal impact to the county is nominal is negligible, as the costs of the FTE and equipment are to be paid by the City of Englewood through this IGA. The OEM will direct and oversee the FTE's work program, review and approve work product, and in some instances support the City efforts with the entire staff. These events are, by their nature, are unpredictable and difficult to quantify in terms of a consistent expenditure.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE COUNTY FOR THE PROVISION OF EMERGENCY MANAGEMENT SERVICES TO THE CITY OF ENGLEWOOD BY THE ARAPAHOE COUNTY OFFICE OF EMERGENCY MANAGEMENT

This Agreement is made and entered into this ____ day of _____, 2019, by and between the CITY OF ENGLEWOOD and the BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO, on behalf of the Arapahoe County Sheriff's Office (collectively "ARAPAHOE COUNTY"), and provides as follows:

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements;

WHEREAS, Sections 29-1-203 and 29-1-203.5, C.R.S. authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each;

WHEREAS, the City of Englewood, a municipal corporation and home rule city, desires to engage Arapahoe County in assisting the City with the development and implementation of an Emergency Operations Plan, and by providing Emergency Management services; and

WHEREAS, the Arapahoe County Office of Emergency Management, which is part of the Arapahoe County Sheriff's Office ("ACSO") has demonstrated the ability to provide emergency management services of the highest professional standards to the citizens of Arapahoe County.

NOW THEREFORE, in consideration of the terms and conditions set forth herein the parties agree as follows:

AGREEMENT

I. PURPOSE

1. The City of Englewood ("COE") desires to engage the Arapahoe County Office of Emergency Management ("Arapahoe County OEM") for the purposes of developing all-hazards and emergency management plans, implementation and training that will be approved and/or adopted by the COE. In addition, the COE desires to contract with the Arapahoe County OEM for ongoing emergency coordination in the event the COE requests emergency assistance pursuant to the plans and procedures adopted by the COE.

2. The Parties acknowledge that the intent of this Agreement is not to shift liability to Arapahoe County for assisting the COE in fulfilling its statutory all-hazards and emergency response responsibilities. The Parties also acknowledge and agree that while Arapahoe County will use its best efforts in preparing any planning documents and/or training provided pursuant to this Agreement, Arapahoe County nevertheless does not warranty any of the services or

documents provided pursuant to this Agreement and disclaims any liability concerning the sufficiency of such documents, plans and/or training, which are subject to the COE's approval and/or adoption. The Parties further acknowledge that with respect to ongoing emergency coordination, Arapahoe County OEM shall be considered an agent of the COE and shall be acting pursuant to authority delegated to the Arapahoe County OEM, either directly or as delegated to the Arapahoe County OEM pursuant to such all-hazards and/or emergency plans as may be adopted by the COE in its sole discretion.

II. ARAPAHOE COUNTY DUTIES

1. Arapahoe County OEM will serve as the Office of Emergency Management for the COE, delivering City specific products and expertise in the areas of all-hazards plans development, City Emergency Operations Center ("EOC") training, improvement plan implementation, and facilitate disaster cost recovery.
2. Oversee and direct the OEM for the City of Englewood, update and present an Emergency Operations Plan ("EOP") for authorization and acceptance by the City Manager.
3. Designate one (1) qualified, full time employee to act as the primary liaison between the City of Englewood and Arapahoe County OEM. This liaison shall be an employee of the ACSO, subject to all appropriate personnel policies and procedures of the ACSO.
4. Coordinate development and implementation of a Continuity of Operations Plan.
5. Coordinate and provide training for City of Englewood personnel on the adopted Emergency Operations Plan and required and relevant National Incident Management Systems ("NIMS") courses.
6. Provide hands-on support in the event that the Englewood City Manager requests emergency assistance as will be defined in the EOP.
7. Provide disaster information for dissemination to internal and external stakeholders during an emergency event where the EOP is activated.
8. Coordinate and interface with appropriate local contact and regional, state, and federal agencies.
9. Provide regular monthly reports, written or in-person for the first year, covering the development and implementation of goals and objectives. Reports will be quarterly thereafter.
10. Provide a comprehensive after action report and improvement plan regarding any emergency response.

III. CITY OF ENGLEWOOD DUTIES

1. Provide a single point of contact – to work with the Arapahoe County OEM, which will be the City Manager, or his/her designee. The single point of contact must be of sufficient authority to direct participation of city staff in the event of training and/or EOP activations.
2. Coordinate regular meetings between City personnel and the Arapahoe County OEM, ensuring open and regular communications.
3. Actively participate at required levels in planning, training and activations as required by the City Manager in consultation with the Arapahoe County OEM.
4. Authorize the City Manager to adopt and implement agreed upon plans, but at a minimum, the Emergency Operations Plan, Continuity of Operations Plan, and Hazard Mitigation Plan.
5. Provide space, equipment and administrative support for an emergency operations center during a declared emergency event, at an appropriate COE facility.
6. Provide funding necessary to cover associated costs as outlined in Schedule A, attached hereto. Notwithstanding the fact that costs are based on a full-time employee position, the intent of this Agreement is that COE shall receive the benefit of the entire Arapahoe County OEM to provide services called for under this Agreement and any employee funded under this Agreement shall be an employee of the ACSO.
7. Provide and maintain a suitable vehicle for use by the OEM liaison. The City of Englewood will provide and maintain Automobile liability insurance at the current amounts of \$5,000,000 (five million dollars) each occurrence with a \$5,000,000 (five million dollars) umbrella policy.
8. Make all payments for the services within thirty (30) days of the receipt of an invoice from the County.

IV. MISCELLANEOUS PROVISIONS

1. **Term and Termination.** This Agreement shall have an initial term of one year, with five optional one year renewals, subject to approval by each Party and appropriations. This Agreement may be terminated by either Party at any time, with or without cause upon a Party providing no less than 180 days written notice to the other Party and upon fulfillment of any existing financial obligation.
2. **Non-Appropriation.** All financial obligations of a Party under this Agreement are subject to the annual appropriations of funds by its governing body. No provision of this Agreement will be construed or interpreted: (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated by such Party for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation

whatsoever of a Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

3. Notices. Any notice, demand or request required by or relating to this Agreement shall be given by personal delivery, e-mail, facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the address set forth herein.

CITY OF ENGLEWOOD
1000 Englewood Parkway
Englewood, CO 80110
Attn: City Manager

ARAPAHOE COUNTY
5334 South Prince Street
Littleton, Colorado 80120-1136
Attn: Arapahoe County Attorney

and (send to both)

Arapahoe County Sheriff's Office
Office of Emergency Management
13101 E. Broncos Parkway
Centennial, Colorado 80112
Attn: Emergency Manager

4. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third party beneficiary or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.

5. Amendments. No change, amendment, or waiver of any of the terms or provisions of this Agreement shall be valid or binding unless the same has been approved in writing by the governing bodies of both Parties.

6. No Assignment. This Agreement may not be assigned by either Party.

7. Severability. In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstances by any court having competent jurisdiction, the remainder of this Agreement, and the application in effect of its terms, covenants, or conditions to such persons, corporations or circumstances shall not be affected thereby.

8. Governmental Immunity. This Agreement is not intended, and shall not be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Parties, their employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq., as may be amended.

9. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County.

10. Indemnification: To the extent authorized by law, and without waiving the provisions of the CGIA, the COE shall indemnify, save and hold harmless Arapahoe County against any and

all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the City, or its employees, agents, subcontractors, assignees pursuant to the terms of this contract. The City is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101 et seq., and nothing in this Agreement shall be deemed a waiver by the either Party of any provision of that Act.

In executing this Agreement, Arapahoe County does not assume liability or responsibility for, or in any way release the COE from any liability or responsibility which arises in whole or in part from the City’s exercise of its independent judgment and authority as it relates to the adoption or approval of specific emergency plans or determinations regarding the authorization of resources during an emergency response, including liability that arises based on the existence or effect of COE ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COE ordinance, policy, rule or regulation is at issue, the COE shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the COE, Arapahoe County, or both, the COE shall satisfy the same, including all chargeable costs and reasonable attorney’s fees.

11. Insurance.

Required Policies. The COE is a member of the Colorado Intergovernmental Risk Sharing Agency, also known as, “CIRSA”, with a current deductible of \$150,000 (one hundred fifty thousand dollars), and the City shall maintain the following insurance coverage, with CIRSA at its own expense:

Commercial General Liability insurance with minimum combined single limit of \$ 10,000,000 (ten million dollars) each occurrence and \$ 10,000,000 (ten million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability, and;

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than 5,000,000 (five million dollars) each occurrence for City owned vehicles.

ARAPAHOE COUNTY shall insure vehicles owned by the COUNTY, and the COE shall insure vehicles owned by the COE, all as set forth in Section III, Paragraph 7 of this Agreement.

Arapahoe County shall make provisions for workers’ compensation insurance, social security employment insurance and unemployment compensation for its employees performing services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence to the CITY. The COE and the COUNTY are each responsible for the required and necessary workers’ compensation coverage on their respective employees.

Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. The COE's policies shall include Arapahoe County as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy

Certificates. The COE shall provide Arapahoe County with Certificates of Insurance for the coverages required under this Section at least thirty (30) days prior to the beginning of the term of this Agreement and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carrier(s) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.

12. Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

13. Execution. This Agreement may be executed in several counterparts, and by facsimile, or electronic pdf, each of which shall be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused to be executed this Intergovernmental Agreement regarding the Provision of Emergency Management Services by Arapahoe County, and the Arapahoe County Office of Emergency Management for the City of Englewood.

CITY OF ENGLEWOOD

COUNTY OF ARAPAHOE

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

ATTEST:

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SCHEDULE A – COSTS & EXPENSES

1.) **Salary:**

One qualified, full time employee at the following rate of compensation:

Year 1 Salary: \$105,000.00 inclusive of benefits.

Years 2-5 Salary: \$105,000.00 plus a percentage increase of not more than five (5) percent annually as approved by the OEM in accordance with its personnel and compensation policies and procedures.

2.) **Equipment Fee:**

Year 1:\$8,000.00

Years 2-5: \$8,000.00 plus an annual percentage increase of not more than three (3) percent per year.

The initial payment from the City to the OEM shall be payable sixty (60) days after the final approval of the IGA, pro-rated for the remainder of 2019. In subsequent years, the OEM shall provide to the City a written request and explanation for cost adjustments for the upcoming fiscal year no later than July 15th of each year, so that the City may appropriately budget for any increase in costs and expenses. The total annual payment for each subsequent year shall be provided to Arapahoe County no later than April 1st of each year.