

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

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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; and

**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; and

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

**WHEREAS**, ACSO and the City of Englewood desire to work together to meet the evolved needs of the City of Englewood through a strong partnership between the two Parties.

**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.

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 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 document provided pursuant to this Agreement, and the Parties acknowledge and agree Arapahoe County shall not assume, and expressly disclaims, any liability concerning the sufficiency of such documents, plans and/or training, which are ultimately subject to the COE's review, approval, and adoption.

## II. ARAPAHOE COUNTY DUTIES

**Assistance to the COE's Office of Emergency Management** - The COE will be the official Office of Emergency Management for the City of Englewood. Arapahoe County shall provide the COE's Office of Emergency Management with technical and/or advisory assistance.

1. **Plan Development-** Arapahoe County will review and provide feedback to the COE regarding the COE's emergency management plan and applicable state and federal requirements, and will make recommendations on optional improvements to the COE's work in developing and updating plans and providing feedback. Arapahoe County will review and provide comments to the COE on the following plans:

- Continuity of Operations Plan (COOP)
- Emergency Operations Plan (EOP)
- Programmatic Capability Assessment
- Hazard Mitigation Plan

Arapahoe County will provide:

- Reminders to the COE, through Arapahoe County's Point of Contact and through monthly technical assistance meetings, when plans are due for updating and implementation
- Process recommendations, through an email and comments in a working document, providing proposed changes to specific plans for the COE's consideration
- Review draft plans written by the COE upon request
- Edits and updates will follow the schedule listed in the respective plans
- Arapahoe County shall spend no more than a total of four hours editing each plan

2. **Point of Contact-** Arapahoe County shall designate an employee as the primary liaison between Arapahoe County and the COE. The Point of Contact shall:

- Coordinate monthly technical assistance meetings between the COE and Arapahoe County along with the COE's designated Point of Contact
- Provide the COE with the name and contact information for a backup Point of Contact when the Point of Contact is unavailable due to vacation, illness, or is otherwise indisposed
- Contact the COE's Point of Contact with any questions or concerns relative to the implementation of this Agreement
- Provide the COE's Point of Contact with all deliverables required of Arapahoe County through this Agreement

3. **Training-** Provide one tabletop exercise and assistance to the COE in implementing a second tabletop exercise. For the tabletop exercise organized by Arapahoe County, Arapahoe

County shall:

- Hold an initial planning meeting, not to exceed one hour, with the COE to plan out the concept for the exercise
- Develop and implement a scenario for the tabletop exercise
- Provide the COE with a list of roles for which the COE will need to supply personnel
- Develop any materials necessary for a successful tabletop exercise
- Provide staff to facilitate the tabletop exercise with COE staff shadowing the facilitator

For the tabletop exercise organized by the COE, Arapahoe County shall:

- Participate in the initial planning meeting, not to exceed one hour, with the COE to discuss ideas for the concept of the exercise
- Provide up to three suggestions for scenarios to the COE and assist the COE with selecting a scenario
- Provide up to two members of Arapahoe County staff to advise and provide assistance to the COE during the tabletop exercise so as to meet expected outcomes as listed in the exercise plan

4. **Technical Assistance-** Arapahoe County will provide the COE with a one-hour technical assistance meeting each month. Arapahoe County's Director of Emergency Management (or designee) shall attend the meeting, along with any other Arapahoe County staff the Director of Emergency Management deems necessary to provide adequate technical assistance to the COE. Meetings may cover any topic contained in this Agreement and shall not result in the assignment of any duties to Arapahoe County that are not provided for in this Agreement.

5. **Support During Emergencies** Arapahoe County shall provide hands-on support in the event that the COE's City Manager activates the Emergency Operations Center, an emergency has been declared, and the COE's City Manager requests OEM assistance.

6. **Access to Regional Emergency Management Support Programs-** Throughout the year, Arapahoe County will provide learning sessions and seminars on a variety of topics. Any general sessions developed by Arapahoe County that are open to other municipalities shall be open to the COE, with Arapahoe County having the responsibility of sharing calendar invitations through Microsoft Outlook to the COE's Point of Contact. Examples include quarterly emergency management finance sessions and the annual snow planning event.

7. **After Action Reports-** Arapahoe County will provide the COE with technical assistance in revising and completing after action reports for all declared emergencies. This shall include:

- Providing the COE with a template for an After Action Report
- Providing the COE with suggestions on information that should be included in the After Action Reports
- Reviewing the After-Action Reports and providing the COE with comments and proposed revisions for a time period of not to exceed five hours per After Action Report

### III. CITY OF ENGLEWOOD DUTIES

1. **Office of Emergency Management-** The COE shall serve as the Office of Emergency Management for the City of Englewood.
2. **Plan Development-** The COE shall have ultimate responsibility for maintaining and developing the following plans:
  - Continuity of Operations Plan (COOP)
  - Emergency Operations Plan (EOP)
  - Programmatic Capability Assessment
  - Hazard Mitigation Plan
3. **Point of Contact-** The City Manager shall designate the COE's Point of Contact. The COE's point of contact shall:
  - Coordinate monthly technical assistance meetings between the COE and Arapahoe County, along with Arapahoe County's designated Point of Contact
  - Provide Arapahoe County with the name and contact information for a backup Point of Contact when the Point of Contact is unavailable due to vacation, illness, or is otherwise indisposed
  - Contact Arapahoe County's Point of Contact with any questions or concerns relative to the implementation of this Agreement
  - Provide Arapahoe County's Point of Contact with all deliverables required of Arapahoe County through this agreement
4. **Exercises-** The COE will be responsible for participating in one tabletop exercise coordinated by Arapahoe County and will be responsible for coordinating and conducting one tabletop exercise supported by Arapahoe County.
5. **Technical Assistance-** The COE will participate in a one-hour technical assistance meeting each month, coordinated by Arapahoe County. The COE's Point of Contact, or designee, will participate in all technical assistance meetings and will invite other COE employees as appropriate. The COE shall not assign any deliverables to Arapahoe County that are not included in this Agreement.
6. **Support During Emergencies-** The City Manager, through the COE's Point of Contact or designee, shall reach out to Arapahoe County's Point of Contact to request assistance for an emergency operation center activation.
7. **After Action Reports-** The COE shall be responsible for completing After Action Reports for each emergency incident utilizing a template and assistance provided by Arapahoe County.
8. **Payment-** The COE shall pay Arapahoe County \$60,000 annually for the services provided by Arapahoe County under the terms of this Agreement. Each year, a payment of \$30,000 shall be made by January 1, and a second payment of \$30,000 shall be made by July 1. In addition to the foregoing, the COE shall pay Arapahoe County for any emergency operations assistance provided by Arapahoe County upon request by the COE for support for an emergency event within 30 days of receiving an invoice from Arapahoe County. If the COE requests support for an

emergency event, the COE shall pay Arapahoe County \$2,000 for the first operational period, not to exceed 12 hours of the event, and \$1,500 for each subsequent full operational period, with a do-not-exceed amount per event of \$8,000 or 36 hours, whichever is greater. Arapahoe County staff will be assigned to the emergency event at the sole discretion of the Arapahoe County Director of Emergency Management or designee based on the needs of the COE and Arapahoe County.

#### **IV. GLOSSARY**

1. Office of Emergency Management- Officially designated entity responsible for coordinating emergency events.
2. Emergency Operations Center (EOC)- A one-time operation called by the City Manager or designee to address a one-time emergency incident following emergency management best practices.
3. Emergency Operations Plan- As defined in the Colorado Revised Statutes.
4. Hazard Mitigation Plan- A county authored plan, which cities and special districts may adopt, which maps a variety of hazards and threats and is approved at the local, county, state, and federal levels of government. The HMP also allows for adopters to include mitigation actions in the plan, updating those actions annually, reduce the impact of disasters.
5. Continuity of Operations (COOP) Plan- A document containing a plan for mission-critical functions to continue to be performed during an emergency.
6. After Action Report- A report generated after the completion of an emergency event which provides a synopsis of the emergency, the response to the emergency, and suggestions for improvements and modified approaches.
7. Programmatic Capability Review- An assessment process to determine capabilities and gaps within the COE's emergency management program based on direction from COE leadership for levels of capability to build and/or sustain.

#### **V. MISCELLANEOUS PROVISIONS**

1. Term and Termination. This Agreement shall have an initial term of one year, with five optional one year renewals, subject to written 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 30 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 COE, or its employees, agents, subcontractors, assignees pursuant to the terms of this contract. The COE 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 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 COE’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 COE 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 COE-owned vehicles.

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 COE. The COE and Arapahoe 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. Complete Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written between the Parties.

14. 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 Consulting 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: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Stephanie Carlile, City Clerk

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