

# TUESDAY STAFF BRIEFINGS

## April 26, 2016

**\*\*Please Note Briefings Will Begin Immediately Following Hearings\*\***

All items on this agenda are scheduled for immediately following Hearings and will normally be considered in the order the item appears on the agenda. The Board, at their discretion, may choose to alter the order in which items are considered, may break, or may continue any item to be considered on a future date.

Convene immediately following Hearings; BCC Conference Room, 5th Floor

### **Briefing Items**

- |    |  |                                    |
|----|--|------------------------------------|
| 1. | JeffComm<br>(30 minutes)   | Sheriff Shrader                    |
| 2. | 2016 Annual Fire Operating Plan (AOP)<br>(15 minutes)                                      | Lt. Eddy, Aaron Betcher            |
| 3. | Treasurer Update<br>(15 minutes) <b>No attachments</b>                                     | Tim Kauffman, Mark<br>Hubbard      |
| 4. | Public Trustee Update<br>(15 minutes) <b>No attachments</b>                                | Margaret Chapman, Cathy<br>Bortles |
| 5. | Parks Update<br>(1 hour 15 minutes)  | Tom Hoby                           |
| 6. | IGA Funding Agreement to Improve Genesee<br>Drive - City and County of Denver (15 minutes) | Jeanie Rossillon,<br>Mike Dobbs    |
| 7. | Boys and Girls Club and The Action Center<br>Contracts (15 minutes)                        | Kate Newman                        |
| 8. | State Legislation<br>(30 minutes)  | Deborah Churchill                  |

### **County Commissioners' Report**

- U.S. Department of Commerce, Economic Development Administration (EDA) I6 Challenge Grant
- Amendment 69 Letter

### **County Manager's Report**

### **County Attorney's Report**

### **Executive Session**

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 271-5000 or TDD 271-8071. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.

## TUESDAY STAFF BRIEFINGS

April 26, 2016

<b>Briefing Items</b>			<b>Total Estimated Time: 3 hours 30 minutes</b>
<b>Begin</b>	<b>End</b>	<b>Agenda No.</b>	<b>Title</b>
8:30	9:00	1.	JeffComm
9:00	9:15	2.	2016 Annual Fire Operating Plan (AOP)
9:15	9:30	3.	Treasurer Update
9:30	9:45	4.	Public Trustee Update
9:45	11:00	5.	Parks Update
11:00	11:15	6.	IGA Funding Agreement to Improve Genesee Drive - City and County of Denver
11:15	11:30	7.	Boys and Girls Club and The Action Center Contracts
11:30	12:00	8.	State Legislation
<b>Commissioners Report</b>			<b>Total Estimated Time: 5 minutes</b>
<b>Begin</b>	<b>End</b>	<b>Agenda No.</b>	<b>Title</b>
12:00	12:05	9.	U.S. Department of Commerce, Economic Development Administration (EDA) I6 Challenge Grant Amendment 69 Letter
<b>County Manager Report</b>			<b>Total Estimated Time: 5 minutes</b>
<b>Begin</b>	<b>End</b>		<b>Title</b>
12:05	12:10		
<b>County Attorney Report</b>			<b>Total Estimated Time: 5 minutes</b>
<b>Begin</b>	<b>End</b>	<b>Agenda No.</b>	<b>Title</b>
12:10	12:15		
<b>Executive Session</b>			<b>Total Estimated Time: 15 minutes</b>
<b>Begin</b>	<b>End</b>		
12:15	12:30	Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)	

# **BOARD OF COUNTY COMMISSIONERS SCHEDULE**

## **Time\***

## **Topic\***

### **Monday, April 25, 2016**

NO TOPICS SCHEDULED TO DATE

### **Tuesday, April 26, 2016**

8:00 a.m.

BCC Meeting - (Hearing Room One)  
Public Comment  
Public Hearings

Immediately following  
Public Hearings

Staff Briefings - (BCC Board Room)

Immediately following  
Staff Briefings

Ralph Schell - (BCC Board Room)

### **Wednesday, April 27, 2016**

3:30 – 5:00 p.m.

Jefferson Economic Development Council (JEDC) April Board Meeting  
Martin Engineering Consultants, 12499 W. Colfax Ave., Lakewood

### **Thursday, April 28, 2016**

NO TOPICS SCHEDULED TO DATE

### **Friday, April 29, 2016**

9:00 – 4:00 p.m.

Colorado Counties Inc (CCI)  
800 Grant Street, Suite 500, Denver

**\*Emergency Items Or Other County Business For Which Prior Notice Was Not Possible May Be Considered.**



The only current identified practice completed by dispatch staff that will not transfer to JeffCom responsibility is the monitoring of exterior cameras for the Dakota Building. Several workable solutions are being considered.

**FISCAL IMPACT:** Startup costs, initial buildout and infrastructure are being paid by the Jefferson County Emergency Communications Authority (911 Authority). It is anticipated that the 911 Authority will be contributing an amount to JeffCom’s operational budget on an annual basis consistent with the support currently provided to now existing centers. Currently that amount is \$4.2m.

JCSO current dispatch costs	\$3,236,810
JCSO initial annual contribution to JeffCom	\$2,408,300
Annual net favorable variance	\$828,510
One-time employee severance costs	\$409,000

Sheriff’s operational components will be conducting a review with Dispatch staff during the balance of 2016 of practices that will likely adjust with this transition. These look only to be operational and we do not anticipate any fiscal impact for these adjustments.

**RECOMMENDATIONS:**

- Approve the attached intergovernmental agreement;
- Appoint the Sheriff of Jefferson County to the Board of Directors of JeffCom;
- Appoint the Sheriff’s Division Chief of Support Services as board alternate;
- Authorize necessary budget payments to JeffCom in accordance with terms of the IGA;
- Authorize severance payments be made at the time of separation consistent with current County policy to Jefferson County employees whose positions are eliminated because of this change in business practice.

**ORIGINATOR:** Sheriff Jeff Shrader x5305

## JEFFCOM CONTRIBUTION ANALYSIS

Updated 12.23.2015

Projected Operating Budget	\$	15,249,580
JCECA Contribution	\$	4,200,000
Service User Contribution *	\$	261,192
Total Agency Contribution	\$	10,788,388

Agency Contributions	Contribution %		Contribution
Arvada Fire	6.4%	\$	690,457
Arvada Police	13.7%	\$	1,478,008
Evergreen Fire	4.9%	\$	528,631
Golden Police	8.0%	\$	863,071
Jefferson County SO	22.3%	\$	2,405,811
Lakewood PD**	25.3%	\$	2,729,462
West Metro Fire**	13.3%	\$	1,434,856
Wheat Ridge PD	6.1%	\$	658,092
Total	100.0%	\$	10,788,388

\* Projected at what is collected today by Evergreen and West Metro

\*\* Includes agreed upon shift of 1.8% contribution from West Metro Fire to Lakewood PD

# **JeffCom Regional 911 Center**

## **Project Overview**

January 2016

# **Why did we look at 911 Consolidation for Jefferson County?**

- Desire to Enhance Service Levels, including improved response time and reduced 911 call transfer
- Some centers in the County struggle to keep staffing above critical levels
- Enhance resource utilization across jurisdictions
- Increasing costs duplicated across centers as volume increases and technology requirements evolve
- Increasing concern about capacity that could be required for Mass Events (terrorism, natural disaster, etc.)

*“(Consolidation) has been a clear trend over the last 20 years. ...the result has been greater economies of scale, more efficient use of resources, and improved interoperability”*

Communications Security, Reliability and Interoperability Council (CSRIC) Working Group 1A in its October 2010 final report to the U.S. Federal Communications Commission (FCC).

*Journal of Emergency Dispatch Jul/Aug 2014*

# **Regionalization is a National Trend**

- 40 year history of successful consolidations
- Supported by many Federal Agencies and National Organizations
- Indiana and Utah have mandated consolidations - other states considering
- Examined more than 2 dozen consolidations for best practices, lessons learned, etc.

# Summary of Proposed Solution

- JeffCom would be a Single Consolidated Center
- Specialized Dispatch Groups for Law Enforcement and Fire
- Dedicated Call Takers for 911 calls and Administrative Calls for participating agencies.
- Housed in expanded West Metro Fire Communications Center
- Consolidated Technology and Standard Operating Procedures
- Separate Authority with own Governance Board
- Target Go Live in January 2017
- Total of 21 agencies will be served by the center

# Other Options Examined

## 1: Single Center

- One center for call-taking and dispatch for both Law Enforcement and Fire
- Single resource pool with Specialization within the center between Law Enforcement and Fire with cross-training

## 2: Segregated Co-Location

- One physical center with 3 separate segments - consolidated call-taking, Fire dispatch, and Law Enforcement dispatch
- Dedicated staff for each segment

## 3: Two Centers

- One center for Call-Taking for both and Dispatch for Law Enforcement
- One center for Dispatch for Fire

## 4: 1+2 Centers

- One center for Call-Taking across Fire and Law Enforcement
- One center for Law Enforcement Dispatch
- One center for Fire Dispatch

## 5: Consolidation Only

- Consolidation of smaller agencies into larger agencies only
- Not a truly regionalized solution

# How will Citizens Benefit?

- Improved 911 Call Answer Time / Reduced Hold Times and Abandon Rate
- Improved Time to Dispatch / Response Time
- Right Resources Being Dispatched with the Right Capabilities
- Ability to Dispatch Resources that Optimize Response Times
- More Seamless Service Across Jurisdictions / Enhanced Coordination
- Reduced Transfers / Misdirected Calls
- Enhanced Coordination in Mass Events

# **How Will Jurisdictions Benefit?**

- Improved Service Levels to Officers and Citizens
- Reduced Costs to Deliver Service Levels
- Increased Resources Across shifts
- Enhanced Coordination / Increased Resources in Mass Events
- Dedicated Support for Training, Technology, etc.
- High Standardization of Processes and Procedures
- Additional Career Paths for PSAP employees
- Decreased Costs for Implementation of NG-911

# Personnel Principles for Center Startup

- All current employees will have a position available at the new center.
- Management and Supervisor positions will need to be applied for
- Tenured salaries will not be cut
- Lower salaries will be raised to match higher-paying PSAP salaries
- PSAP staff will have the appropriate geographic / jurisdiction knowledge
- Ongoing collaboration with the officers they serve
- Benefits package designed to be market leading

# Current Status

- Regular meetings of heads of each agency to oversee planning efforts and determine direction
- Inter-Governmental Agreement is near completion – to be routed to each jurisdiction for review and approval
- JCECA has hired contract Executive Director with previous successful consolidation experience to lead efforts
- Extensive planning work has been completed
- Multiple committees have been working to resolve key directions such as personnel, technology, and other aspects of operations
- Upon IGA approval, would move into Final Planning and Transition stage

# Concerns We Have Heard

*Change is always challenging. We have heard a number of concerns expressed and we have tried to address these. For example:*

- “These are never successful”
  - More than 40 years of success
  - Dozens of successful case studies have been examined
  - Best practices and lessons learned are clear
  - Trend in this direction is accelerating across the country.
  
- “Employees will lose out on x”
  - See the Personnel Principles
  - Agencies have gone out of their way to ensure that employees do not lose anything significant
  - Goal is to make a better place to work
  
- “The cost savings are overestimated”
  - Major focus of this effort is on Service Improvement
  - Actual costs for the center will be even less than what was originally projected
  - Future cost avoidance related to implementing Next Gen 911 and other future technologies
  - Eliminating Technology Redundancies

# Concerns We Have Heard (continued)

- "Service to officers and citizens will be compromised."
  - Entire focus is improving service levels for both officers and citizens.
  - Ensure that the dispatchers have the right jurisdiction knowledge
  - Get to know / interact with the officers that they serve
  - Addressed successfully in much larger consolidations
- "I don't have to pay for dispatch services now and in this model I will"
  - Some small jurisdictions served by the current 911 centers who do not pay for dispatch services
  - They will have to pay in the new center
  - Fees will be below costs to do themselves and service levels will be higher

# Projected Future Budgets and Funding

Summary of Future Budgets and Funding			
Current Total Cost of Operations (8 Centers)	\$	18,292,349	
Proposed JeffCom TCO	\$	15,249,580	
Overall TCO Savings	\$	3,042,769	TCO Savings % 16.6%
<b>Funding Sources</b>			
911 Fee (JCECA)	\$	4,200,000	
Service Users	\$	261,192	
Current 911 Agencies	\$	10,788,388	
<b>Total Funding</b>	\$	<b>15,249,580</b>	

**JeffCom Contribution Analysis**  
Updated 09.30.2015

**Across-the-Board Savings**

Projected Operating Budget	\$	15,249,580
JCECA Contribution	\$	4,200,000
Service User Contribution *	\$	261,192
<b>Total Agency Contribution</b>	\$	<b>10,788,388</b>

Agency Contributions	Contribution	Contribution %	2014 Budget	Proj Savings	% Savings
Arvada Fire	\$ 695,662	6.4%	\$ 887,083	\$ 191,421	21.6%
Arvada Police	\$ 1,476,106	13.7%	\$ 1,882,278	\$ 406,171	21.6%
Evergreen Fire	\$ 530,798	4.9%	\$ 676,854	\$ 146,057	21.6%
Golden Police	\$ 866,509	8.0%	\$ 1,104,942	\$ 238,432	21.6%
Jefferson County SO	\$ 2,402,696	22.3%	\$ 3,063,832	\$ 661,136	21.6%
Lakewood PD	\$ 2,533,183	23.5%	\$ 3,230,224	\$ 697,041	21.6%
West Metro Fire	\$ 1,626,211	15.1%	\$ 2,073,686	\$ 447,475	21.6%
Wheat Ridge PD	\$ 657,222	6.1%	\$ 838,067	\$ 180,844	21.6%
<b>Total</b>	\$ 10,788,388		\$ 13,756,965	\$ 2,968,577	

**Draft Contribution Analysis**

Question & Answer

**THANK YOU**

# Appendix – Consolidation Articles

- <http://www.iaedjournal.org/content/consolidation-question>
- <http://www.orioncom.com/blog/indiana-finds-success-in-regional-dispatch-program>
- <http://www.theiacp.org/Portals/0/pdfs/LEIM/2012Presentations/EXEC-DispatchConsolidation.pdf>
- <http://www.9-1-1magazine.com/AECOM-Consolidated-Dispatch-Centers>
- <http://www.emergencymgmt.com/next-gen-911/A-Consolidated-Effort-Local-Police-Agencies-Working-Together-More-Than-Ever.html>
- [http://engagedscholarship.csuohio.edu/cgi/viewcontent.cgi?article=1422&context=urban\\_facpub](http://engagedscholarship.csuohio.edu/cgi/viewcontent.cgi?article=1422&context=urban_facpub)
- <https://transition.fcc.gov/pshs/docs/csrc/CSRIC-1A-Report.pdf>
- <http://nysac.org/news/nysac-news-winter-2013/consolidating-emergency-response-services-at-the-county-level/>
- [http://www.emissourian.com/local\\_news/county/article\\_798d9a8a-aaf7-5b1a-9af4-02f9eefb22d2.html?mode=jqm](http://www.emissourian.com/local_news/county/article_798d9a8a-aaf7-5b1a-9af4-02f9eefb22d2.html?mode=jqm)
- [https://www.mma.org/resources-mainmenu-182/doc\\_view/298-regionalization-case-studies-of-success-and-failure-in-massachusetts](https://www.mma.org/resources-mainmenu-182/doc_view/298-regionalization-case-studies-of-success-and-failure-in-massachusetts)
- [http://www.army.mil/article/55692/9\\_1\\_1\\_phone\\_service\\_consolidation\\_improves\\_access/](http://www.army.mil/article/55692/9_1_1_phone_service_consolidation_improves_access/)

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE  
JEFFERSON COUNTY COMMUNICATIONS CENTER AUTHORITY**

**(JEFFCOM)**

433 S. Allison Way  
Lakewood, CO 80226  
Phone: 303-539-9412  
[www.Jeffcom911.org](http://www.Jeffcom911.org)

TABLE OF CONTENTS

**ARTICLE 1 - ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS ..... 2**

    1.1 **Organization ..... 2**

    1.2 **Principal Place of Business ..... 2**

**ARTICLE 2 - DEFINITIONS ..... 2**

    2.1 **APCO ..... 2**

    2.2 **Annual Budget ..... 2**

    2.3 **Annual Capital Reserve Fund Contribution ..... 2**

    2.4 **Annual General Operating Fund Contribution ..... 2**

    2.5 **AVL ..... 2**

    2.6 **Board ..... 2**

    2.7 **CAD ..... 2**

    2.8 **Call ..... 2**

    2.9 **Capital Reserve Fund ..... 3**

    2.10 **Cost Allocation Worksheet ..... 3**

    2.11 **Director ..... 3**

    2.12 **Effective Date ..... 3**

    2.13 **Emergency Services ..... 3**

    2.14 **Executive Director ..... 3**

    2.15 **Fiscal Year ..... 3**

    2.16 **General Operating Fund ..... 3**

    2.17 **Jeffcom Service Area ..... 3**

    2.18 **Majority ..... 3**

    2.19 **MDTs ..... 3**

    2.20 **Private Entity(ies) ..... 3**

    2.21 **Public Agency(ies) ..... 3**

    2.22 **Quorum ..... 4**

    2.23 **RMS ..... 4**

    2.24 **Service User(s) ..... 4**

    2.25 **Super Majority ..... 4**

**ARTICLE 3 - PURPOSE, FUNCTIONS, AND SERVICES ..... 4**

    3.1 **Purpose ..... 4**

    3.2 **Functions and Services ..... 4**

    3.3 **Integration of Member and Jeffcom Communication Systems ..... 5**

    3.4 **Powers ..... 7**

    3.5 **Fifth Year Review ..... 8**

**ARTICLE 4 - MEMBERSHIP ..... 8**

    4.1 **Involuntary Termination of Member ..... 8**

    4.2 **Consolidation by Members ..... 9**

    4.3 **Withdrawal of Members ..... 9**

    4.4 **Addition of Members ..... 10**

4.5	<b>Membership Rights</b> .....	10
4.6	<b>Term, Termination, and Distribution</b> .....	10
4.6.1	<b>Term</b> .....	10
4.6.2	<b>Termination</b> .....	11
4.6.3	<b>Distribution or Transfer of Assets Upon Termination</b> .....	11
<b>ARTICLE 5 - GOVERNANCE</b> .....		12
5.1	<b>Board of Directors</b> .....	12
5.2	<b>Alternate Directors</b> .....	13
5.3	<b>Appointment</b> .....	13
5.4	<b>Vacancies</b> .....	13
5.5	<b>Compensation</b> .....	13
5.6	<b>Board Action</b> .....	13
5.7	<b>Meetings</b> .....	13
5.7.1	<b>All Meetings Public</b> .....	13
5.7.2	<b>Regular Meetings</b> .....	13
5.7.3	<b>Special Meetings</b> .....	14
5.7.4	<b>Notice of Special Meeting</b> .....	14
5.7.5	<b>Waiver of Notice</b> .....	14
5.7.6	<b>Emergency Meetings</b> .....	14
5.7.7	<b>Procedural Rules Governing Meetings</b> .....	15
5.8	<b>Officers</b> .....	15
5.8.1	<b>Election and Term of Office</b> .....	15
5.8.2	<b>Removal</b> .....	15
5.8.3	<b>Duties and Authority of Officers</b> .....	15
5.8.4	<b>Bonds of Officers, Employees and Agents</b> .....	16
5.9	<b>Governmental Immunity</b> .....	16
5.10	<b>Execution of Contracts</b> .....	17
5.11	<b>Assets Held In Trust</b> .....	17
<b>ARTICLE 6 - OPERATIONS</b> .....		17
6.1	<b>Executive Director</b> .....	17
6.2	<b>Service Agreements with Service Users</b> .....	17
6.3	<b>Public Records</b> .....	17
<b>ARTICLE 7 - FISCAL ADMINISTRATION</b> .....		18
7.1	<b>Fiscal Management</b> .....	18
7.2	<b>Initial Budget</b> .....	18
7.3	<b>Annual Budget</b> .....	18
7.3.1	<b>General Operating Fund</b> .....	18
7.3.2	<b>Capital Reserve Fund</b> .....	19
7.3.3	<b>Service User(s) Costs</b> .....	19
7.3.4	<b>Transitional Funding</b> .....	19
7.4	<b>Payment of Contributions</b> .....	19

7.5	<b>Late Payments</b> .....	20
7.6	<b>Annual Audit</b> .....	20
7.7	<b>Non-Appropriation</b> .....	20
7.8	<b>General Financial Matters</b> .....	20
7.8.1	<b>Negotiable Instruments</b> .....	20
7.8.2	<b>Financial Obligations and Debt Not That of Members</b> .....	20
7.8.3	<b>Financial Support</b> .....	20
7.8.4	<b>Compliance with State Laws</b> .....	20
7.8.5	<b>Records Subject to Inspection</b> .....	21
<b>ARTICLE 8 - COMMITTEES</b> .....		21
8.1	<b>Operations Committees</b> .....	21
8.2	<b>Advisory Committee</b> .....	21
<b>ARTICLE 9 - MISCELLANEOUS</b> .....		22
9.1	<b>Notices</b> .....	22
9.2	<b>No Third Party Beneficiaries</b> .....	22
9.3	<b>Amendments</b> .....	22
9.4	<b>No Assignment</b> .....	22
9.5	<b>Severability</b> .....	22
9.6	<b>Governmental Immunity</b> .....	22
9.7	<b>Governing Law, Jurisdiction and Venue</b> .....	23
9.8	<b>Waiver of Breach</b> .....	23
9.9	<b>Dispute Resolution</b> .....	23
9.10	<b>Execution</b> .....	23

This INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE JEFFERSON COUNTY COMMUNICATIONS CENTER AUTHORITY ("**Agreement**") is made and entered as of the Effective Date (defined below) by and among the following entities, all of whom constitute the "**Members**":

1. Arvada Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
2. West Metro Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
3. Evergreen Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
4. The City of Arvada, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
5. The City of Wheat Ridge, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
6. The City of Golden, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
7. The City of Lakewood, a home rule municipality, incorporated and existing under the laws of the State of Colorado; and,
8. The Jefferson County Sheriff's Office.

#### **RECITALS**

A. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements.

B. Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so.

C. Pursuant to Article 11, Title 29, C.R.S., the Members are granted the authority to establish 9-1-1 emergency wireless and telephonic systems to aid in the dispatch of emergency services of all types, including establishment and collection of charges or fees for such services.

D. The Members are each lawfully authorized to establish, operate and provide an emergency services communications and dispatching center.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Members agree as follows:

## ARTICLE 1 - ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS

- 1.1 **Organization.** There is hereby established a separate legal entity named the "*Jefferson County Communications Center Authority*" that may do business as "*Jeffcom*". Jeffcom shall constitute a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as amended, and for any other purpose.
- 1.2 **Principal Place of Business.** The principal place of business of Jeffcom will be established by the Board. Initially, the principal place of business of Jeffcom will be 433 S. Allison Way, Lakewood, CO 80226.

## ARTICLE 2 - DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 2.1 "**APCO**" means the Association of Public Safety Communications Officials.
- 2.2 "**Annual Budget**" means the fiscal plan adopted annually by the Board regarding anticipated revenues and expenditures, and the funding of or expenditure from the Capital Reserve Fund, of Jeffcom during the ensuing fiscal year.
- 2.3 "**Annual Capital Reserve Fund Contribution**" means funds contributed to Jeffcom by each Member, at a level determined by the Board as sufficient to maintain a reasonable balance in Jeffcom's Capital Reserve Fund.
- 2.4 "**Annual General Operating Fund Contribution**" means funds contributed to Jeffcom's General Operating Fund by each Member, at a level determined by the Board as sufficient to fund Jeffcom's General Operating Fund each fiscal year, to be calculated in accordance with Section 7.3.
- 2.5 "**AVL**" means automatic vehicle location technology.
- 2.6 "**Board**" means the Board of Directors of Jeffcom, as established in this Agreement.
- 2.7 "**CAD**" means computer-aided dispatch.
- 2.8 "**Call**" means an emergency or a non-emergency request for service received by a telephone, radio or other electronic device that generates a CAD event and a primary unit assignment by Jeffcom. Jeffcom will allocate each Call to the Member whose service and

territory encompasses the area within which the Call originated and the service was requested, regardless of the entity that responds to the Call.

- 2.9 "**Capital Reserve Fund**" means a reserve fund established and maintained by Jeffcom for the purpose of funding the repair, replacement or purchase of equipment and other technology infrastructure.
- 2.10 "**Cost Allocation Worksheet**" means a worksheet prepared annually by the Board setting forth each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution for the next immediately following fiscal year.
- 2.11 "**Director**" means a member of the Board.
- 2.12 "**Effective Date**" means the date the last Member approves and signs this Agreement.
- 2.13 "**Emergency Services**" means one or more of the following services: law enforcement, fire, extrication, rescue, hazardous materials, ambulance, and/or emergency medical.
- 2.14 "**Executive Director**" means the person hired by the Board, who is responsible for the administration and operation of Jeffcom, as set forth in Section 6.1.
- 2.15 "**Fiscal Year**" means the fiscal year of Jeffcom, which is concurrent with the calendar year.
- 2.16 "**General Operating Fund**" means the fund established by Jeffcom into which all Annual General Operating Fund Contributions, and all other revenues from any source (except Annual Capital Reserve Fund Contributions) are deposited and from which all financial obligations and expenditures of Jeffcom are paid (except for the repair, replacement or purchase of equipment and other technology infrastructure that is paid for directly from the Capital Reserve Fund).
- 2.17 "**Jeffcom Service Area**" means any area that is within the jurisdiction or service area of a Member or a Service User.
- 2.18 "**Majority**" means one more than half the Directors present at a regular, special or emergency meeting where a quorum of Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.
- 2.19 "**MDTs**" means mobile data terminals.
- 2.20 "**Private Entity(ies)**" means a non-governmental entity that provides Emergency Services entirely or partially within Jefferson County.
- 2.21 "**Public Agency(ies)**" means a department of the federal government, a department of the Colorado State government, a county, municipality, special district, or other local government that provides Emergency Services entirely or partially within Jefferson County.

- 2.22 "**Quorum**" means more than one-half the number of Directors serving on the Board at the time of the regular, special or emergency meeting, whether participating in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors. A vacant Director position will not be counted for purposes of determining if a quorum is present. A Director who abstains from a vote will still be counted for purposes of determining if a quorum is present.
- 2.23 "**RMS**" means records management system.
- 2.24 "**Service User(s)**" means a Public Agency or a Private Entity that has entered into an agreement for services with Jeffcom. A Service User cannot become a party to this Agreement and cannot be a Member of Jeffcom.
- 2.25 "**Super Majority**" means sixty-six percent (66%) of the Directors at the time of a regular or special meeting where a quorum of Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors. At least two Directors representing Members that provide fire services, and at least three Directors representing Members that provide law enforcement services, must vote in favor of a matter requiring a Super Majority vote.

### **ARTICLE 3 - PURPOSE, FUNCTIONS, AND SERVICES**

- 3.1 **Purpose.** The purpose of Jeffcom is to provide, within the Jeffcom Service Area, Emergency Services reporting, Emergency Services dispatching, Emergency Services communications, and coordination and support services between Members and between Members and Service Users. Jeffcom's primary focus will be to promote the safety of the public within the Jeffcom Service Area and to promote the safety of the law enforcement personnel, firefighters, and emergency medical services personnel of Members and Service Users. The Board will determine the specific types of services provided by Jeffcom based on the needs and interests of its Members.
- 3.2 **Functions and Services.** The functions and services of Jeffcom are:
- 3.2.1 The acquisition, operation and maintenance of real and personal property, systems, equipment and other materials necessary to facilitate the provision within the Jeffcom Service Area of Emergency Services reporting, Emergency Services dispatching, Emergency Services communications, and coordination and support services, including contracting for Emergency Services with, or acquisition, operation and maintenance of, an Emergency Services dispatching and communications center.
- 3.2.2 To provide such other services or functions reasonably related to reporting communications, dispatching, and technological support services for Emergency Services providers, as may be authorized by law to the Members, and as determined by the Board to be in the best interests of the Members and persons residing within the Jeffcom Service Area, including but not limited to:

- (a) Providing Call handing and dispatch services to all Members and Service Users 24 hours per day, 7 days per week, 365 days per year within the Jeffcom Service Area;
- (b) Ensuring that all dispatchers meet the training standards as established by Jeffcom's Executive Director, which shall not be less than the minimum nationally recognized training standards;
- (c) Ensuring high quality Emergency Services reporting, Emergency Services communications, Emergency Services dispatching, and coordination and support services through the utilization of a nationally recognized quality assurance program, and a quality management program that complies with Section 25-3.5-901, C.R.S., *et seq.*, as may be amended;
- (d) Providing public education for Member communities, including cooperation with Members and 911 authorities to provide youth 911 education, business-based 911 education, and public presentations on these and similar topics;
- (e) Providing management information reports quarterly to all Directors consistent with reporting customarily provided to Emergency Services providers;
- (f) Providing geographic information system ("*GIS*") support services for the maintenance of map data in the Jeffcom Service Area, including street centerlines and other dispatch related layers required for vehicle routing, unit response recommendations and dispatching;
- (g) Providing support to Members for all non-radio based wireless data communications, such as MDTs and AVL devices; and,
- (h) Providing assistance with the integration of the preplan data of each Member and each Service User into the CAD system.
- (i) Provide a continuity of operations plan including infrastructure and necessary partner agreements.

3.3 **Integration of Member and Jeffcom Communication Systems.** Each Member's equipment and software existing on the Effective Date that will either directly or indirectly communicate with Jeffcom, including but not limited to, technology such as RMS, station alerting, GIS and AVL systems, wireless modems and MDTs, shall be deemed approved by the Board. Equipment and software utilized by parties to the Jefferson County Regional Records Management System Consortium (RMSC) on the Effective Date shall be deemed approved by the Board. After the Effective Date, a Member may not add, repair, or replace equipment or software that would adversely affect Jeffcom's operation without the Board's approval.

- 3.3.1 Members must provide any training required to enable Jeffcom personnel to support Member-specific equipment and software that either directly or indirectly communicates with Jeffcom.
- 3.3.2 Members are responsible for any costs associated with implementing interfaces, network communication solutions or other such equipment on existing or future Jeffcom systems or infrastructure.
- 3.3.3 Other communications equipment, including but not limited to, apparatus radios, portable radios, cellular communications and network infrastructure that may be necessary for the Member's equipment to function within Jeffcom's systems or infrastructure, but are not defined within this Agreement, are the sole responsibility of the Members. Purchase and maintenance of such equipment may be facilitated through the auspices of Jeffcom at the sole expense of the Member seeking the services of Jeffcom in this regard. Such costs will be invoiced independent of the Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution.
- 3.3.4 Costs associated with utility company circuits, connections and monthly services, which are used for station communications, station notification systems, RMS interfaces and other such communications, will be borne by individual Members.
- 3.3.5 Members shall not, without the prior written consent of Jeffcom and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part, and shall not make such items available to others.
- 3.3.6 Jeffcom will integrate and maintain the Member's geographic data necessary for processing dispatches in a timely manner. Members must provide all geographic data information, including timely updates, to Jeffcom.
- 3.3.7 Identified equipment of each Member may be integrated into the Jeffcom system so as to make the equipment no longer capable of being removed from the system. Such equipment will be identified by the governing body, along with equipment which may be subject to removal pursuant to a Member's termination of its membership and removal. This equipment will be considered a Jeffcom asset. If a Member leaves, the Member will get a prorated portion of the value of that equipment based upon standard depreciation tables with a maximum usable life of ten years. If neither Party wishes to continue ownership of the identified equipment, the equipment may be sold to third parties, with each Party recouping their proportional share of its investment.
- 3.3.8 Upon the end of the usable life of any identified equipment of any Member, the Board may authorize the use of Capital Reserve Funds to acquire replacement equipment, whether through purchase, lease or otherwise. To the extent reasonably possible, equipment replaced by Jeffcom shall be returned to the respective Member for disposal in accordance with the Member's policy. A

Member that has all or a portion of its identified equipment replaced shall not have an individualized interest in the replacement equipment and shall not be entitled to a prorated portion of the depreciated value of the replacement equipment pursuant to subsection 3.3.7, above, if the Member leaves Jeffcom. In the discretion of the Board, costs, repairs and maintenance required for Jeffcom-owned equipment may be paid out of the either the General Operating Fund or the Capital Reserve Fund.

3.3.9 Any identified equipment of any Member provided to Jeffcom that is deemed “surplus” by Board Action under section 5.6 below may be sold or otherwise disposed of in the discretion of the Board, with proceeds from any such disposition to be paid to the Capital Reserve Fund. The Member(s) that provided such surplus equipment shall be entitled to a credit for the depreciated value of the identified equipment in the event of dissolution under subsection 4.6.3(b)(ii) below.

3.4 **Powers.** To enable Jeffcom to carry out its functions and provide the services described in this Agreement, Jeffcom will have the following powers:

3.4.1 To acquire, construct, manage, maintain, or operate an Emergency Services communications and dispatching center on behalf of the Members;

3.4.2 To acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;

3.4.3 To conduct its business and affairs for the benefit of Jeffcom, the Members, and the constituents Jeffcom serves, including residents, property owners, and visitors;

3.4.4 To enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind;

3.4.5 To employ agents, including, but not limited to, engineers, attorneys, architects, and consultants as it deems appropriate;

3.4.6 To hire, manage and terminate employees, and to adopt personnel policies, procedures and protocols applicable to such employees;

3.4.7 To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue, and deliver bonds, notes and other obligations of Jeffcom for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of Jeffcom; and as provided, and to the extent permitted, by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien

upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues, and privileges of Jeffcom. Jeffcom will have no authority or power to levy or collect taxes of any kind;

- 3.4.8 To own, operate, and maintain real and personal property and facilities directly or in common with others, and to conduct joint, partnership, cooperative, or other operations with others, and to exercise all the powers granted herein in joint, partnership, or cooperative efforts and operations with others;
- 3.4.9 To sue, and to be sued, in its own name;
- 3.4.10 To have and use a corporate seal;
- 3.4.11 To fix, maintain and revise fees, rates, tolls, assessments, and charges for functions, services or facilities provided by Jeffcom in the manner provided by law;
- 3.4.12 To adopt bylaws, policies, and procedures with respect to the exercise of its powers and carrying out of its purposes;
- 3.4.13 To exercise any other powers that are necessary for the provision of functions, services, or facilities by Jeffcom, whether set forth in this Agreement or implied by or inherent in a power granted to Jeffcom by this Agreement or law;
- 3.4.14 To receive contributions, gifts, donations, bequests, or grants of any type or nature, including but not limited to cash, real or personal property, equipment, or services; and,
- 3.4.15 To contract with any public or private individual or entity to provide necessary or desirable services to Jeffcom.

- 3.5 **Five Year Review**. Every five years following the Effective Date, all of the then-existing Members will evaluate whether the purpose, functions and services stated in this Agreement are being met or provided, and whether any provision(s) of this Agreement should be modified to better meet or provide such purpose, functions, and services.

#### **ARTICLE 4 - MEMBERSHIP**

- 4.1 **Involuntary Termination of Member**. The Board may terminate any Member's participation in Jeffcom, and remove such Member as a party to this Agreement, upon the occurrence of either of the following: (i) the Member's breach of this Agreement (a "***Breach***"); or (ii) the Member's failure to pay in full at the required time either its Annual General Operating Fund Contributions or its Annual Capital Reserve Fund Contributions (a "***Failure to Pay***"). The procedure for such termination and removal shall be as follows:

- 4.1.1 **Super Majority Vote**. Termination and removal shall require a Super Majority vote of the Board at a regular or special meeting during which the accused

Member shall have the opportunity to present relevant evidence in its defense as determined by the Board.

4.1.2 Opportunity to Cure. If the Board votes to terminate and remove a Member as set forth above, the Member shall have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable.

4.1.3 Final Termination Vote. At a regular or special Board meeting, the Board shall determine whether the accused Member cured the violation within the applicable cure period. The Board may review such evidence as it determines is reasonable and necessary and shall thereafter vote on the matter. Whether the accused Member successfully cured the violation shall be determined by a Majority vote. If this meeting is to evaluate the cure of a Breach, this meeting shall be held not less than thirty (30) days nor more than sixty (60) days after a Super Majority vote to terminate and remove a Member. If the meeting is to evaluate the cure of a Failure to Pay, this meeting shall be held not less than ten (10) days nor more than thirty (30) days after a Super Majority vote to terminate and remove a Member. If the Board determines that the accused Member did not cure the violation, the accused Member's participation in Jeffcom shall immediately terminate and the Member shall be removed as a party to this Agreement. The Board may approve continuation of service to Member that has been terminated until service can be obtained by another provider or means for a period not to exceed six (6) months as long as progress is documented on the transfer of service.

4.1.4 Effect of Termination.

- (a) Upon such termination, the terminated Member shall have no further interest, right or title in or to any assets or equity of Jeffcom.
- (b) Termination of one or more Members shall not cause termination of this Agreement.

4.2 **Consolidation by Members.** Consolidation by a Member with another Member or non-Member to form a single legal entity will neither terminate this Agreement nor constitute a withdrawal by the consolidating Member or Members. All rights and obligations of such consolidating Member or Members will inure to the newly created single legal entity, except that no consolidation by a Member will increase any non-consolidating Member's share of the Annual Capital Reserve Fund Contributions required under this Agreement without the written consent of such non-consolidating Member. Any consolidated Member will have one Director on the Board and will be entitled to one vote.

4.3 **Withdrawal of Members.** A Member may withdraw from this Agreement at the end of any calendar year by written notice authorized by the governing body of such Member that is given to the Board and every other Member no later than January 15th of that calendar year. To the extent permitted by law, a withdrawing Member will remain liable for its share of any and all financial obligations and indebtedness of Jeffcom incurred

while the withdrawing Member was a Member of Jeffcom. Upon withdrawal, a withdrawing Member will have no further interest, right, or title in or to any assets or equity of Jeffcom, unless there is a specific written agreement to the contrary approved by the governing body of the withdrawing Member and a Super Majority vote of the Board. Withdrawal by any Member or combination of Members will not cause termination of this Agreement. A Member's non-appropriation of funds pursuant Section 7.7, will constitute a withdrawal pursuant to this Section 4.3; provided however, that the three hundred fifty (350) calendar days prior notice period will not apply and, instead, the Member will be deemed withdrawn as of January 1 of the Fiscal Year for which funds are not appropriated. A non-appropriating Member must notify every other Member as soon as reasonably practical when it is certain that its governing body will fail to appropriate the funds necessary for the Member to meet its financial obligations for the ensuing year.

4.4 **Addition of Members.** A new Public Agency may join Jeffcom as a Member of this Agreement upon the Super Majority vote of the Board consenting to the new Public Agency becoming a Member. Any new Member must identify the equipment which the new Member will integrate into the Jeffcom system, and the Board must approve any identified equipment. If the new Member does not have sufficient equipment, or if the identified equipment is duplicate, inefficient or obsolete with respect to the Jeffcom system, such equipment may be rejected by the Board in its sole determination. The Board may consider additional factors prior to consenting to the addition of a new Member, including but not limited to (i) whether the new Member currently maintains a separate communication center; (ii) the level of capital and other financial assets which the new Member may be assessed to join as a Member; and (iii) the functionality of any equipment currently owned by the new Member which may be integrated into the Jeffcom system.

4.5 **Membership Rights.** Each Member will have the right:

4.5.1 To receive Emergency Services communications, Emergency Services dispatching, Emergency Services reporting, and coordination services and support, from Jeffcom. Members shall pay for costs associated with the services and support provided by Jeffcom in accordance with the terms of this Agreement;

4.5.2 To a prorated share of the assets of Jeffcom upon termination of this Agreement, unless the Member has been involuntarily terminated or has withdrawn prior to the effective date of termination of this Agreement;

4.5.3 To have a representative serve on the Board and to cast one vote on any matter coming before the Board; and,

4.5.4 To all other benefits and privileges bestowed on Members under this Agreement.

4.6 **Term, Termination, and Distribution.**

4.6.1 **Term.** The term of this Agreement shall be unlimited, and shall continue until terminated as provided herein.

4.6.2 **Termination.** This Agreement may be terminated at any time by written agreement of all Members, or all Members except one, who are a party to this Agreement at the time of such termination.

4.6.3 **Distribution or Transfer of Assets Upon Termination.** If this Agreement is terminated pursuant to Section 4.5.2, the Board by unanimous affirmative vote of all, or one less than all, of the Directors serving on the Board at the time of termination, will determine whether all of Jeffcom's tangible and intangible property and assets ("*Assets*") are distributed to the Members or transferred to a successor entity(ies).

(a) **Transfer to Successor Entity(ies).** If the Assets are to be transferred to a successor entity(ies), the Assets will be transferred in such manner as is determined by unanimous affirmative vote of all, or one less than all, of the Directors serving on the Board at the time of termination, subject to any outstanding liens, mortgages, or other pledges of such Assets.

(b) If the Assets are to be distributed to the Members, they will be distributed pro rata to each Member as follows:

(i) All monies remaining in the General Operating Fund will be distributed to each Member based on the percentage that its last Annual General Operating Fund Contribution bears to the total amount of that General Operating Fund.

(ii) With respect to the Capital Reserve Fund, each Member will be paid for the depreciated value of any equipment it transferred to Jeffcom at the time it became a party to this Agreement. If there are insufficient funds in the Capital Reserve Fund to pay each Member for the depreciated value of any equipment it transferred to Jeffcom, then the Member will receive a prorated portion of the monies in the Capital Reserve Fund based on the percentage that the depreciated value of its equipment bears to the total of all depreciated equipment transferred to Jeffcom by the Members. If there are any monies remaining in the Capital Reserve Fund after each Member has been reimbursed for the depreciated value of the equipment it transferred to Jeffcom, each Member will receive a prorated portion of those monies based on the percentage that its last Annual General Operating Fund Contribution bears to the total amount of that General Operating Fund.

(iii) With respect to equipment purchased by Jeffcom using the Capital Reserve Fund, the Board may, in its discretion, choose to allow Members to purchase the equipment from Jeffcom at a reasonable depreciated value or to auction or otherwise dispose of the equipment, with proceeds distributed to the Members *pro rata* based on the percentage that each Member's last Annual General Operating Fund

Contribution bears to the total amount of Annual General Operating Fund Contributions.

- (iv) By unanimous affirmative vote of all Directors serving on the Board at the time of termination, or the affirmative vote of all Directors serving on the Board at the time of termination except one, the Board may provide for an alternate disposition of Jeffcom's Assets between and among the Members.

## **ARTICLE 5 - GOVERNANCE**

5.1 **Board of Directors.** The Board will consist of one Director appointed by each Member (exclusive of any Member that withdraws or is involuntarily terminated) and will have the following responsibilities and authority:

- 5.1.1 Voting authority;
- 5.1.2 Governing the authority by establishing broad policies and objectives;
- 5.1.3 Selecting, appointing, supporting, and reviewing the performance of the Executive Director;
- 5.1.4 Reviewing reports to ensure compliance with set standards;
- 5.1.5 Ensuring the availability of adequate financial resources now and into the future;
- 5.1.6 Approving contracts for services to Service Users; provided, however, that the Service Users identified in *Exhibit A* shall deemed approved by the Board as of the Effective Date and the Executive Director is authorized to sign a service contract with each such Service User, which service contract shall be in a form approved by the Board;
- 5.1.7 Approving contracts to receive services form other individuals or entities.
- 5.1.8 Determining the Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution;
- 5.1.9 Approving the Annual Budget, including the annual Work Sheet;
- 5.1.10 Approving expenditures;
- 5.1.11 Creating insurance, personnel, security, records management, risk management, and other policies necessary to the efficient and effective operation of Jeffcom;
- 5.1.12 Establishing one or more committees;
- 5.1.13 Accounting to the Members for the performance of Jeffcom; and

5.1.14 Setting compensation and benefits of Jeffcom personnel.

5.2 **Alternate Directors.** Each Member will appoint an alternative representative to serve as the Director when the Director is absent or unable to perform his/her Director duties ("***Alternate Director***"). When used in this Agreement, the terms "Director" or "Directors" shall mean the Director or, in his/her absence, the Alternate Director of each Member.

5.3 **Appointment.** The governing body of each Member will appoint one individual to serve as a Director and one individual to serve as the Alternate Director. The Director and Alternate Director will serve at the pleasure of the governing body of the appointing Member and either or both may be replaced at any time by the governing body of the appointing Member. An Alternate Director will act and vote only in the absence of the Director.

5.4 **Vacancies.** A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal or disability, will be filled in the same manner as appointment of a Director as hereinabove provided.

5.5 **Compensation.** Directors will not receive compensation for their services. The Board may provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of Jeffcom.

5.6 **Board Action.** Final actions or decisions of the Board (including ratification or rescission of action taken by the Board at an emergency meeting) may be taken or made only at regular or special meetings of the Board, called upon notice as required herein, at which a quorum is present. Except as set forth below or as otherwise provided in this Agreement, final actions or decisions of the Board shall be made by the affirmative vote of a Majority at a properly-noticed regular or special meeting at which a quorum is present. No Member shall be allowed more than one vote on any issue or matter coming before the Board.

5.7 **Meetings.**

5.7.1 **All Meetings Public.** All regular, special and emergency meetings of the Board will be open to the public and subject to the Colorado Sunshine Law, Part 4 of Article 6 of Title 24 of the Colorado Revised Statutes, as may be amended ("***Sunshine Law***").

5.7.2 **Regular Meetings.** Regular meetings shall be held a minimum of monthly. If the Executive Director determines that a meeting is not necessary he/she may contact the Board Members for direction as to whether a meeting shall be held or not. A schedule of regular meetings of the Board may be set by resolution of the Board, which resolution will identify the dates, times, and location(s) of said regular meetings to be held within the boundaries of Jefferson County, Colorado. Following adoption of said resolution scheduling regular meetings of the Board, no additional notice to the Directors will be required. Regular meetings of the

Board will be posted in accordance with the Sunshine Law. Directors may participate in any regular meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.

- 5.7.3 **Special Meetings.** Special meetings of the Board may be called by any two (2) or more Directors, so long as the Directors calling the special meeting include at least one Director representing a Member providing fire services and at least one Director representing a Member providing law enforcement services. Thereupon it will be the duty of the Secretary of the Board to cause notice of such meeting to be given as hereinafter provided. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Directors calling the meeting. Special meetings of the Board will be posted in accordance with the provisions of the Sunshine Law. Directors may participate in any special meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.
- 5.7.4 **Notice of Special Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the meeting.
- 5.7.5 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board will constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.
- 5.7.6 **Emergency Meetings.** A Quorum of the Board may call an emergency meeting at any time and without 72 hours prior notice in the event of an emergency that requires the immediate action of the Board in order for Jeffcom to carry out its services and related functions. The Board Secretary, or upon the Secretary's default, the Directors calling the emergency meeting, shall cause notice of the emergency meeting to be given immediately to all to all Directors and Members. Notice may be given in-person, by facsimile or by electronic mail at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the emergency meeting. To the extent practicable, public notice of an emergency meeting will be posted in the same locations as for regular meetings. At the emergency meeting, the Board by affirmative vote of a Majority of the Directors present, may take any action within the express or implied powers of Jeffcom to carry out its services and related functions; provided, however, any action taken at an emergency meeting will be effective only until the first to occur of: (a) the next regular meeting, or (b) the next special meeting of the Board at which the emergency issue is on the public notice of such meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If any emergency

action taken is not ratified, it be deemed rescinded. Emergency meetings of the Board shall be open to the public.

5.7.7 **Procedural Rules Governing Meetings.** The Board shall develop procedural rules for conducting regular and special meetings, provided that such rules will include the following: (a) the reading of the text of minutes, financial statements or proposed Resolutions into the record is not required; and (b) the Chairperson may make a motion and may vote on a motion. In the absence of a procedure rule, the Board will, to the extent practicable, follow the latest edition of *Robert's Rules of Order*.

5.7.8 **Location of Meetings.** All regular or special meetings shall be held within the Jeffcom Service Area.

5.8 **Officers.** The officers of Jeffcom will be a President, Vice-President, Secretary, Treasurer and such assistant officers as may be elected by the Board from time to time, to perform such duties and have such authority as may be approved by the Board. The President, Vice-President and Treasurer shall be Directors. The Secretary and other officers of Jeffcom may, but are not required to, be Directors. Notwithstanding the foregoing, if at any time there are only two Members of Jeffcom, there need only be a President and a Secretary/Treasurer; however, in such circumstance, both the President and the Secretary/Treasurer shall be Directors.

5.8.1 **Election and Term of Office.** The term of office for the President and the Treasurer will be three Fiscal Years. The term of office for the Vice-President, Secretary and any assistant officer will two Fiscal Years. At the first meeting of the Board following the Effective Date, and appointment of the initial Directors by the governing bodies of the Members, the Directors will, by Majority vote, elect the officers of the Board. In addition to the term of office established for his/her position, the initial officer of each position also will serve for the remainder of the Fiscal Year in which he/she was elected. Thereafter, at its last regular or special meeting during a Fiscal Year in which an officer's term is expiring, the Board, by Majority vote, will elect a new officer to that position. Vacancies occurring in any officer position may be filled by Majority vote at any regular or special meeting of the Board at the time the vacancy occurs.

5.8.2 **Removal.** Any officer elected by the Board may be removed by the Board, with or without cause, at any time by Majority vote at any regular or special meeting of the Board at which a quorum is present.

5.8.3 **Duties and Authority of Officers.**

(a) **President.** The President shall be a Director. Except as otherwise directed by the Board, the President will execute all legal instruments of Jeffcom and will represent the Board at any meeting, event, or other activity at which a Board representative is permitted, requested, or required to be in attendance. The President will perform such additional duties and have such additional

authority as directed by a Majority of the Board from time to time. The President will serve as the Chairperson and preside at all Board meetings.

- (b) **Vice-President.** The Vice-President shall be a Director. Except as otherwise directed by the Board, the Vice-President will perform the duties, and have the authority of, the President in the President's absence or inability or refusal to perform his/her duties. The Vice-President will perform such additional duties and have such additional authority as directed by a Majority of the Board from time to time so long as such duties are not inconsistent with the duties and authority of the President. The Vice-President will serve as the Chairperson at any Board meeting where the President is absent or is unable or refuses to serve as the Chairperson.
- (c) **Secretary.** The Secretary may, but is not required, to be a Director, unless there are only two Members. The Secretary will (i) maintain the official records of Jeffcom, including this Agreement, bylaws, policies, procedures and protocols established by the Board, minutes of Board meetings, and a register of the names and addresses of the Members, Directors, Alternate Directors and officers; and (ii) issue notice of meetings, and attest and affix the corporate seal to all legal instruments of Jeffcom. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes. If the person performing the duties of Secretary is not a Director, such person may receive such compensation as is deemed appropriate by the Board, but shall have no voting rights.
- (d) **Treasurer.** The Treasurer shall be a Director. The Treasurer will be responsible for the general oversight of all financial aspects of Jeffcom. The Treasurer will serve as the financial official of Jeffcom and, through the general oversight of the Executive Director, will be responsible for the general oversight of all financial aspects of Jeffcom. The Treasurer will serve as the Chairperson at any meeting where both the President and Vice-President are absent, or fail or refuse to serve as the Chairperson.

5.8.4 **Bonds of Officers, Employees and Agents.** The Treasurer and any other officer, employee or agent of Jeffcom charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board will determine. The Board, in its discretion, also may require any other officer, employee or agent of Jeffcom to give a bond in such amount and with such surety as will be determined. The cost of such bond will be an expense of Jeffcom.

5.9 **Governmental Immunity.** Every Director, officer, and employee of Jeffcom, while performing his/her duties and functions on behalf of Jeffcom, whether such duties and functions have been expressly assigned or are reasonably implied based on his/her expressly assigned duties and functions, will constitute a public employee for the purposes of the Colorado Governmental Immunity Act, including but not limited to C.R.S. § 24-10-110, as may be amended.

- 5.10 **Execution of Contracts.** Except as otherwise provided by law, the Board may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of Jeffcom.
- 5.11 **Assets Held In Trust.** All Assets of Jeffcom will be held in trust for the purposes stated in this Agreement, including payment of liabilities of Jeffcom.

## ARTICLE 6 - OPERATIONS

- 6.1 **Executive Director.** The Board shall hire an Executive Director, who will be responsible for all financial, administrative and operational aspects of Jeffcom under the Board's supervision. The Board will establish a job description for the Executive Director position, and will update it as the Board deems appropriate. Among his/her duties, the Executive Director will be directly responsible for developing, and upon Board approval, implementing administrative, fiscal, operational, personnel, records management, risk management, security, training, and other policies and procedures necessary to the efficient and effective operations of Jeffcom; inventory management; applying for and accepting grants with the approval of the Board coordinating cross-Member activity, including training, to the extent necessary; facilitating and coordinating committee and working group activities; preparing the Annual Budget; accounting for the financial operations of Jeffcom; hiring, managing and terminating employees; and the supervision of the day-to-day administration and operations of Jeffcom. The Executive Director will be the official custodian of Jeffcom records. The Executive Director will attend all Board meetings unless excused by the Chairperson. Nothing in this Agreement constitutes an irrevocable delegation of authority to the Executive Director. At any time the Board may take any action that otherwise could be taken by the Executive Director.
- 6.2 **Service Agreements with Service Users.** Upon the affirmative Majority vote of the Board, Jeffcom may enter into agreements or agreements ("***Service Agreement(s)***") with any Public Agency interested in receiving services from Jeffcom. Upon the affirmative Majority vote of the Board, Jeffcom also may enter into one or more Service Agreements with any Private Entity interested in receiving services from Jeffcom, so long as such agreement does not violate the terms of any public financing received by Jeffcom. Each Service Agreement will specify the services to be provided by Jeffcom and the terms under which such services are to be provided, and the terms and conditions upon which the Service Agreement may or shall be terminated.
- 6.3 **Public Records.** Jeffcom's records will be subject to, and limited by, the Colorado Public (Open) Records Act, including the Colorado Criminal Justice Records Act, as may be appropriate, contained in Article 72 of Title 24 of the Colorado Revised Statutes, as may be amended.
- 6.4 **Employment Cutover Date.** Until July 1, 2017 ("**Employment Cutover Date**") all employees provided to Jeffcom by a Member shall remain that Member's employees and shall not be employed by Jeffcom. Before the Employment Cutover Date, each Member shall be solely responsible for all costs of the employees it provides to Jeffcom, including

but not limited to compensation, health insurance, worker's compensation insurance, unemployment compensation insurance, benefits, and overhead. Further a Member shall remain solely responsible for the intentional or negligent acts or omissions of its employees until the Employment Cutover Date.

- 6.5 **Jeffcom Employee Benefits.** Jeffcom will be responsible for providing employee benefits, which include but are not limited to, paid time off (PTO), medical and dental insurance, vision care, pension, life insurance, short and long term disability, employee assistance services, tuition reimbursement, and any other benefits deemed appropriate.

## ARTICLE 7 - FISCAL ADMINISTRATION

- 7.1 **Fiscal Management.** Unless otherwise designated by the Board, all power to receive, hold, and, upon approval by the Board, disburse funds or money equivalents will be exercised by Jeffcom personnel under the direction and supervision of the Executive Director, and under controls and policies approved by the Board. Each month, the Executive Director shall provide the Board with a complete report of all revenue and expenditures, and reasonable information on the state of Jeffcom's finances.
- 7.2 **Initial Budget.** The initial budget for Jeffcom, which will take effect on the Effective Date and will continue through the end of the Fiscal Year in which it takes effect, is attached to this Agreement as *Exhibit B*. Each Member shall pay its share of the Initial Budget in the amounts and at the times specified in the Initial Contribution Schedule attached as *Exhibit C*.
- 7.3 **Annual Budget.** Jeffcom will be subject to the Local Government Budget Law of Colorado, Part 1 of Article 1, Title 29 of the Colorado Revised Statutes, as may be amended. The Annual Budget for Jeffcom will be adopted by a Majority of the Board. The provisions of Article 10.5 of Title 11, C.R.S., as may be amended, will apply to monies of Jeffcom. The components of the Annual Budget are:
- 7.3.1 **General Operating Fund.** Each fiscal year, the Board will determine the amount of revenue needed for the General Operating Fund. Each Member's Annual General Operating Fund Contribution shall be determined by the Equitable Sharing Cost Allocation Funding Formula described below.
- (a) Cost Allocation Worksheet. Each year, the Board will develop a Cost Allocation Worksheet that sets forth each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution for the next immediately following fiscal year. The Cost Allocation Worksheet will show with particularity (i) the basis upon which each Member's Annual General Operating Fund Contribution was determined and (ii) the basis upon which the Board established the Annual Capital Reserve Fund Contribution. The Cost Allocation Worksheet will be provided to every Director by July 1st of each year. The Board shall adopt the finalized Cost Allocation Worksheet as part of its adoption of the Annual Budget.

- (b) Equitable Sharing Cost Allocation Funding Formula. The Equitable Sharing Cost Allocation Funding Formula, as expressed in Exhibit C hereto, shall serve as the initial funding model for Jeffcom and is based on standardized staffing costs, taking into account the costs expended by each Member to provide its own emergency services communications and dispatching center, including costs for supplies, services, equipment, maintenance and reserve funding, as well as employee salaries, benefits and training (collectively, "*Member Operating Costs*").

7.3.2 **Capital Reserve Fund.** Each fiscal year, the Board will determine the total amount of revenue that must be deposited in the Capital Reserve Fund, taking into consideration the need to repair, replace, or purchase equipment, and updating or supplementing wireless communications, technology, network expansion, enhanced radio communications, and/or technical support as may become necessary in future years. The Annual Capital Reserve Fund Contribution of each Member shall be set forth in the Cost Allocation Worksheet and may vary depending upon the total amount of revenue that must be deposited in the Capital Reserve Fund each Fiscal Year.

- (a) During the first five (5) years of operations, the Annual Capital Reserve Fund Contribution of each member shall be scaled in order to reach a minimum operating balance of five hundred thousand dollars (\$500,000.00) by the beginning of the sixth (6<sup>th</sup>) year of operations of Jeffcom.
- (b) Beginning in the sixth (6<sup>th</sup>) year of Jeffcom operations, the Capital Reserve Fund shall carry a minimum balance of five hundred thousand dollars (\$500,000.00) and Annual Capital Reserve Fund Contributions from the Members shall be set to ensure that the Capital Reserve Fund retains this minimum balance.

7.3.3 **Service User(s) Costs.** Each year, the Board will set the rate a Service User will be charged for receiving contracted services from Jeffcom (the "*Service User Rate*") based upon the usage of the Service User in the prior year. The Service User Rate will be based on: (a) the Service User's usage of the service provided by Jeffcom, as determined by a cost-per-call formula; and, (b) any increase in cost of operating Jeffcom.

7.3.4 **Transitional Funding.** In the first (partial) Fiscal Year of Jeffcom, Members will contribute to Jeffcom the amount of funds remaining in each Member's budget allocated to cover Member Operating Costs. For the following full Fiscal Year and thereafter, the Board will adopt the Cost Allocation Worksheet incorporating the Equitable Sharing Cost Allocation Funding Formula.

7.4 **Payment of Contributions.** Each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution shall be paid in four (4) equal installments, on the first day of each quarter of the next immediately following

fiscal year (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) or on such other schedule as may be determined by the Board.

- 7.5 **Late Payments.** Any undisputed payment required under this Agreement that is not paid when due will accrue compound interest in the amount of one percent (1%) per month until paid.
- 7.6 **Annual Audit.** Jeffcom's revenues and expenditures shall be subject to an annual audit in accordance with Colorado state law, which will be performed by a certified public accountant.
- 7.7 **Non-Appropriation.** All direct and indirect financial obligations of a Member under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: (a) to directly or indirectly obligate a Member to make any payment in any fiscal year in excess of amounts appropriated by such Member 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 Member within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.
- 7.8 **General Financial Matters.**
- 7.8.1 **Negotiable Instruments.** All checks, drafts, or other orders for payment of money, and all notes, bonds, or other evidence of indebtedness, will be issued in the name of Jeffcom, and in such manner as, from time to time, will be determined by the Board.
- 7.8.2 **Financial Obligations and Debt Not That of Members.** All financial obligations of Jeffcom, and all bonds, notes, and other evidence of indebtedness of Jeffcom, will not be the debts, liabilities, or obligations of the Members, unless provided by written consent of the governing body of each of the Members in compliance with law.
- 7.8.3 **Financial Support.** Jeffcom may receive financial support from any source, including emergency telephone surcharge revenues, user fees, and public or private donations, gifts, or grants.
- 7.8.4 **Compliance with State Laws Related to Deposit and Investment of Jeffcom Funds.** Under the general oversight of the Treasurer, the Executive Director, will ensure all funds of Jeffcom placed in bank deposit accounts, including checking, savings, bank money-market, and certificate of deposit (CD) accounts, comply with the requirements of the Public Deposit Protection Act, Colorado Revised Statutes, §11-10.5-101, *et seq.*, as may be amended. The Board will establish the investment policies of Jeffcom funds, which policies will comply with the federal and state constitutional and statutory laws governing the investment of public funds, including but not limited Colorado Revised Statutes, § 24-75-601, *et seq.*, as may be amended. Under the general oversight of the Treasurer, the Executive

Director, will ensure all investments of Jeffcom funds comply with the investment policies established by the Board.

- 7.8.5 **Records Subject to Inspection.** All of Jeffcom's financial records will be available for inspection by any Member upon reasonable notice during normal business hours.

## ARTICLE 8 - COMMITTEES

- 8.1 **Operations Committees.** There are hereby established the "*Law Enforcement Operations Committees*" and the "*Fire and EMS Operations Committee*", which will have the following authority and responsibilities:

- 8.1.1 The Law Enforcement Operations Committee members will be comprised of a representative from each Member that provides law enforcement services and two representatives from the Service Users that provide law enforcement services;
- 8.1.2 The Fire and EMS Operations Committee each will be comprised of a representative from each Member that provides one or more Emergency Services other than law enforcement services and two representatives from the Service Users that provide one or more Emergency Services other than law enforcement services;
- 8.1.3 Each committee will meet at least quarterly;
- 8.1.4 Each committee will work with the Executive Director in the developing, review and recommending to the Board the policies, procedures and protocols for the efficient and effective operation of Jeffcom with respect to its area(s) of Emergency Services;
- 8.1.5 In coordination with the Executive Director, each committee will review on an as-needed basis the policies, procedures, protocols, and operations of Jeffcom related to its area of Emergency Services expertise. Each will report to the Board in writing any perceived performance deficiencies and any recommendations for improvement. Each may comment upon any proposed plans, policies, procedures, or protocols submitted by the Board to that committee for review;
- 8.1.6 Neither committee will oversee the day-to-day operations of Jeffcom, but rather will handle operational functions from a strategic level; and
- 8.1.7 Neither committee will have the authority to make final decisions on any matter brought before it.

- 8.2 **Advisory Committee.** There is hereby established the "*Advisory Committee*". The membership of the Advisory Committee will consist of two citizens from the area served by Jeffcom, a representative from the Jefferson County Communications Authority (or its successor), and a representative for each Member. A Member's representative to the

Advisory Committee cannot also be a Director. The Advisory Committee will address Jeffcom policy issues and make recommendations to the Board, including but not limited to:

- 8.2.1 Evaluating whether a governmental or non-governmental agency providing one or more Emergency Services may contract with Jeffcom as a Service User;
- 8.2.2 Evaluating the future growth and direction of Jeffcom;
- 8.2.3 Seek public input and incorporating such input as appropriate into its recommendations; and,
- 8.2.4 Commenting upon any proposed plans, policies, procedures, or protocols submitted by the Board to the committee for review.

## **ARTICLE 9 - MISCELLANEOUS**

- 9.1 **Notices.** Except for notice of a special or emergency meeting sent by United States mail, facsimile or electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Member at the address set forth on the signature page(s) attached hereto, unless a Member has provided another address to Jeffcom.
- 9.2 **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any third party benefits 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.
- 9.3 **Amendments.** This Agreement may be amended only by a written document approved by formal authority of the governing bodies of all of the Members at the time of the amendment; provided, however, that such amendment will not affect other obligations outstanding of Jeffcom unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.
- 9.4 **No Assignment.** This Agreement may not be assigned by any Party.
- 9.5 **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 of 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.
- 9.6 **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 Members, and their past and present directors,

officers, 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.

- 9.7 **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Jefferson County.
- 9.8 **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.
- 9.9 **Dispute Resolution.** Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Board for possible resolution. If the Board is unable to resolve the dispute or claim, or if one or more of the parties to the dispute or claim are not satisfied with the Board's proposed resolution, the dispute or claim shall be submitted to mediation. The parties to the dispute or claim shall share equally the cost of the mediation, provided that each party shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the parties are unable to resolve their dispute or claim through mediation, any party to the dispute or claim may bring a civil action in the District Court for Jefferson County. Each party waives its right to a jury trial. The Court shall make a determination as to the prevailing party and shall award the prevailing party its reasonable attorneys' fees, costs and the expenses for such civil action.
- 9.10 **Execution.** This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

IN WITNESS WHEREOF, the Members have caused to be executed this Intergovernmental Agreement Establishing the Jefferson County Communications Center Authority.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**ARVADA FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
PRESIDENT

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

Attest:

\_\_\_\_\_  
SECRETARY

**WEST METRO FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
PRESIDENT

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

Attest:

\_\_\_\_\_  
SECRETARY

**EVERGREEN FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
PRESIDENT

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

Attest:

\_\_\_\_\_  
SECRETARY

**CITY OF ARVADA**

By: \_\_\_\_\_  
MAYOR

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

Attest:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF GOLDEN**

By: \_\_\_\_\_  
MAYOR

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

Attest:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF WHEAT RIDGE**

By: \_\_\_\_\_  
MAYOR

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

Attest:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Adam Paul, Mayor

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

ATTEST:

\_\_\_\_\_  
Margy Greer, City Clerk

Approved as to form:

\_\_\_\_\_  
Gregory D. Graham, Deputy City Attorney

Recommended for approval:

\_\_\_\_\_  
Kevin Paletta, Chief of Police

**JEFFERSON COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
SHERIFF

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

Attest:

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

**EXHIBIT A**  
APPROVED SERVICE USERS

Golden Gate Fire Protection District  
Genesee Fire Protection District  
Pleasant View Fire Protection District  
Highland Rescue Team Ambulance District  
City of Edgewater  
Town of Morrison  
Town of Mountain View  
Town of Lakeside  
Foothills Fire Protection District  
North Fork Fire Protection District  
Elk Creek Fire Protection District  
Inter-Canyon Fire Protection District  
Indian Hills Fire Protection District  
Wheat Ridge Fire Protection District

**EXHIBIT B**  
**INITIAL BUDGET OF JEFFCOM**

Total Salary	8,532,000
Salary Operational	7,473,500
Salary Administrative	1,058,500
Total Benefits	3,071,520
Benefits Operational	2,690,460
Benefits Administrative	381,060
Overtime	400,000
Mileage Reimbursement	2,000
Cell Phone Stipend	4,800
Misc.	5,000
<b>Personnel Expense Total</b>	<b>12,015,320</b>
Payroll Expenses	12,000
Postage	500
Printing	3,000
Facility Rent	237,600
Custodial	40,000
Utilities	65,000
Insurance	60,000
Legal	70,000
Bank Fees	6,000
Webpage, etc.	300
Dues	5,000
Office Supplies	20,000
Small Office Equipment	1,500
Software Fees	18,800
Network	720
Admin Phone System	890
Misc.	-
<b>Administrative Expense Total</b>	<b>541,310</b>
Recruiting	10,000
Tuition	129,500
Travel	30,000
Pub Ed.	40,360
Misc.	-
<b>Training Expense Total</b>	<b>209,860</b>
Protocol Costs	54,000
Logging	645,000
Phone System Hardware	1,272,000
Headsets	16,000
CAD Maintenance	265,659
Radio Console Maintenance	130,431
<b>Operational Expense Total</b>	<b>2,383,090</b>
<b>Total Expense</b>	<b>15,149,580</b>
<b>Yearly Capital Fund Contribution</b>	<b>100,000</b>

**EXHIBIT C**  
**INITIAL CONTRIBUTION SCHEDULE**

***Cost Allocation Worksheet-Equitable Funding Formula***

While it was recognized that there is no perfect funding model the contribution formula that was decided upon was to have equal savings for all agencies involved. Without all agencies being able to demonstrate a cost savings it was recognized that while all agencies would save with this model, some would save less than they would have with other funding models. Those agencies recognized that for the greater good they would be willing to sacrifice some savings in order to ensure the successful merging of our agencies. It should be noted that even though some agencies receive less of a savings with this formula, without the consolidation of our centers, none of us will see any savings or an enhancement of services to our constituents. Per section 7.3.1 (a) of the Jeffcom IGA the following cost allocation worksheet is proposed.

<b>Agency Contributions</b>	<b>Contribution %</b>
Arvada Fire Protection District	6.4%
City of Arvada	13.7%
Evergreen Fire Protection District	4.9%
City of Golden	8.0%
Jefferson County Sheriffs Office	22.3%
City of Lakewood	25.3%
West Metro Fire Protection District	13.3%
City of Wheat Ridge	6.1%
<b>Total</b>	<b>100.0%</b>

**BRIEFING PAPER**X For Action      \_\_\_ For Information**ADOPTION OF THE 2016 ANNUAL FIRE OPERATING PLAN (AOP)****ISSUE:**

Jefferson County is required to adopt and sign the Annual Operating Plan by the beginning of May of each year to continue its participation in the Emergency Fire Fund. This Annual Fire Operating Plan (AOP) is to set forth standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildfire protection on all lands within Jefferson County. There are five agency signatories to the AOP. The Board of County Commissioners, Sheriff, Colorado Division of Fire Prevention and Control, US Forest Service, and the Fire Departments and Districts within the County (Chief Alan Fletcher signing of behalf of all Chiefs).

**BACKGROUND:**

Each year meetings are held with cooperators to the plan discussing any issues discovered during the previous year's responses, and proposed changes to the plan.

For 2016 the changes included the following:

1. Made clerical corrections throughout the document per review by the cooperating agencies and the Jefferson County Attorney's Office.
2. State wide mutual aid agreement is in process and not currently executed and is not captured in this AO. All existing Mutual aid agreements are still valid. Current MA agreement considered fully executed is 1993 version.
3. Updated all Appendices and Exhibits to show current information. (Including contact info).
4. Referenced Exhibit S throughout document for Special Management Consideration Areas for the voluntary cost share and reimbursement guidelines.
5. Clarification of County, State and Federal Roles and responsibilities on wildfires within the county. (Other language clarification per county attorney).

**DISCUSSION:**

Maintaining the County's participation in the Emergency Fire Fund is crucial to holding a fire "insurance policy". While funding is separate, the AOP is just one formal portion to maintaining that policy. The AOP is a great document outlining roles and responsibilities for all participants to a wildland fire incident within the County. Due to the Sheriff's statutory responsibilities regarding Wildland fire, as well as good government coordination, we ask the Board to support the adoption of the AOP.

**RECOMMENDATION:**

Accept and adopt the 2016 Annual Fire Operating Plan (AOP) for Jefferson County.

**BRIEFING CONTACTS:**

Interim FMO Aaron Betcher	x4953
Deputy Dir. Scott Eddy	x7206
Division Chief Dan Gard	x5662
Sheriff Jeff Shrader	x5305

# 2016 JEFFERSON COUNTY ANNUAL OPERATING PLAN

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# Contents

1.0 PREAMBLE .....	4
2.0 PURPOSE .....	4
3.0 AUTHORITIES.....	4
4.0 RECITALS .....	4
5.0 INTERAGENCY COOPERATION.....	6
5.1 Interagency Dispatch Centers .....	6
Interagency Resources .....	7
6.0 PREPAREDNESS .....	8
6.1 Protection Planning .....	8
6.2 Protection Areas and Boundaries .....	9
6.3 Methods of Fire Protection and Suppression.....	12
6.4 Reciprocal (Mutual Aid) Fire Assistance .....	17
6.5 Acquisition of Services.....	19
6.6 Joint Projects and Project Plans.....	23
6.7 Fire Prevention.....	25
6.8 Public Use Restrictions .....	27
6.9 Burning Permits.....	28
6.10 Prescribed Fire (Planned Ignitions) and Fuels Management .....	28
6.11 Smoke Management .....	29
7.0 OPERATIONS .....	29
7.1 Fire Notifications .....	29
7.2 Boundary Line Fires .....	29
7.3 Response to Wildland Fire .....	30
A.    Initial Attack Dispatch Levels.....	30
7.4 Special Management Considerations.....	30
7.5 Decision Process .....	31
7.6 Cooperation .....	32
7.7 Communication.....	32
A.    Interagency Sharing of Communications Systems and Frequencies .....	32
7.8 Cost efficiency.....	33
7.9 Delegation of Authority .....	34
7.10 Preservation of Evidence.....	34
8.0 STATE EMERGENCY FIRE FUND (EFF) .....	35
9.0 USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES .....	38
9.1 Cost Share Agreement (Cost Share Methodologies).....	38
9.2 Training.....	38

9.3 Communication Systems.....	39
Jefferson County Communications systems are complex. (Refer toSection 7.7 of this AOP, and Exhibits H & I).....	39
9.4 Fire Weather Systems.....	39
9.5 Aviation Operations.....	41
9.6 Billing Procedures.....	48
9.7 Cost Recovery.....	56
10.0 GENERAL PROVISIONS.....	56
10.1 Personnel Policy.....	57
10.2 Modification.....	57
10.3 Annual Review.....	57
10.4 Duration of Agreement.....	58
10.5 Previous Agreements Superseded.....	58
11.0 SIGNATURES.....	59
JEFFERSON COUNTY SIGNATURES.....	59
COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE.....	59
FEDERAL LAND MANAGEMENT AGENCY SIGNATURES.....	60

## 1.0 PREAMBLE

The Annual Operating Plan (AOP) is a working document compiled each year by wildfire Agencies participating in the AOP, and shall be attached to and considered a part of the Agreement for Cooperative Wildfire Protection between Jefferson County and the State of Colorado

## 2.0 PURPOSE

This AOP is to set forth standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildfire protection on all lands within Jefferson County.

## 3.0 AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number **BLM-MOU-CO-538**
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number **F1249110016**
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number **11-FI-11020000-017**
- **JEFFERSON** County, MEMORANDUM OF UNDERSTANDING For Participation in the Colorado Emergency Fire Fund
- Agreement for Cooperative Wildfire Protection in JEFFERSON County

## 4.0 RECITALS

There is a list of Common Terminology found in this plan included as Exhibit L.

### A. Fire Protection Responsibilities

Each jurisdictional Agency, including the Federal government, has ultimate responsibility for wildland fire protection on its own lands. Fire protection zones within the county have been established as shown on the attached map (Exhibit A-1 and Exhibit T-2).

These zones are normally for initial attack purposes only, but an assisting Agency or fire department may, at times, take initial attack action on wildfires located on lands under another's

jurisdiction. The primary criterion for this type of initial attack is that **the Agency which is in the best position at the time the wildfire is reported will take the most rapid and effective action to respond.** The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives.

As mutually agreed between them, the County and fire protection districts are responsible to suppress wildfires on all private and State lands. The County's responsibilities are limited to those set forth in Sections 30-10-513, 30-10-513.5, and 29-22.5-101 through -104, C.R.S. Private land will be considered to mean all non-governmental owned lands. Within Jefferson County, both State Land Board-owned and State Agency-owned lands exist. State Land Board-owned properties exist in the vicinity of Bergen Peak, near Evergreen Mountain, at Blue Mountain in Coal Creek, west of Conifer, east of Critchell, along the hogback, and several areas southeast of Pine Junction. State Agency-owned lands include: Eldorado Canyon State Park; Golden Gate Canyon State Park; Staunton State Park; Chatfield State Park; and Ralston Creek State Wildlife Area. These lands are shown more specifically on the included map (Exhibit A).

Responses to wildfires located in "No-Man's Lands" (not within a fire protection district boundaries) will be made consistent with the Jefferson County "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed by participant fire departments in 1993 (Attachment 5); or any successor agreements as signed by the parties. Specific response areas will be detailed on included map (Exhibit T).

DFPC personnel will respond as needed and available to wildfires on State lands when called by Jefferson County. This activity is to offset suppression costs incurred by the County on State Land. Such response will be at no cost to the County, except as provided for by other agreements. DFPC personnel will respond as available to these requests to provide overhead (management) and Unified Command support functions. The State and County acknowledge they may be required to enter into intergovernmental agreements with certain state agencies that own lands within the County by January 1, 2017.

#### B. Mutual Aid

1. MUTUAL AID AGREEMENT: Pursuant to 29-22.5-102 (5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment. (Attachment 5)

2. MUTUAL AID PERIOD: The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party (Attachment 5). **Initial attack activities are subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies, and unless otherwise covered under Wildfire Emergency Response Fund (WERF) and/or Colorado Firefighting Air Corps (CFAC). DFPC must be notified of WERF / CFAC activation.**

3. OBLIGATION UNDER MUTUAL AID: It is understood that no supporting Agency or Fire Protection District will be required to assist, or expected to commit resources to a jurisdictional Agency, if such assistance or resources may jeopardize the security of lands under protection of the supporting Agency or Fire Protection District.

C. Mutual Aid Move-up and Cover Facilities

Move-up and cover facilities have not been predetermined; however, the mechanism is in place for fire protection districts, municipal departments and volunteer fire departments to cover each other through the Jefferson County "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed by participant fire departments in 1993 (Attachment 5); or any successor agreements as signed by the parties.

D. Responsibility for Non-Wildland Fire Emergencies

Non-wildland fire emergencies are the responsibility of the jurisdictional Agency, whether this be fire protection district, municipality, county, state or federal.

E. Repair of Wildfire Suppression Damage

Repair of wildfire suppression damage is the responsibility of the jurisdictional Agency, unless otherwise agreed to by the unified command at the time of fire close out.

NOTE: The State Emergency Fire Fund (EFF) is not a rehabilitation fund. Fire rehabilitation may be authorized by the DFPC Agency Administrator only when part of the Incident Action Plan during the EFF period.

## 5.0 INTERAGENCY COOPERATION

### 5.1 Interagency Dispatch Centers

Pueblo Interagency Dispatch Center (referred to as PIDC or Pueblo Interagency Dispatch Center in this plan), (719)-553-1600. Primary for Jefferson County south of Coal Creek Canyon Fire Protection District

Fort Collins Interagency Dispatch Center (hereafter referred to as FTC or Fort Collins Interagency Dispatch Center in this plan), (970) 295-6800, covering Jefferson County portion of Coal Creek Canyon Fire Protection District through Boulder County Dispatch and aviation resources dispatched out of the Rocky Mountain Metropolitan Airport.

The Pueblo Interagency Dispatch Center (PIDC) will be the point of contact for all Jefferson County dispatch centers for notification of fires threatening or involving federal (USDA Forest Service, USDI Bureau of Land Management, or USFWS) lands. [Note: for initial attack in the Arapaho National Forest use PIDC; for extended attack use the Fort Collins Dispatch Center (FTC).] In addition, the Jefferson County Sheriff's Office dispatch center is the contact point if DFPC assistance is requested for threatening fires on state and private property, and Special

Management Consideration Areas. The initial attack Incident Commander should advise the local dispatcher as to which Agency is to be notified.

Requests or orders for local resources that originate from outside Jefferson County will be routed through the Jefferson County Sheriff's Office, as covered by the procedures within the dispatching, notification and resource order process in this AOP.

Pueblo Interagency Dispatch Center may be contacted at the following telephone numbers:

Business: (719)-553-1600

Fort Collins Interagency Dispatch Center may be contacted at the following telephone numbers:

Business: (970)-295-6800

Jefferson County Sheriff's Office Dispatch may be contacted at the following telephone numbers:

Business: (303) 271-5511

Emergency: 911

### **Interagency Resources**

Fire fighting resources in Jefferson County are numerous and subject to frequent change.

Federal Agency Resources (excluding Colorado National Guard) - Pueblo Interagency Dispatch Center, (719)-553-1600.

Jefferson County Resources (with the exception of those listed below) –

Jefferson County Sheriff's Office Dispatch 303-271-5511

Director of Emergency Management Clint Fey 303-271-4901(o); 720-641-5696 (c)

Deputy Director of Emergency Management Rick Newman 303-271-4903 (o); 720-437-0509 (c)

Fire Management Officer VACANT 303-271-4902 (o); 303-xxx-xxxx(c)

Evergreen Fire Resources - (may also be contacted through Jefferson County Sheriff's Office Dispatch) Dispatch Office: 303-674-2323; Emergency: 303-674-3411

West Metro Fire Resources - West Metro Dispatch (303) 969-0245.

DFPC Fire Resources - State of Colorado Emergency Operations Line (303) 279-8855 North Central Region Fire Management Officer: Office 303-279-8855; xxx-xxx-xxxx(c)

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## **6.0 PREPAREDNESS**

### **6.1 Protection Planning**

#### **A. PRESUPPRESSION ANALYSIS PLANS**

Pre-attack plans are being developed on a case-by-case basis for individual areas within Jefferson County. The DFPC, JCSO and local fire departments work cooperatively to prepare and update these plans as appropriate. These plans may be on file with the fire departments, JCSO, DFPC, and local homeowner associations.

#### **B. PREVENTION PLANS**

Jefferson County Emergency Management convenes a Flood and Fire working group on an as needed basis throughout the wildfire season. This working group has representatives from: USFS, DFPC, National Weather Service; Jefferson County - Sheriff's Office, Emergency Management, Road & Bridge; Open Space, and Public Information. The working group evaluates current fire danger and occurrence; develops recommendations for fire restrictions for the JCSO; and coordinates public education and fire prevention planning for all the participating Agencies.

#### **C. PRESCRIBED FIRE PLANS**

The USFS, BLM, USFWS, DFPC and all other land management Agencies and fire departments agree to cooperate in the development and implementation of prescribed burning programs and projects. Agencies and fire departments conducting prescribed fire activities will report their prescribed fire activities to the Sheriff's Office Dispatch, Pueblo Interagency Dispatch Center (PIDC) at 719-553-1600, the fire protection district within which the fire is occurring, and to each other. In addition, the County Public Health Air Quality Control section will maintain a record of all controlled burning permits occurring on private lands. Each Agency or department will be responsible for obtaining any burn permit necessary at the county, state, or federal levels for their individual burns. Fire departments and DFPC shall inform one another if they will be conducting prescribed burn activities.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn plan. Burn plans will be prepared according to Colorado State Prescribed Fire Planning and Implementation Policy Guide (Exhibit K), or a cooperating Agency's equivalent format. A copy of the burn plan shall be delivered to the Sheriff's Office Fire Management Officer and any affected fire district at least 24 hours prior to the prescribed fire for moderate and high complexity prescribed fire. Additionally, except for Federal jurisdiction prescribed fires, the prescribed fire "go no go checklist" shall be signed off by a representative of the affected fire jurisdiction, or the Sheriff for "no-man's land" areas, prior to initiating the moderate or high complexity prescribed fire.

Wildfires resulting from escaped prescribed fires ignited by a party to this Agreement on lands that it manages shall be the sole responsibility of that party even if the wildfires impact lands of

other jurisdictions or no-mans land. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein, for costs incurred in suppression of such fires.

A party may take appropriate suppression action when lands under its protection are involved in or threatened by the escaped fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the fire.

D. Inspection Schedules for Fire Equipment

All DFPC State Agreement engines placed with local cooperators will be inspected annually by the DFPC to ensure maintenance, proper use, and road worthiness. The jurisdictional Agencies will be responsible for inspection of VFD, FPD, municipal department and county engines prior to, or during, their use on wildland incidents on their lands.

All DFPC and cooperator engines subject to interagency fire use must pass a pre-use inspection, both engine and equipment, to ensure use and road worthiness. Engines that do not pass a pre-use inspection may be sent back to the home unit at that Agency's expense.

## 6.2 Protection Areas and Boundaries

A. Jurisdictional Agency, Protection Unit, County boundary, Area of Responsibility and Other Plan Needs.

The Arapaho-Roosevelt and Pike National Forest maps (EXHIBIT B), and the Jefferson County Fire District Map (EXHIBIT A-1) are used to show jurisdictional boundaries for the purpose of this plan. Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the fire protection district on all state and private lands within Jefferson County. Federal Agencies are ultimately responsible for fire control on their lands within Jefferson County. When wildfires exceed the capabilities of the County, the Sheriff shall seek the assistance of the State by requesting assistance from the Division of Fire Prevention and Control, or may seek federal resources by following the procedures set forth in this AOP.

1. USDA FOREST SERVICE LANDS

The USFS must be notified as soon as practical of all fires on or threatening National Forest lands.

a. Pike National Forest

Within Jefferson County, the Pike and San Isabel National Forests, will perform initial attack on all fires clearly within or threatening Pike National Forest lands. To dispatch initial attack resources, contact **Pueblo Interagency Dispatch Center at 1-719-553-1600**.

b. Arapaho National Forest

Within Jefferson County, the Pike and San Isabel National Forests, will perform initial attack on all fires clearly within or threatening Arapaho National Forest Lands. These lands are limited and occur in the Maxwell Creek, Brook Forest, and Sprucedale areas southwest of Evergreen.

To dispatch initial attack resources, contact **PIDC at 1-719-553-1600 and State Emergency Operations Line at (303) 279-8855**.

Command for all fires **beyond initial attack** will be returned to the Clear Creek Ranger District and resource orders placed through Fort Collins Dispatch Center (FTC) at (970) 295-6800.

c. Roosevelt National Forest

Within Jefferson County, the Boulder Ranger District, will perform initial attack on all fires clearly within or threatening Roosevelt National Forest Lands. This land ownership is limited to a single area located within Section 12, R70 West, Township 1 South. To dispatch initial attack resources, contact Fort Collins Dispatch Center (FTC) at (970) 295-6800.

2. USDI BUREAU OF LAND MANAGEMENT LANDS

When a wildfire occurs on **Bureau of Land Management (BLM)** lands the USFS, Fire Protection District, or Volunteer Fire Department closest to the BLM lands will be dispatched by the Sheriff's Office to attack the fire. If non-USFS resources are dispatched, the DFPC Regional Fire Management Officer or designee should be notified via the State Emergency Operations Line (303) 279-8855, and DFPC may help coordinate record keeping, billings, and reimbursements. DFPC or USFS will notify the BLM, Canon City District, who will, at their option, send a representative to the fire.

BLM lands in Jefferson County are limited and are shown in Exhibit A, but more specifically include:

**BLM lands covered by Pike National Forest:**

**T3S R71W S1/2 S1/2 SECTION 33 (LEASED BY JCOS\*)**

**T3S R71W S1/2 SE1/4 SECTION 34 (LEASED BY JCOS\*)**

**T7S R71W S1/2 SW1/4 SECTION 2**

\*The BLM retains financial responsibility for wildfire suppression on lands leased by Jefferson County Open Space.

3. USDI – U. S. FISH & WILDIFE SERVICE LANDS

When a wildfire occurs on U.S. Fish & Wildlife Service (USFWS) lands the Fire Protection District closest to the USFWS lands will be dispatched by the Sheriff's Office to attack the fire. These suppression efforts may be covered by pre-determined agreements between USFWS and the responsible Fire Protection District.

USFWS lands in Jefferson County are limited as of 2016 and are shown in Exhibit A, but more specifically include:

**Two Ponds National Wildlife Refuge**

**\* Arvada, Colorado**

**Rocky Flats National Wildlife Refuge (except interior lands managed by US Department of Energy)**

**\* Arvada, Colorado**

**B. Fire Protection Facilities by Agency and Location**

The locations of Fire Protection facilities are shown in EXHIBIT C.

**C. Direct Protection Areas**

Not Applicable in Jefferson County.

**D. Mutual Aid Dispatch Areas**

Mutual Aid Dispatch will occur as requested by the responding Agencies as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed in 1993 (Attachment 5) or any successor agreements as signed by the parties; or the Denver Metro (Fire Department) Mutual Aid Agreement (Attachment 6).

**1. National Forest Wilderness Areas – Management Strategies**

Wildland fires within the Mt. Evans Wilderness Area and Lost Creek Wilderness Area on the Pike-San Isabel National Forest will be evaluated and could be managed for multiple objectives. Fires within these Wilderness Areas may use a broad spectrum of tactical responses which range from aggressive suppression to monitoring, commensurate with current and predicted risk, values to be protected, and land management objectives. Conditions under which this management strategy is used are well defined and tightly constrained. The decision whether to employ any fire management strategy in these areas will be made by the Pike-San Isabel National Forest.

Suppression actions within the Mt. Evans Wilderness Area and Lost Creek Wilderness Area on the Pike-San Isabel National Forest will not be conducted without direct authorization from the jurisdictional federal official.

**E. Date Effective**

Fire district boundaries and station locations shown in Exhibits A-1 and C are current as of 2016. Land ownerships shown in Exhibit A are current as of 2016. Jefferson County's Information Technology division will update these maps, as requested by the Sheriff's Office or Emergency Management, for inclusion in this AOP. The USDA Forest Service will annually provide copies of the most current National Forest maps and land ownership patterns for inclusion in this AOP.

### **6.3 Methods of Fire Protection and Suppression**

#### **A. Incident Command System Use**

**The Incident Command System (ICS) will be utilized on all fires.** ICS is a standardized method of managing emergency incidents. It manages small, routine daily incidents as well as large, complex, multi-jurisdictional disasters. It is based upon:

- **A common organizational structure**
- **Common terminology**
- **Common operating procedures**
- **Known qualifications of emergency personnel**

Because ICS reduces confusion and uncertainty in the early phases of an incident, it increases the efficiency and effectiveness of fire protection and suppression actions.

With ICS, transition from a routine incident to a major emergency is orderly and requires a minimum of adjustment for any Agency. In its largest application, it may include several thousand people without compromising effective supervision. ICS does not infringe on the routine, daily responsibilities or authority given each Agency by statute. But, if a transfer of authority is necessary as conditions change, ICS eases the transition since organizational structure and lines of authority are clearly identified. Because the potential always exists that a fire may escape initial attack and grow to the point that a local, state, or interagency management team may be needed, Jefferson County plans to use ICS to ease the transfer of authority and control of the incident. A full ICS incident organizational chart is shown at the end of this section.

Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of a Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state and private lands within Jefferson County. The Jefferson County Sheriff shall designate a Local Incident Management Team on all wildfires that exceed the capabilities of a Fire Protection District. When wildfires exceed the capabilities of the County, the County Sheriff shall seek the assistance of the State by requesting assistance from the Division of Fire Prevention and Control.

Incident Command System positions on large or complex incidents may be filled with resources from outside Jefferson County. Incident Management Teams (IMTs) may be ordered to manage an incident, according to the incident complexity and needs, and is more fully described

below. All Jefferson County or cooperator requests for IMTs should start through the Jefferson County Sheriff's Office Dispatch Center.

1. UNIFIED COMMAND

The cooperating Agencies for this AOP will utilize a Unified Command structure, pursuant to 29-22.5-102(8) the incident commanders representing Agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing Agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual Agency authority, responsibility, or accountability.

2. INCIDENT MANAGEMENT CHARACTERISTICS

a. Type 5 & 4 /Initial Attack

All Agencies can designate a Type 5 & 4 /Initial Attack ad hoc ICS organization managed by Type 5 or Type 4 Incident Commanders, primarily made up from various local Agencies personnel who are available to respond at the request of the jurisdictional Agency. A Type 5 / 4 complexity incident will establish ICS organization and will manage the wildfire under the direction of the jurisdictional Agency. ICS command and general staff positions are not activated. Resources vary from two firefighters to multiple resource task forces or strike teams. Type 5 incident is generally contained within the first burning period and often within a few hours after resources arrive on scene. Type 4 incident is usually limited to one operational period. However, incidents may extend into multiple operational periods. Written Incident Action Plan (IAP) is not required. Type 4 incident will complete and document an operational briefing for all incoming resources. A Type 5 & 4 organization will manage an incident during the initial stages of response, through completion of the incident, or to serve as a transition organization on larger incidents before a Type 1, Type 2, or Type 3 Incident Management Team (IMT) can assume the management duties, which requires decision support documentation.

b. Type 3 Incident

Ad hoc or pre-established Type 3 organization managed by a Type 3 Incident Commander. The IC develops the organizational structure necessary to manage the incident. Some or all of ICS functional areas are activated, usually at the Division/Group Supervisor and/or unit leader level. The incident complexity analysis process is formalized and certified daily with the jurisdictional Agency. It is the IC's responsibility to continually reassess the complexity level of the incident. When the assessment of complexity indicates a higher complexity level, the IC must ensure that suppression operations remain within the scope and capability of the existing organization and that span of control is consistent with established ICS standards. Local and non-local resources used. Resources vary from several resources to several task forces/strike teams. May be divided into divisions. May require staging areas and incident base. May involve low complexity aviation operations. May involve multiple operational periods prior to control, which may require a written Incident Action Plan (IAP). Documented operational briefings will occur for all incoming resources and before each operational period. ICT3s will not serve concurrently as a single resource boss or have any non-incident related responsibilities. May require a written

Delegation of Authority. When ICT3s are required to manage an incident, they must not have concurrent responsibilities that are not associated with the incident and they must not concurrently perform single resource boss duties. In 2014, NWCG established the following Type 3 General Staff qualifications in the PMS 310-1: OPS3, LSC3, PSC3, FSC3. The establishment of these positions does not preclude the use of the minimum qualification standards described in the table below. The following table lists minimum qualification requirements for functional responsibilities to manage a Type 3 incident. Activation of these functions is at the discretion of the Incident Commander.

Type 3 Functional Responsibility = Minimum Qualification Standards.

Incident Command = Incident Commander Type 3 (ICT3).

Safety = Line Safety Officer (SOFR)

Operations = Task Force Leader (TFLD)

Division = Single Resource Boss- Operational qualification must be commensurate with resources assigned (i.e. more than one resource assigned requires a higher level of qualification).

Plans = Local entities can establish level of skill to perform function.

Logistics = Local entities can establish level of skill to perform function.

Information = Local entities can establish level of skill to perform function.

Finance = Local entities can establish level of skill to perform function.

c. Jefferson County Incident Management Team

The Jefferson County Sheriff has established an Incident Management Team (IMT) which is made up of command and general staff from various local Agencies who are available to respond at the request of any Jefferson County cooperators. This IMT can assist the host Agency, through Assumption of Fire Control authorities being transferred and Delegations of Authority issued by the Sheriff. The Jefferson County IMT is available to handle the coordination of Type 3 complexity incidents, or to serve as a transition team on larger incidents before a Type 1 or Type 2 IMT can assume the management duties. The Jefferson County IMT will be activated if one or more of the following conditions are met: if a local Fire Department needs assistance of a qualified overhead management team; conditions exist where management of the fire is beyond the capability of local resources; or trigger points have been met which activate an overhead management team. The Jefferson County IMT can be requested through the Jefferson County Sheriff's Dispatch Center.

d. Local Type 3 Incident Management Teams

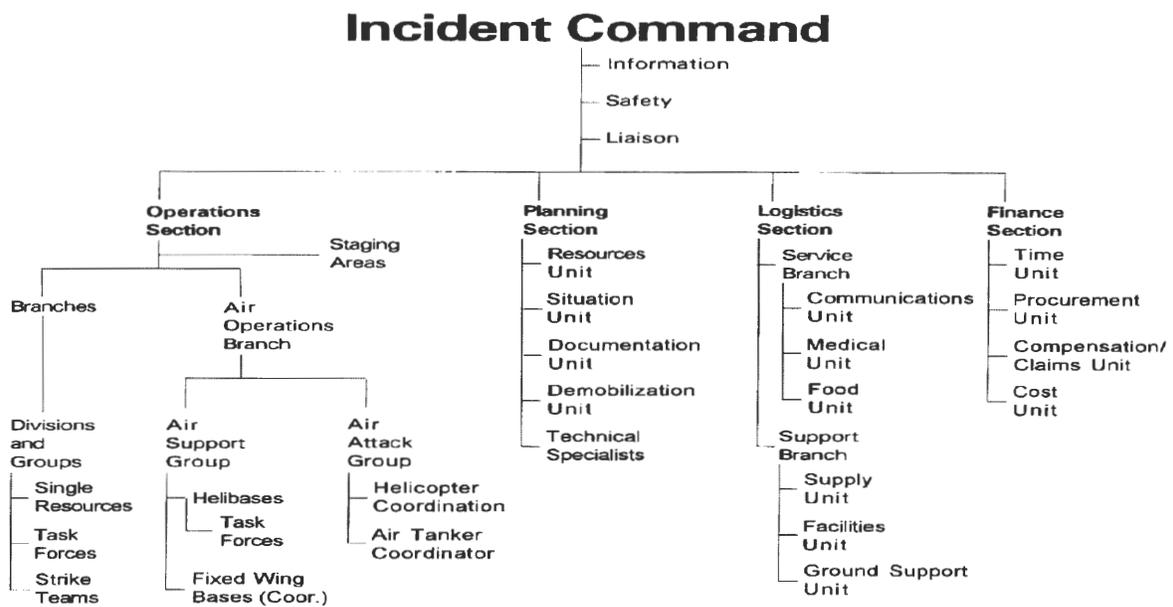
A qualified NWCG Type 3 (local, extended attack) IMT is organized and dispatched for the Southern Front Range through Pueblo Interagency Dispatch Center (PIDC). This center is staffed by NWCG qualified personnel at the Type 3 level from federal, state, and county Agencies in the PIDC zone. This IMT is available to assist all jurisdictional Agencies within the PIDC zone, and is available to staff an incident for up to 7 days. The Type 3 IMT can be used

to handle the coordination of Type 3 complexity incidents, or to serve as an interim team on larger incidents before a Type 1 or Type 2 IMT can assume management duties.

e. Type 1 and Type 2 Incident Management Teams (IMT)

For incidents that exceed the capability of Type 5,4, or 3 levels, the Rocky Mountain Coordinating Group maintains one Type 1 (National) IMT and three Type 2 (Regional) IMTs through the Rocky Mountain Area Coordination Center (RMACC). If the Type 1 and Type 2 IMTs are not available within the area, then requests will be filled through the National Interagency Coordination Center (NICC). All Jefferson County requests for Type 1 or Type 2 IMTs must be placed through PIDC.

3. ICS INCIDENT ORGANIZATIONAL CHART



**Incident Command System**

4. NWCG FIRE TYPES

In Colorado, NWCG fire type numbers are used to describe the degree of mobilization occurring in response to fire situations. Dispatchers and/or on-scene commanders are responsible to announce various types as the incident complexity changes.

Fire types are a numerical classification system of ranging from 1 to 5, used to quickly describe an incident and predetermine necessary dispatch and support actions. Size and complexity of each incident determines its type. The principal jurisdictional Agency has responsibility for identifying each incident's type. Incident Commanders will ensure that types are communicated to the jurisdictional Dispatch Center, and to assisting and cooperating Agencies en route to the incident.

**Fire types accomplish the following goals:**

- describe suppression activities so needed support can be activated;
- guide central dispatchers to take action or make choices outlined for each type;
- identify key changes in a situation

## 5. JEFFERSON COUNTY FIRE TYPES AND RESPONSE PLANS

These fire response plans apply to wildfires that are the jurisdiction of the local fire protection districts or being coordinated by the Jefferson County Sheriff's Office. Fire responses on Federal lands will be designated by the applicable Federal jurisdictional Agency, and directed by that Agency's representatives.

No type: Routine fire operations within city or town boundaries, or a routine structural response within a rural fire protection district. The preplanned fire Agency response is adequate; there is no significant impact on local resources, and no back-up alerting of State or Federal resources is required.

Type 5: Routine wildland emergency response. No significant impact on local resources. No alerting of back-up elements is necessary. Normally involves only one Agency but may require minimum cooperation or support from another response Agency. The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives. The IC should establish a command post so communications and coordination between the IC, and assisting or cooperating Agencies, can be established. Requirements for additional resources are channeled through the IC. **The Emergency Operations Center (EOC) is not activated, nor is the Jefferson County Incident Management Team (Jefferson County IMT) notified.**

Type 4: Routine wildland emergency which exceeds the capacities of on-scene personnel and equipment, involves multiple response Agencies, and requires mutual aid support and preliminary alerting of County and State resources. The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives. The ICS is implemented and the IC will establish an Incident Command Post (ICP). Notification of the fire will be made to Emergency Management of the Jefferson County Sheriff's Office. **A decision will be made by the IC whether or not to activate the EOC.** Requirements for additional resources are channeled through the IC, to the EOC, if it is opened, or to each individual Agency. **The Jefferson County IMT will be notified of its potential need. DFPC Regional FMO or designee notified of potential need via the State Emergency Operations Line (303) 279-8855.**

Type 3: Magnitude of the incident exceeds the capabilities of routinely available mutual aid and requires **mobilization of county resources.** The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives. **ICP is opened and unified command is established.**

If the jurisdictional Agency requests the County and the Sheriff to assume the operational and financial responsibility for coordinating the wildfire, the Jefferson County Sheriff or designee will complete a local incident complexity analysis, and will coordinate with the Initial Attack Incident Commander as to the authorities being transferred and maintained between the Sheriff and the Agency having Jurisdiction. Sheriff or designee shall appoint a local IMT to provide the command and control infrastructure necessary to manage a County Responsibility Fire. Anytime a Type 3 team is activated in Jefferson County, the Jefferson County EOC will be opened in support of the team. DFPC Regional FMO is notified via the State Emergency Operations Line (303)279-8855.

Type 2/1: **Situation exceeds available county resources** and requires substantial mobilization of out-of-county, State and/or Federal resources. **The Sheriff shall seek the assistance of the State by requesting assistance from the Division of Fire Prevention and Control. ICP and EOC open. ICS is fully implemented. Jefferson County IMT is operational as stated above, with possible transition to a State or Interagency IMT. DFPC is Regional FMO is request to respond to provide State assistance via the State Emergency Operations Line (303) 279-8855.**

B. Detection

Aerial detection flights should be coordinated by PIDC and DFPC (**Exhibit F**). All Agencies will cooperate in taking smoke reports from any source and obtaining as much information as possible from the reporting party and passing it along to the appropriate jurisdictional Agency.

#### 6.4 Reciprocal (Mutual Aid) Fire Assistance

A. Mutual Aid Dispatch Areas

Fire protection districts exist within Jefferson County as shown in (**Exhibit A**). There is also a Federal Response Zone, which is based upon the designated federal boundary lines within (**Exhibit A**). These areas are normally considered in determining jurisdictional and operational responsibility for all emergency responses - however, an assisting Agency may, at times, take initial attack action on fires located on lands under another Agency's jurisdiction. **The primary criterion for this type of initial attack is that the Agency which is in the best position at the time the fire is reported should take the most rapid and effective action.** The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives.

It shall be the responsibility of the jurisdictional Agency to acquire and dispatch any needed replacements to relieve initial attack crews of assisting Agencies at the earliest practical time after their arrival on the fire.

Once assisting and jurisdictional resources have a fire controlled, it shall be mutually agreed as to what additional mop-up and patrol is necessary, and when assisting Agencies will leave the fire.

## 1. FEDERAL RESPONSE ZONE

Within the western portion of Jefferson County, there are areas of intermingled USFS, BLM, and private lands. Within this area of intermingled lands, plus any private, local government, or state lands within **one mile** of the accepted USFS or BLM land boundaries, the responding Agency will inform the appropriate jurisdictional Agency of reported fires. A representative of that Agency will respond to fires threatening their lands, or as requested by the initial attack Agency. This zone will be called the **Federal Response Zone**.

Unless it is clearly and mutually understood that one Agency will promptly attack and follow through on all necessary actions within a specific area, it shall be agreed that all attack Agencies shall send forces promptly to start suppression action on all fires within the **Federal Response Zone**. It shall be the responsibility of the Agency making the initial attack to notify other Agencies if their lands are involved or threatened. Neither Federal nor non-Federal jurisdictional Agencies will send air resources into the others jurisdiction unless the jurisdictional Agency approves first. Each jurisdictional Agency will notify the other(s) of any air resources ordered for an incident, on their own jurisdictional lands, within **1 miles** of Federal land boundaries within Jefferson County.

For fires within the **Federal Response Zone**, each Agency will assume responsibility for its own expenses during the Mutual Aid Period, **unless other payment arrangements are agreed upon by the involved Agencies for a particular fire. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies.** If, after being notified, the jurisdictional Agency is unable to respond to the fire, then the assisting Agency may request reimbursement for **all** costs incurred for suppressing the fire beginning with Initial Attack..

Each Agency may make its manpower and equipment available upon request to other Agencies for fires **not** meeting the **Federal Response Zone** fire protection criteria. For such fires, the jurisdictional Agency may reimburse the assisting Agency for costs, subject to all agreements concerning mutual aid or other applicable standards. It is understood however, that no Agency will be required or expected to commit its forces to assisting another Agency to the extent of jeopardizing the security of its own lands.

## 2. BOUNDARY FIRES

A fire burning on or adjacent to a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives.

Fires occurring in areas where structures are located near and in areas of multiple jurisdictions can cause significant safety as well as financial concerns. The Agencies agree that public and firefighter safety are the first priority. The Agencies agree to coordinate suppression management through the use of a *Unified Command* ICS organization or with *Delegations of*

*Authority* from all jurisdictions to an agreed Incident Commander. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of Agency suppression resources. When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the Mutual Aid Period, a cost share agreement shall be prepared and approved by the appropriate Agency Administrators or their designees.

## **6.5 Acquisition of Services**

### **A. Local Mobilization Guide**

Jefferson County Emergency Management (through its Emergency Operations Plan or County Mobilization Guide) can assist in obtaining resources and services needed to support an incident. Emergency Management should be contacted for aid in obtaining a variety of emergency resources. The contact number is 303-271-4910 (Emergency Operations Center), or through the Jefferson County Sheriff's Office Dispatch (303-271-0211) or direct (303-271-5511).

The Jefferson County Emergency Operations Center (EOC) will coordinate local and non-local resource ordering for support of wildland fire operations on private and state lands in Jefferson County. The EOC may work directly with adjacent counties' EOCs, or the Colorado Division of Emergency Management (DEM), to obtain mutual aid wildland fire resources during the initial attack and extended attack phases of such wildfires. Once a wildfire exceeds the Mutual Aid Period, the EOC should work with DEM and PIDC to ensure that all wildland fire resources on the incident are tracked in the Resource Ordering Status System (ROSS). The EOC will work directly with adjacent counties' EOCs, and the Colorado Division of Emergency Management (DEM), to obtain non-wildland fire resources for support of these wildfires.

PIDC maintains a Mobilization Guide for use within their dispatch zone. This document is posted on the PIDC website ( [http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2pbc/index.html](http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/index.html) ). The PIDC Mobilization Guide is intended to facilitate interagency dispatch coordination ensuring the timeliest and cost effective incident support.

### **B. Dispatching and Resource Order Process**

All requests for and dispatches of resources should utilize both local and interagency mobilization guides.

All available mutual aid resources (specific equipment or personnel; organized Strike Teams and Task Forces; Jefferson County IMT; etc) will be utilized, **prior to ordering resources from outside Jefferson County.**

County requests for Federal fire forces **other than local federal Agency resources** *responding as part of their normal duties or responding to wildfires within the Federal Response Zone*, will be routed through PIDC. The DFPC Region FMO or designee will be notified of all such requests as soon as possible at the **State Emergency Operations Line (303) 279-8855.**

Requests for DFPC engines assigned to county or fire protection districts will be made through the DFPC Regional FMO. Requests for State Agency assistance will be made through State Emergency Operations Line (303) 279-8855. When DFPC, USFWS, and USFS local forces are involved in suppression activities on State and private lands in Jefferson County they will notify PIDC. DFPC forces will also notify their DFPC Area FMO.

During County Responsibility fire, DFPC principal role is to support the County and the Sheriff in their coordination of fire response. DFPC shall administer certain programs related to the County and Sheriff's duties and responsibilities, such as Wildland Emergency Response Fund (WERF) and Colorado Firefighting Air Corp (CFAC). If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed local Incident Management team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the local IMT, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff or jurisdictional Agencies to provide the requested personnel, resources and/or equipment.

Any Agency within Jefferson County may order interagency wildland fire resources as needed or desired. All orders will be processed immediately by the appropriate dispatch center for Jefferson County and other local cooperators' dispatch centers. All local orders will go through the Sheriff's Office Dispatch to PIDC.

Use of interagency wildland resources such as handcrews and aviation can be made by non-Federal Agencies under the terms of the current WERF or DFPC Aviation Program funding Guidelines (**Attachment 4**).

**Jefferson County is required to notify the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855 within seven (7) days upon ordering any interagency resources through PIDC, if they are requesting the support of WERF for the resource's use. Without such notification, any such resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1).**

Jefferson County Sheriff's Office will notify the DFPC Region FMO or designee, as soon as possible, whenever Jefferson County orders interagency wildland fire resources.

Interagency wildland fire resource orders (not covered by WERF) originating within Jefferson County should be covered by prior agreements between the requesting cooperator and the Jefferson County Sheriff's Office. Any interagency resource order to PIDC may obligate the Jefferson County Sheriff's Office for those resources' costs under the terms and conditions of the agreements referenced in Attachment 1. All local cooperator orders for interagency wildland fire resources may be at the requesting Agency's expense, unless the designated County officials approve the resource orders for county payment.

Interagency wildland fire resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people **(in order of priority and availability)** have authority to approve interagency wildland fire resource orders, **prior to transmittal to PIDC:**

1. AUTHORIZATION TO ORDER INTERAGENCY RESOURCES (in order of priority, based upon immediate availability)

- Sheriff
- Undersheriff
- Sheriff's Office staff (Director of Emergency Management; Fire Management Officer or other designated representatives)

C. Reinforcements and Support

It shall be the responsibility of the jurisdictional Agency to acquire and dispatch any needed replacements to relieve initial attack crews of assisting Agencies at the earliest practical time after their arrival on the fire. Procedures in (Dispatching and Resource Order Process) will also apply for Reinforcements (Extended Attack).

Once assisting and jurisdictional crews have a fire controlled, it shall be mutually agreed as to what additional mop-up and patrol is necessary, and when assisting Agencies will leave the fire.

Non-jurisdictional resources responding to incidents outside of the mutual aid area need to be requested by the jurisdictional Agency. Non-jurisdictional resources responding outside of the mutual aid area without such request, or placing orders without jurisdictional approval, may create financial or other liabilities for their Agencies.

For fires within Jefferson County, each Agency will assume responsibility for its own expenses during the Mutual Aid Period. If after being notified, the jurisdictional Agency does not respond to the fire, then the assisting Agency may request reimbursement for costs as governed by the terms of existing Mutual Aid Agreements.

1. Law Enforcement Activities

Traffic control will be coordinated by the appropriate law enforcement Agency and/ or Jefferson County Sheriff, upon request, to expedite the routing of vehicles and personnel to and from major fires, and to exclude unauthorized personnel from the fire area.

It will be the responsibility of the Agency having jurisdiction to initiate law enforcement action. When initial attack is made by an Agency other than the jurisdictional Agency, the assisting Agency will immediately gather and preserve information and evidence pertaining to the cause of the fire for the jurisdictional Agency.

In the case of any restrictions on open burning either by Governor's proclamation or by local issue, the Jefferson County Sheriff will be responsible for enforcement of fire restrictions on all lands in unincorporated Jefferson County.

D. Move-up and Cover Locations and Procedures

Mutual Aid Dispatch will occur as requested by the responding Agencies as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed in 1993 (**Attachment 5**) or any successor agreements as signed by the parties; or the Denver Metro (Fire Department) Mutual Aid Agreement (**Attachment 6**).

E. Out-of-Jurisdiction Assignments

1. STANDARDS

Prior to dispatch out of the local jurisdiction/ mutual aid areas (Jefferson County), all wildland resources will meet minimum National Wildland Coordinating Group (NWCG) Standards for the type of resource requested. Equipment and personnel will not be dispatched outside of Jefferson County without some prior agreement as to compensation, such as a Cooperative Resource Rate Form (CRRF) with the Division of Fire Prevention and Control. All wildland resources working on Federal lands beyond the Mutual Aid Period (either within or outside of Jefferson County) will meet NWCG standards and be Red Carded for the type of resource requested or assigned to the fire.

2. PROCEDURES

Requests for local resources by jurisdictions outside the Pueblo Interagency Dispatch Center (PIDC) service area will be made through PIDC. Any Agencies within the PIDC area that receive direct requests from other jurisdictions will notify PIDC and the **State Emergency Operations Line (303) 279-8855** of the request and their response to it. PIDC will coordinate and track the movement of Jefferson County resources to interagency wildfire assignments, but not for mutual aid activities within the county.

3. PARTICIPATION ON NATIONAL, REGIONAL, ZONE, AND LOCAL IMTS

Federal and non-federal personnel are encouraged to support and join Incident Management Teams (IMT's) within and outside of the PIDC zone.

Federal and non-federal personnel participating on National, Regional, Zone and Local IMT's will be ordered through, and tracked by, their respective dispatch organizations.

Requests for IMT assistance outside of mutual aid areas described in this AOP must be through the appropriate dispatch centers for tracking and reimbursement. Personnel responding to a non-mutual aid incident must have been dispatched by their jurisdiction and have a ROSS or a WebEOC resource order.

4. RESOURCE MOBILIZATION DURING PERIODS OF ELEVATED FIRE DANGER OR FIRE RESTRICTIONS OR FIRE BANS

During periods of elevated fire danger or the implementation of fire restrictions or fire bans, Jefferson County and county cooperators will use discretion in the dispatch of its resources for out-of-jurisdiction assignments. The intent of these guidelines is to verify that the fire protection needs of the county and local jurisdictions can be met by available resources, prior to assisting on out-of-jurisdiction assignments.

F. Private (Contractor) Fire Suppression Resources

Authorization and use of private (contractor) fire suppression resources will follow approved memorandums of understanding or other agreements between the County Sheriff and the private resources (Exhibit U).

## **6.6 Joint Projects and Project Plans**

A. FIREWISE COMMUNITIES PROGRAM

Jefferson County and the Division of Fire Prevention and Control support National Cohesive Wildland Fire Management Strategy, the Colorado State Forest Service, NFPA Firewise Communities USA, Fire Adapted Communities programs, a voluntary, national educational effort to develop wildfire mitigation programs within local communities and subdivisions. DFPC will work through Colorado State Forest Service to coordinate education and organizational efforts about the Firewise Communities program with local communities and subdivisions. Communities are generally defined by DFPC as a distinct location having a local authority that can act on behalf of the community.

To become a Firewise Community USA, a community must meet the NFPA standards.

B. COMMUNITY WILDFIRE PROTECTION PLANS (CWPPs)

CWPPs are authorized and defined in Title I of the Healthy Forests Restoration Act (HFRA) in 2003. These community-based plans are developed to discuss their mutual concerns for public safety, community sustainability, and natural resources as related to wildfires. These plans offer a positive, solution-oriented environment to address challenges such as local firefighting capabilities, the need for defensible space around homes and subdivisions, and where and how to prioritize land management (especially fuels reduction) – on both federal and non-federal lands. In Colorado, the CSFS is responsible for ensuring that each CWPP meets specified standards, such as treating high-priority areas to reduce hazardous fuels and establishing a more resilient forest. CSFS works with the Jefferson County Sheriff's Office and local fire departments to develop and revise CWPPs for Jefferson County.

As of January 1, 2016, CWPPs are in place for the entire area of Jefferson County and can provide direction to fire cooperators and communities on improving Wildland fire response, preparedness, and fire hazard reduction measures. The following CWPPs have been developed and can be accessed through the Jefferson County Sheriff's Office:

- Jefferson County (all unincorporated areas)
- Coal Creek Canyon Fire Protection District
- Elk Creek Fire Protection District

- Evergreen Fire Protection District
- Fairmount Fire Protection District
- Foothills Fire Protection District
- Genesee Fire Protection District
- City of Golden (Fire Department)
- Golden Gate Fire Protection District
- Indian Hills Fire Protection District
- Inter-Canyon Fire Protection District
- North Fork Fire Protection District
- West Metro Fire Protection District

Implementation of CWPP recommendations is ongoing, including the hardening of the structure in the home ignition zone, creation and maintenance of defensible space around homes and the reduction of hazardous fuels within and adjacent to communities, improving response, restore and maintain resilient landscapes, through a variety of collaborative efforts and funding sources. CWPPs can provide specific information useful for preparation of grant applications as well as for project planning.

### C. Engineering

#### 1. LAND USE PLANNING (URBAN WILDLAND INTERFACE)

Jefferson County requires that a wildfire hazard review be conducted by an approved defensible space contractor from the list provided by Jefferson County Planning and Zoning on all proposed subdivisions. Implementation of recommended wildfire hazard mitigation procedures is determined by the County Commissioners prior to subdivision approval.

#### 2. DEFENSIBLE SPACE AND FUELS TREATMENT

Jefferson County passed regulations effective as of January 1, 1996 that require defensible spaces be developed for new construction and additions greater than 400 square feet in size within the wildland zone. Jefferson County Planning and Zoning works with applicants for building permits to develop these defensible spaces.

Private landowners can utilize information for hardening their structures, creating defensible spaces, establishing fuelbreaks for wildfire hazardous fuels mitigation, and for prescribed burning activities. USFS develops wildfire mitigation areas and fuels treatment according to National Forest Plans that direct the long-term (10 year) management of natural resources on these lands.

#### 3. RAILROADS AND UTILITIES

The appropriate jurisdictional Agencies (Jefferson County Sheriff's Office, local fire departments, and U.S. Forest Service) will monitor and coordinate any right-of-way maintenance activities conducted by railroads or utilities. All cooperators in Jefferson County will attempt to notify the affected jurisdictional Agency prior to the start, and at the end, of any

known maintenance activities. Each jurisdictional Agency is responsible for issuing and monitoring any applicable permits to the railroads or utility companies according to all pertinent federal, state or county statutes and regulations.

## 6.7 Fire Prevention

### A. Cooperative Activities

The following fire activities need to be coordinated between Agencies:

#### 1. FIRE DANGER:

News releases about fire danger will be coordinated, and when practical, issued by the appropriate information officer as a joint release by the cooperating Agencies to newspaper, radio and television media. This effort will reduce public confusion on the subject, and direct attention to fire danger for all elevations and ownerships.

Jefferson County Sheriff's Office can obtain Red Flag and other fire weather or operational advisories from the National Weather Service-Denver / Boulder on a daily basis, and will be responsible for notification of those fire departments for which they dispatch. Each local dispatch center (within Jefferson County) can obtain Red Flag and other fire weather or operational advisories from National Weather Service-Denver / Boulder on a daily basis, and will be responsible for notification of the resources that they dispatch.

#### 2. FIRE PREVENTION:

Coordination of fire prevention activities, including school contacts, will be coordinated between the participating Agencies.

#### 3. FIRE RESTRICTIONS:

When contemplating open burning restrictions or rescinding restrictions, all Agencies or fire departments will advise any cooperators of the situation and consider joint action(s) as needed. In all cases, cooperating Agencies should utilize the guidelines in **(Operations Plan for Pueblo Interagency Dispatch Fire Restrictions in Exhibit J)** when considering these actions.

##### a. Local Restrictions

Agencies or fire departments wanting to place or remove restrictions upon fire use within their jurisdictions within Jefferson County will consult with all adjacent Agencies or departments, Jefferson County Sheriff, Federal Ranger District level offices, and the DFPC concerning fire danger. Where appropriate, joint announcements concerning fire restrictions or appropriate fire uses will be made to reduce confusion on the part of the public.

##### b. County-wide Restrictions

The Jefferson County Sheriff's Office, USFS Pike and San Isabel National Forests and Comanche and Cimmaron National Grasslands; Clear Creek Ranger District or Arapaho-Roosevelt National Forest, USFWS, DFPC or designee (on behalf of its Special Management

Areas) will jointly consider placing or removing county-wide restrictions. If a closure will affect multiple ownership lands, a joint press release will be issued by the Sheriff and all other Agencies involved. **Note:** The Jefferson County Sheriff, Board of County Commissioners Chairman, can directly issue temporary county-wide fire restrictions or bans (**Exhibit J**).

c. Area / Region / Forest-wide Restrictions

Wildland Agencies have agreed, at the State and Regional levels, that Area / Region / Forest-wide restrictions should be coordinated through each Interagency Dispatch Center's Board of Directors. The DFPC will represent county-level Agencies and cooperators by providing current information on fire danger and activity within Jefferson County to the Pueblo Interagency Dispatch Center, phone number (719)-553-1600 (Exhibit J).

d. State-wide Restrictions

When State-wide Restrictions are instituted, all participating Agencies to this AOP will coordinate their fire prevention activities. The DFPC will represent county-level Agencies and cooperators by providing current information on fire danger and activity within Jefferson County to the Pueblo Interagency Dispatch Center, phone number (719)-553-1600. PIDC will communicate dispatch area-wide fire danger information to the Rocky Mountain Area Dispatch Center, phone number (303)-275-5700.

e. Seasonal Restrictions

Agencies or fire departments wanting to place or remove seasonal restrictions upon fire use within their jurisdictions within Jefferson County will consult with all adjacent Agencies or departments, Jefferson County and National Forests, and the DFPC concerning fire danger and appropriate fire use. Where appropriate, joint announcements concerning fire restrictions or approved fire uses will be made by all affected Agencies to reduce confusion on the part of the public.

f. Fire Prevention Signs

Signs are located throughout the county, and are updated daily by the local Agencies, based upon the local fire danger rating. The Colorado Department of Transportation's programmable Highway Information Signs located on U.S. 285 and I-70 can be used for advisories during periods of Very High or Extreme fire danger. The DFPC Region FMO or designee will contact CDOT to initiate these advisory messages.

4. FIRE PERMITS:

Each Agency shall issue and control open burning permits on lands within its responsibility and authority. When such permits are issued for lands within the protection boundary of a cooperator, the cooperator shall be informed of the time and location the permit is issued for.

5. JEFFERSON COUNTY WILDFIRE MITIGATION:

CWPP core team members will be involved in the planning, developing, maintaining, updating, and implementing Community Wildfire Protection Plans per CSFS minimum standards.

## 6. JOINT OR SINGLE AGENCY PRESS RELEASES

News releases on fire danger or prescribed burning activities will be coordinated, and when practical, issued jointly to newspaper, radio and television media by the cooperating Agencies in this AOP. This effort will reduce public confusion on the subject, and direct attention to fire danger at all elevations and ownerships. Press releases will use the most current fire danger ratings and fire weather forecasts, as detailed elsewhere in this AOP.

## 7. FIRE INFORMATION PROGRAMS

Programs on fire prevention activities are available through the Division of Fire Prevention and Control, and local Agencies, upon request.

### B. Enforcement

Enforcement will be as provided in Section 6.5.C.1 of this AOP

### C. Incident Reports

The jurisdictional Agency will prepare the statistical incident report. Information for this report will be provided to the jurisdictional Agency by the initial attack Agency if other than the jurisdictional Agency. An incident report will be produced in the National Fire Incident Reporting System (NFIRS) for all wildland fires. The jurisdictional Agency will make all incident reports available to JCSO and DFPC or designee.

The Jefferson County Sheriff's Office provides PIDC with incident report information of fire activity sent to the Fire Management Officer by local dispatch centers. Other Fire Protection Districts who dispatch independently, and who have wildland responsibilities, will provide similar information to Jefferson County Sheriff's Office. Local fire departments will send copies of all wildland fire incident reports to Jefferson County Sheriff's Office on a regular schedule (monthly or quarterly). During periods of higher fire danger or actual fire activity, incident reports should be sent by fax or email to the Jefferson County Sheriff's Office on a daily or weekly basis.

## 6.8 Public Use Restrictions

### A. Restrictions and Closures

In the case of any restrictions on open burning or public activities because of critical fire danger conditions, either by Governor's proclamation or by local issue, the Jefferson County Sheriff will be responsible for enforcement of these restrictions on all areas of the County or as otherwise agreed between the Sheriff and the jurisdictional Agency. Enforcement on federal lands within the County will be coordinated between the Sheriff and the appropriate federal agency.

Creation, implementation, and termination of fire restrictions will be covered as shown in the Operations Plan for Pueblo Interagency Dispatch Fire Restrictions as found in Exhibit J.

## **6.9 Burning Permits**

### **A. Issuing Open Burning and Campfire Permits**

Each Agency shall issue and control burning permits on lands within its responsibility and authority. When such permits are issued for lands within the protection boundary of a cooperator, the cooperator shall be informed of the time and location that the permit is issued for. Private landowners may obtain permits from local fire departments for open burning in Jefferson County. Additionally, private landowners must obtain open burn permit from Jefferson County Public Health Environmental Health Services.

## **6.10 Prescribed Fire (Planned Ignitions) and Fuels Management**

The USFS, BLM, USFWS, Jefferson County Sheriff's Office and DFPC and all other land management Agencies (and fire departments) agree to cooperate in the development and implementation of prescribed burning programs and projects. Agencies and fire departments conducting prescribed fire activities will report their prescribed fire activities to the Sheriff's Office Dispatch, Pueblo Interagency Dispatch Center, the fire protection district within which the fire is occurring, and to each other. In addition, Jefferson County Public Health Environmental Health Services will maintain a record of all controlled burning activities occurring on private lands. Each Agency or department will be responsible for obtaining any burn permit necessary at the county, state, or federal levels for their individual burns. Fire departments should also inform the DFPC if they will be conducting prescribed burn activities.

Wildfires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein, for costs incurred in suppression of such wildfires.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn plan. Burn plans will be prepared according to **Colorado State Prescribed Fire Planning and Implementation Policy Guide** (Exhibit K), or a cooperating Agency's equivalent format.

A party to this agreement may take appropriate suppression action when lands under its protection are involved in, or threatened by, the escaped fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party to this agreement may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the escaped fire.

For all lands excluding Federal lands, Prescribed Fires of moderate or high Complexity a Representative from Local Fire Jurisdiction or Jefferson County Sheriff's Office must be signatory to the GO / NO GO checklist.

## **6.11 Smoke Management**

Smoke will be managed according to **Colorado State Prescribed Fire Planning and Implementation Policy Guide** (Exhibit K), or a cooperating Agency's equivalent format.

## **7.0 OPERATIONS**

### **7.1 Fire Notifications**

The responsible jurisdiction must be notified of wildfires on or threatening their lands as soon as possible after the arrival of initial attack forces. **Notification of the jurisdictional Agency will be made by the Dispatch Center handling the initial attack fire forces.**

NOTE: The Division of Fire Prevention and Control or designee (Jefferson County Sheriff's Office Fire Management Officer) must be notified as soon as practical of all fires occurring on lands found within the Special Management Consideration Areas. DFPC will notify these land management agencies once fire information has been obtained. The initial attack Agency must do this in order to receive possible reimbursement for fire-fighting costs (as outlined in Cost Reimbursement and Exhibit S). The Pueblo Interagency Dispatch Center must be notified promptly of all fires on or threatening National Forest lands, or BLM lands. The USFWS must be notified promptly of all fires on or threatening USFWS lands.

### **7.2 Boundary Line Fires**

A fire burning on or adjacent to a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives and transfer of command is completed.

Fires occurring in areas where structures are located near and in areas of multiple jurisdictions can cause significant safety as well as financial concerns. The Agencies agree that public and firefighter safety are the first priority. The Agencies agree to coordinate suppression management through the use of a *Unified Command* or with *Delegations of Authority* from all jurisdictions to an agreed Incident Commander. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of Agency suppression resources. When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the Mutual Aid Period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee.

## 7.3 Response to Wildland Fire

### A. Initial Attack Dispatch Levels

Initial response Agency should dispatch those forces it deems appropriate for the place and conditions of the fire. Response forces should be further adjusted from the scene, by the initial attack incident commander, as warranted. Actual response will consider values at risk, actual fire behavior, and the proficiency of the firefighting force.

It is understood that suppression forces operating on **Federal lands** must possess documentation of qualifications (incident qualification card, red card, or records) issued by their host or employing Agency, Fire Protection District or Department, and should meet the minimum standards set forth in the most current version of NWCG PMS 310-1, *Wildland and Prescribed Fire Qualification System Guide*. All personnel not meeting these standards (during the initial attack period or into extended attack periods) will clear the incident upon the earliest of: the jurisdictional Federal Agency takes control of the incident; properly qualified personnel are available as replacements; or the Incident Commander determines that the personnel cannot be utilized in an appropriate fashion on the incident, per **current wildland fire Federal policy**.

### B. Post-incident Analysis

Analysis of incidents will be conducted at a level commensurate with the complexity of the incident.

## 7.4 Special Management Considerations

Suppression within designated U.S. Forest Service (USFS) wilderness areas will not be conducted without direct orders from the jurisdictional federal official. Pueblo Interagency Dispatch Center (PIDC) and **State Emergency Operations Line (303) 279-8855** must be notified promptly of all fires on or threatening National Forest lands, or Bureau of Land Management (BLM) lands. The U.S. Fish & Wildlife Service (USFWS) must be notified promptly of all fires on or threatening USFWS lands.

Federal Land Managers will use the Wildfire Decision Support System (WFDSS), to guide and document their management decisions in response to a wildland fire. Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape, according to Federal Wildland Fire Management Policy.

With exception of protection for immediate risk of life, all use of mechanized, earthmoving equipment such as bulldozers, graders, etc., will not be permitted on the following lands without the express approval of the appropriate management or land owning Agencies. Jurisdictional Agencies operating on the following lands will make an attempt to contact management or land owner prior to using mechanized earthmoving equipment.

- all federal lands
- Denver Mountain Parks
- Denver Water Board

- Jefferson County Open Space
- Eldorado Canyon State Park
- Golden Gate Canyon State Park
- Staunton State Park
- Chatfield State Park
- Ralston Creek State Wildlife Area

The Division of Fire Prevention and Control or Jefferson County Sheriff's Office **must** be notified as soon as practical of all fires occurring on Special Management Consideration Areas (Exhibit S). The initial attack Agency must do this in order to be eligible to receive reimbursement for fire-fighting costs (as outlined in Billing Procedures and Exhibit S).

When a wildfire occurs on Special Management Consideration Areas, the DFPC-North Central Region Plains Fire Management Officer or designee **must** be notified via the State Emergency Operations Line (303) 279-8855. The FMO will respond, at his discretion, to serve as the landowner's representative on the incident and to facilitate possible reimbursement. DFPC will not take over the fire unless requested as outlined in (Suppression Procedures). Agencies responsible for suppression of fires occurring on these lands have been predetermined and agreed upon prior to the start of each fire season.

## 7.5 Decision Process

### A. Wildland Fire Situation Analysis

Federal Agencies are required to complete the Wildland Fire Decision Support System (WFSS) or equivalent documentation, for all fires on federal land, to determine appropriate response. This procedure requires federal Agency unit administrator participation.

When a wildfire exceeds the capability of a Fire Protection District to control or extinguish, the Fire Protection District may request that the responsibility for coordination of fire suppression efforts transfer to Jefferson County Sheriff. A local FPD / JCSO Incident Complexity Analysis form should be completed by the FPD authority and the JCSO Agency representatives (**Exhibit D**). The request to transfer responsibility for coordination of fire suppression efforts for a wildfire will be made in writing between a representative of the fire protection district and the Jefferson County Sheriff's Office through the Delegation of Duty form, (**Exhibit E**).

When wildfires exceed the capabilities of the County, the County, Sheriff and the DFPC shall follow the Cooperative Wildfire Protection Agreement (**Attachment 1**). The parties' signatory to this agreement should further describe the working relationship, financial arrangements and joint activities not otherwise specified under the terms of this agreement.

DFPC requires an Emergency Fire Fund (EFF) Analysis form (**DFPC 01 Exhibit G**) to be prepared on fires to help determine if a wildfire might be eligible for EFF. If incident meets EFF conditions, the DFPC will make recommendations to the Director of DFPC through the Request

EFF or State Funding form (**DFPC02 Exhibit 02**). If EFF is approved the signatory parties will follow the terms of the MOU for Colorado Emergency Fire Fund (**Attachment 03**). When wildfires exceed the capabilities of the County, the Sheriff and the Board of County Commissioners (BCC) shall seek the assistance of the State by transferring authority and responsibility for fire suppression to the Division of Fire Prevention and Control by completing the Assumption of Fire Control Duty form (**DFPC 03 Exhibit G**). DFPC may also elect to complete Incident Complexity Analysis form (**DFPC 04 Exhibit G**), or equivalent documentation, on fires that escape initial attack to determine the appropriate incident complexity and level of management.

All Agencies involved in extended attack will assist in the completion of the appropriate decision support documentation. DFPC requires a Wildland Fire Situation Analysis (WFSa) or equivalent documentation for all wildfires receiving a FEMA declaration. The BCC may prepare a local disaster declaration for all State responsibilities fires and fire requesting FEMA Fire Management Assistance Grant program assistance and / or receiving a FEMA declaration.

The Sheriff or jurisdictional Agency administrator or agency representative will obligate agency funds to pay for controlling the incident in a safe and cost effective manner with adherence to applicable laws, policies and professional standards with management considerations mutually understood through a Delegation of Authority form to a single Incident Commander (**DFPC 05 Exhibit G**). The Incident Commander will terminate responsibility of management of the fire and the resources assigned. Furthermore, the Incident Commander will terminate the authority to obligate funds necessary to pay for controlling the incident through the Return of Delegated Authority to DFPC (**DFPC06 Exhibit G**). When criteria and procedures determine the County and the Sheriff are again capable of controlling or extinguishing the wildfire, the State responsibility can be lowered to the County using another Assumption of Fire Control Duty form (**DFPC 03**).

## **7.6 Cooperation**

N/A (Covered in Other Sections)

## **7.7 Communication**

### **A. Interagency Sharing of Communications Systems and Frequencies**

All Agencies signing this agreement authorize use of their radio frequencies (**see Exhibit H**) by other Agency personnel **for emergency purposes only**, except as shown on the radio frequency list or in any other agreements.

All Federal wildland firefighting Agencies (USFS /BLM/ NPS/ USFWS) have converted to narrow banded radio frequencies as of December 31, 2004. This means that federal VHF systems have converted to 12.5 kHz bandwidth. Any radios still operating on a wide-band, 25 kHz basis may create interference with narrow-band radios, particularly with Pueblo Interagency Dispatch Center (PIDC). All Agencies, Departments and Fire Protection Districts which use USFS FM frequencies for tactical or command purposes (including through PIDC) must have radios programmed in 'Narrow band' mode to facilitate clear transmission and reception. All

communications on air-to-ground frequencies must have radios programmed in 'Narrow band' mode.

## 1. JEFFERSON COUNTY COMMUNICATION RESOURCES

Jefferson County communications personnel may be requested to support initial attack and extended attack on wildfires within Jefferson County. Amateur Radio Emergency Support (ARES) Group personnel in Jefferson County are trained and equipped with the appropriate personal protective equipment (PPE) for use on wildland fires.

Narrow-band radios, portable repeaters, and communications vans are available for use during initial attack and extended attack on local incidents from radio caches maintained by qualified communications personnel for Jefferson County. Requests for communications personnel and radio equipment should be made through the Jefferson County Sheriff's Office Dispatch. Such requests will be routed to the appropriate contacts.

Narrow-band radios are available for use during extended attack on local incidents from a radio cache maintained by the Jefferson County Sheriff's Office. Requests for the radio cache should be made through the Jefferson County Sheriff's Office Dispatch.

### 7.8 Cost efficiency

A. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services

Non-federal participants in this plan may purchase wildfire suppression supplies from **the Defense Logistics Agency (DLA). "Ordering of supplies will be placed through the DLA EMail website at <https://dod.email.dla.mil>. An individual account for each agency must be registered with DLA for ordering supplies."** Any other loaning, sharing, exchanging, or maintenance of facilities, equipment, or support services will be considered on a case by case basis and must be mutually agreed upon by the concerned parties. This will be the procedure for supply needs unrelated to active wildfire incidents.

Durable (accountable) supplies used on an incident by non-jurisdictional resources will be returned or replaced before release of those resources. The jurisdictional Agency may order replacement supplies through local ordering procedures or the national cache system. Non-durable or consumable supplies used up by non-jurisdictional resources will be replaced by the jurisdictional Agency through incident supply or by issuing supply numbers to those resources before they are released. Resources, requesting such replacement, need to provide the jurisdictional Agency with an inventory and/or justification.

Any incident orders made by an Agency other than the jurisdictional Agency that are not authorized by the jurisdictional Agency or by delegation become the financial responsibility of the ordering Agency.

1. Cache Items ("wildfire suppression supplies") for active wildfire incidents will be ordered through Pueblo Interagency Dispatch Center (PIDC) or if available ordered through the EOC

from the Jefferson County Sheriff's Office fire cache trailer. These items are noted in the NWCG National Fire Systems Catalog (NFES 0362).

2. Non-Cache Items (defined below\*\*) will be obtained by the following methods:

For wildfires entirely on federal lands: these items will be ordered through PIDC, and are obtained by procurement personnel from the Pike/San Isabel National Forest and Commanche/Cimmaron National Grasslands (PSICC).

For wildfires entirely on private, county, or state lands: these items will be initially ordered through the Jefferson County Emergency Operations Center, and obtained by Jefferson County or the Division of Fire Prevention and Control DFPC through their procurement authorities.

For wildfires entirely on private, county, or state lands, which have exceeded the procurement capabilities of Jefferson County or DFPC: these items may be obtained by requesting appropriate procurement assistance (such as local USFS contracting officer, a partial or complete Buying Team, etc) through PIDC.

For wildfires on both federal and private/county/state lands: these items will be obtained through the use of the most available procurement capabilities of Jefferson County (through its Emergency Operations Center) or PIDC (utilizing PSICC procurement personnel, or other resources such as Buying Teams, etc). The Unified Command for such fires will be responsible for providing direction to the Incident Commander to prevent, wherever possible, any duplication of ordering of Non-Cache Items by Jefferson County or PIDC.

\*\* Non Cache items include, but are not limited to: meals; porta-potties; tables; chairs; business trailers; meeting halls; and other needed service or supplies.

Current information about local sources of Non-Cache items will be maintained by Jefferson County Emergency Management.

## **7.9 Delegation of Authority**

Please reference Exhibit G.

## **7.10 Preservation of Evidence**

A. Fire Investigations

Investigation shall be made on all federal and non-federal fires to determine cause, responsible party, time of ignition, and all other pertinent information relating to the cause of the fire.

Agreements may exist between the County Sheriff (or police authorities) and the jurisdictional Agencies that apply to investigation and enforcement. Fire cause determination is needed for EFF incidents and required for FEMA incidents.

1. Fire Cause and Origin

Although an assisting Agency may have a fire extinguished upon arrival of the jurisdictional Agency's forces, the jurisdictional Agency should discuss the fire with the assisting Agency to aid in the investigation and take steps to:

- preserve the point of origin
- preserve all clues that may relate to the cause
- note all traffic leaving the area as they arrive, to include vehicle descriptions and license numbers

## **8.0 STATE EMERGENCY FIRE FUND (EFF)**

The Emergency Fire Fund (EFF) may be used to assist Jefferson County with which the DFPC has signed a Memorandum of Understanding for Colorado Emergency Fire Fund (**Attachment 3**) and which has paid their latest annual assessment. To obtain EFF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection (**Attachment 1**) for elevating a County Responsibility Fire to a State Responsibility Fire.

When wildfires exceed the capabilities of the County, the County, Sheriff and the DFPC shall follow the Cooperative Wildfire Protection Agreement (**Attachment 1**). The parties' signatory to this agreement should further describe the working relationship, financial arrangements and joint activities not otherwise specified under the terms of this agreement.

DFPC requires an Emergency Fire Fund (EFF) Analysis form (**DFPC 01 Exhibit G**) to be prepared on fires to help determine if a wildfire might be eligible for EFF. If incident meets EFF conditions, the DFPC will make recommendations to the Director of DFPC through the Request EFF or State Funding form (**DFPC02 Exhibit G**). If EFF is approved the signatory parties will follow the terms of the MOU for Colorado Emergency Fire Fund (**Attachment 03**). When wildfires exceed the capabilities of the County, the Sheriff and the Board of County Commissioners (BCC) shall seek the assistance of the State by transferring authority and responsibility for fire suppression to the Division of Fire Prevention and Control by completing the Assumption of Fire Control Duty form (**DFPC 03 Exhibit G**). DFPC may also elect to complete Incident Complexity Analysis form (**DFPC 04 Exhibit G**), or equivalent documentation, on fires that escape initial attack to determine the appropriate incident complexity and level of management. **Wildfires that have not become the responsibility of the Jefferson County Sheriff are not eligible for EFF support.**

A. Intent of EFF

**Jefferson County** is a current participant in the MOU for EFF with DFPC (**Attachment 3**). As a participant to this agreement, the State agrees to come to the aid of Jefferson County should suppression resource needs exceed county capabilities.

B. Funding

The EFF is funded by an Assessment and County Annual Contributions of member counties. The provisions for the eligibility of costs for reimbursement or payment from EFF. (**Attachment 3 Section G**).

C. Roles Under EFF

1. DFPC Region FMO or designee

The DFPC Region FMO: acts for the DFPC Director in the absence of an assigned Incident Line Officer; assists the County Sheriff in completing the EFF Analysis form (**DFPC01, Exhibit G**) for each shift; prepares the DFPC Fire Funding Request (**DFPC 02, Exhibit G**); and completing the Assumption of Fire Control Duty form (**DFPC 03 Exhibit G**). DFPC in coordination with Sheriff or designee may also elect to complete Incident Complexity Analysis form (**DFPC 04 Exhibit G**) DFPC Regional FMO or designee provides technical assistance to the Sheriff and BCC or appointed Agency Administrator or Agency Representative of local situations and procedures.

2. Jefferson County Sheriff or designee

The County Sheriff: assist DFPC Regional FMO or designee in completing the EFF Analysis form (**DFPC 1**) for potential EFF fires; signs Assumption of Fire Control Duty form (**DFPC 3**) for fires that the DFPC Director approves for EFF or State Assistance; and serves as or appoints the County's Agency Administrator or Agency Representative. The Sheriff in coordination with DFPC may also elect to complete Incident Complexity Analysis form (**DFPC 04 Exhibit G**)

3. County Agencies and Fire Resources

Other Agencies will provide the Sheriff with personnel and equipment necessary to meet the minimum county resource commitment.

D. Unified Command

All EFF fires will utilize a Unified Command structure consisting of, at a minimum; the Jefferson County Sheriff and DFPC or designee will serve as or appoint an appointed Agency Administrator (AA) and / or Agency Representative (AR). In cooperation and consultation, these AA and or AR will collectively appoint an Incident Commander and identify objectives and concerns with an Unified Command Structure. If land administered by another Agency is threatened or involved, that Agency will provide a representative to the Unified Command.

E. EFF Activation

The EFF can only be implemented upon request of Jefferson County, and upon mutual agreement of both the County and DFPC. The local DFPC Region FMO, or designee, must recommend EFF implementation to the DFPC Director or designee. Therefore, **it is imperative that Jefferson County notify the DFPC Region FMO immediately should a wildfire incident occur which has the potential to exceed county capabilities.** This will allow time for a DFPC representative to travel to the incident.

The DFPC Region FMO or designee will contact the DFPC Area FMO or DFPC Staff and relay the information collected. The DFPC Region FMO will also make his recommendation on whether or not the situation warrants implementation of the fund.

Upon approval of EFF implementation, the DFPC Director will assign a Agency Administrator to the incident.

F. Minimum County Commitment

**When a wildfire is approved for EFF implementation within Jefferson County, the following minimum fire suppression forces will be maintained, as much as it is possible, throughout the duration of the incident:**

- Those forces from the Fire Protection District within which the incident is occurring, while still providing a minimal level of response for other, new incidents within that district.
- Those mutual aid forces that are normally used by the Fire Protection District within which the incident is occurring, without jeopardizing the ability of the assisting Agencies to mount a reasonable response within their own jurisdiction (see Attachment 5 - Intergovernmental Agreement For Mutual Aid Between Fire Departments in Jefferson County, or any successor agreements as signed by the parties).
- Assistance from the County's Incident Management Team, if available, adequate to assist a Type I or II incident management team during one shift/day.
- The county Emergency Operations Center (EOC) and Emergency Management staff, if available, and if appropriate, needed, and suitable to support the operation of the incident.
- Equipment and operators (such as bulldozers, road graders, water tenders) from the Road & Bridge Department, if available - and if appropriate, needed, and meeting specific safety/operational standards for the incident.
- Law enforcement and traffic control through the Sheriff's Office.
- Other county-owned equipment, personnel, and resources, as may be available and as mutually agreed upon between the County AA and / or AR and the DFPC AA, given the specific conditions and needs of the incident.

G. EFF Deactivation

DFPC will transfer control of an EFF fire back to Jefferson County when criteria and procedures have been utilized to determine the County is again capable of controlling or extinguishing the wildfire incident; such as but not limited to: fire spread is contained; the AA and / or AR objectives have been met; and a written plan has been prepared for the next operational period,

1. Mop-up and patrol

The County and / or jurisdictional Agency will be responsible for mop-up and patrol, after control of an EFF fire has been transferred back to the County from DFPC, according to an extended incident action plan (that includes the next operational period).

2. Reclamation

The EFF can pay for water-barring and reseeding control lines, only is authorized by the DFPC Agency Administrator and only when part of the cost share agreement and the Incident Action Plan during the EFF period. All other non suppression rehabilitation and reclamation work must be funded by the jurisdictional agency, landowner or other sources.

## **9.0 USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **9.1 Cost Share Agreement (Cost Share Methodologies)**

Cost share agreements should be used during incidents beyond Type 5 complexity or anytime the wildfire exceeds the local fire protection district capability to control. Forms and guidelines for completing cost share agreements (**Exhibit R**).

#### **A. Wildland Emergency Response Fund (WERF)**

The WERF was created to provide funding or reimbursement for crew response at the beginning of a wildfire incident, when ordered at the request of any county Sheriff, municipal fire department, or fire protection district subject to the terms in the current WERF guidelines (**Attachment 4**). The use of WERF applies to the initial attack phase of each incident only.

#### **B. Colorado Firefighting Air Corp**

Senate Bill 13-245 created the Colorado Firefighting Air Corp Aviation Funds under the DFPC, authorized to assist local jurisdictions with initial attack response to the extent that funds are available DFPC Aviation Funding Guidelines (**Attachment 4**).

### **9.2 Training**

#### **A. Wildfire Training Needs and Coordination**

Each Agency shall be responsible for the training of its own personnel; however, cooperating Agencies will advise each other of planned training sessions and issue invitations to participate. All Agencies and fire departments are encouraged to utilize all available avenues for wildland fire training, be it from federal, state, or local Agencies. Each Agency is responsible for certifying the qualifications of its own personnel, and issuing a Wildland Fire Qualifications card ("red card) to its personnel.

Safety of personnel involved in an incident is critical. Therefore, it is the stated goal of the participating Agencies in this AOP to have all personnel that may be involved in suppressing wildland fires meet the current NWCG standards for their position.

Each Agency or Department will be responsible for providing Personal Protective Equipment (PPE) for their personnel. Recommended items include: hardhat, eye protection, Nomex shirt and trousers or NFPA 1977 flame resistant equivalent, leather gloves, minimum 8 inch high leather boots with lug soles and a fire shelter. However, cooperating Agencies may assist by supplying specific equipment needs for an individual incident. It is understood that suppression

forces operating on **Federal lands** must be equipped with personal protective equipment (PPE), and for **any work beyond the Mutual Aid Period must be certified for wildland fire suppression as specified in the current NWCG PMS 310-1 NIMS Wildland Fire Qualification System Guide.**

1. REGIONAL WILDLAND FIRE TRAINING

Wildland fire training is available at the local, regional and state levels. The DFPC, USFS and Jefferson County assist local fire departments in planning and executing wildland fire training. Wildland fire training is also available annually in the region (Colorado), through: the Colorado Wildfire Academy; Great Plains Wildfire College; RMCG-Regional Training Committee, and county level training programs.

2. INTERAGENCY WILDLAND FIRE QUALIFICATION CARDS (RED CARDS)

Wildland fire qualification cards ("red cards") will be generated by the local Agencies for their firefighters, and each Agency will be responsible for verifying that its personnel meet **current NWCG PMS 310-1 NIMS Wildland Fire Qualification System Guide** for wildland fire positions. The DFPC will work with local cooperators to ensure that NWCG standards are met.

### 9.3 Communication Systems

Jefferson County Communications systems are complex. **(Refer to Section 7.7 of this AOP, and Exhibits H & I)**

### 9.4 Fire Weather Systems

A. TRIGGER POINTS FOR INCREASE/DECREASE IN STAFFING /READINESS

Fire Danger Ratings - Pueblo Interagency Dispatch Center (PIDC) obtains daily forest wildfire danger ratings and staffing class predictions and posts these daily to its website [http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2pbc/indices.htm](http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/indices.htm) ). This information is regional in nature (covering the entire Front Range in the case of Jefferson County) and based upon wildfire monitoring occurring mostly outside the county boundaries.

For the purposes of informing the public, National Fire Danger Rating System (NFDRS) adjective classes will be used as follows: Low; Moderate; High; Very High; and Extreme.

1. FIRE DANGER RATINGS AND EXPECTED FIRE BEHAVIOR:

- LOW - Fires do not start readily from most accidental causes, though many lightning fires may start in some areas during low-danger periods. Fires which do start generally spread slowly, and there is little tendency to "spot". They often do not burn clean, but spread in irregular fingers.
- MODERATE - Fires can start from most accidental causes, but the number of starts is generally low. The rate of spread of fires is moderate; heavy concentrations of fuel will

burn hot, and there may be some spotting. Control of fires under these conditions usually presents no special problems.

- HIGH - Fires will start easily from most causes. Fires will burn hot, spread rapidly, and will spot readily. Control of fires may become difficult, unless there is aggressive initial attack while they are small.
- VERY HIGH - Fires start easily from most causes. Fires will develop fast and can be spread rapidly with considerable spotting. Direct attack on the head of the fire may not be possible. Control may be difficult if initial attack is not successful.
- EXTREME - Fires start easily from all causes and may be started by unusual or unexpected causes. Fires burn intensely and spread rapidly. Direct attack is rarely possible except when fires are still small. The running heads of large fires are usually uncontrollable while the extreme danger period lasts and most effective control work must be confined to the flanks of the fires and to well-planned strategy.
- RED FLAG WARNING - This warning is issued by the National Weather Service when short-term weather conditions are predicted that will cause erratic fire behavior. These conditions include unusually low humidity, high winds, and "dry" lightning activity. Initial attack may require additional or air support under these conditions. Red Flag Warnings may be preceded by "Fire Weather Watches" that are also issued by the National Weather Service.

## B. FIRE WEATHER REPORTS:

Because of the renewed awareness of the importance of having current fire weather forecasts to help ensure personnel safety, each Agency is encouraged to obtain forecasts from the **National Weather Service, Fire Weather Forecasters**. Each Agency shall be responsible for gathering fire weather information and requesting spot weather forecasts for their individual fire incidents, but may request assistance in gathering or transmitting such information from any of the other fire Agencies. Requests will be sent directly to the National Weather Service - Boulder, 303-494-3877, fax 303-494-4409, to the attention of the **Fire Weather Forecaster**. County Agencies and fire departments can also submit these requests to the National Weather Service through the Jefferson County Sheriff's Dispatch.

### 1. Fire Weather Station Locations

There are two Remote Automated Weather Stations (RAWS) located in Jefferson County and which provide current weather information through websites, daily fire danger reports, and by radio transmission to authorized personnel. The RAWS stations are: Cheeseman (operated by the U.S. Forest Service) located in southwest Jefferson County; and Lookout Mountain (operated by the Jefferson County Sheriff's Office) located west of Golden. There are also four other RAWS stations in adjacent counties which provide current information for fire danger prediction ratings developed by the Jefferson County Sheriff's Office: Bailey; Corral Creek; Polhemus; and Sugarloaf.

### 2. Data Sharing and Methods

Special fire weather events and warnings will be broadcasted to all fire Agencies as they are received from the National Weather Service or PIDC.

### 3. Fire Danger Dissemination

Fire danger ratings are posted daily on the PIDC website ([http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2pbc/indices.htm](http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/indices.htm)).

### C. RED FLAG WARNINGS

Red Flag warnings (and Fire Weather watches) issued by the National Weather Service Forecast Office will be communicated by the cooperating Agencies as covered in **Rocky Mountain Area Fire Weather Annual Operating Plan**.

## 9.5 Aviation Operations

Requests for any and all aircraft use will come with the necessary information shown on the Aircraft Request Form, **(Exhibit F)**.

### A. Aviation Map and Narrative

Federal agencies have mapped aviation issues in their fire management action plans. Jefferson County and DFPC have not developed such a map. Items 1-6 (listed below) will be addressed in the future development of such a map.

1. HAZARDS (refer to Denver Sectional Aeronautical Chart)  
[http://www.faa.gov/air\\_traffic/flight\\_info/aeronav/productcatalog/vfrcharts/sectional/](http://www.faa.gov/air_traffic/flight_info/aeronav/productcatalog/vfrcharts/sectional/)
2. SENSITIVE ZONES (urban-interface, aquatic, wilderness, etc.)
3. HELISPOTS, DIP SITES
4. AUTOMATIC DISPATCH ZONES (tied to preparedness planning)
5. DETECTION ROUTES
6. FOAM/RETARDANT RESTRICTION AREAS

### B. Flight Following/Frequency Management

Note: There is a frequency plan developed for Colorado, which identifies frequencies for specific areas of Colorado. This plan is located at each dispatch center.

Pueblo Interagency Dispatch Center (PIDC) will flight follow for aircraft ordered through them or aircraft operating within the **Federal Response Zone**.

If radio communication problems develop, PIDC will coordinate with adjacent dispatch centers to provide flight following.

### C. Call When Needed (CWN) Aircraft, Tactical and Support Aircraft.

#### 1. LOCAL RESOURCES

Jefferson County has Call When Needed (CWN) contracts with multiple local helicopter vendors. When Jefferson County Sheriff's Office orders the CWN helicopter(s) this equipment should be utilized to respond to fires under the jurisdiction of Jefferson County. Coordination with PIDC will occur when Jefferson County CWN helicopters are mobilized including but not limited to the Aircraft Resource Ordering Form (**Exhibit F**).

## 2. STATE RESOURCES

The DFPC sponsors an Aviation Program, including fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have State DFPC aviation assets moved to cover a specific area (such as Jefferson County) should be made by local cooperators through the DFPC Regional FMO. **Requests for all state aviation resources on wildfires will be made through PIDC Dispatch, except for the State Multi Mission Aircraft (MMA) which will be made through the State Emergency Operations Line (303) 279-8855.** Use of the State interagency aviation resources can be made by the requesting Agency under the terms of the Wildfire Emergency Response Fund (WERF), as shown in Attachment 4 of this AOP.

Any Agency within Jefferson County may order State aviation resources as needed or desired. Orders will be recognized by Jefferson County Sheriff's Office, West Metro, and Evergreen FPD dispatch centers from any fire department authority, incident commander, and county-listed NWCG qualified engine bosses or crew bosses. All aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

All county or local orders for State aviation resources may be at the requesting Agency's expense, if not covered by Jefferson County authorization as specified within subsection (a) immediately below.

For emergency use of State aviation resources on local wildfires, requests for aircraft may be made directly by the Jefferson County Sheriff's Office dispatch center or EOC to PIDC, followed by immediate notification to the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855. Requests to PIDC, for any and all air resource use, must include all the information shown on the Aviation Resource Request Form (**Exhibit F**) or they will not be acted upon by PIDC.

Jefferson County is required to notify the DFPC Region FMO immediately upon ordering any aviation resources through PIDC, or within seven (7) days if they are requesting the support of WERF for the resource's first use. Without such notification, any aerial resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson County (**Attachment 1**). Jefferson County Sheriff's Office will notify the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855, as soon as possible, whenever Jefferson County or any local fire department orders aviation resources.

### a. Authorization for Resource Orders

Aviation resource orders (and costs) within Jefferson County that are not covered by the WERF may obligate the Jefferson County Sheriff's Office for costs under the Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1). Ordering aviation resources outside the terms of the WERF or the DFPC Aviation Program Funding Guidelines (**Attachment 4**) will be liable for the costs of these aviation resources, unless the designated County officials approve the resource order for county payment.

Aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people (**in order of priority and availability**) have authority to approve use of aircraft or retardants, prior to transmittal to PIDC:

- Sheriff
- Undersheriff
- Sheriff's Office staff (Director of Emergency Management; Fire Management Officer or other designated representatives)

### 3. FEDERAL / MILITARY RESOURCES

Requests made by cooperators for Federal and Interagency aviation resources outside of the JCSO CWN aircraft will be made through PIDC. Be advised that aviation operational positions may be filled subject to incident needs. Use of Federal or Interagency aviation resources will be made at cost to the requesting Agency under the terms found in or the DFPC Aviation Program Funding Guidelines (**Attachment 4**)

Under WERF or the DFPC Aviation Program Funding Guidelines, any Sheriff, municipal fire department, or fire protection district may order the appropriate (and available) aviation resource for initial attack of any wildfire. In general, the first aviation resource on non-federal lands will be subject to the terms of the WERF or the DFPC Aviation Program Funding Guidelines (**Attachment 4**). Continued use of the aerial resource(s) by the ordering Agency will be at full cost, and subject to the prior approval of Jefferson County as specified within subsection (a) immediately below.

Any Agency within Jefferson County may order Federal aviation resources as needed or desired. Orders will be recognized by Jefferson County Sheriff's Office, West Metro, Arvada, and Evergreen FPD dispatch centers from any fire department chief, incident commander, and county-listed NWCG qualified engine bosses or crew bosses. All aviation resource orders originating within Jefferson County should be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be coordinated with PIDC.

All county or local orders for Federal aviation resources may be at the requesting Agency's expense, if not covered by Jefferson County authorization as specified within subsection (a) immediately below.

For emergency use of Federal aviation resources on local wildfires, requests for aircraft may be made directly by the Jefferson County Sheriff's Office centers to the PIDC, followed by immediate notification to the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855. Requests to PIDC, for any and all air resource use, must include all the information shown on the Aviation Resource Request Form (Exhibit F), or they will not be acted upon by PIDC.

**For Immediate Response Authority emergency use of Military aviation resources on local wildfires, requests for aircraft may be made directly by the Jefferson County Sheriff's Office Authorized Representatives who will notify to the Joint Operations Center, (720) 250-1290 followed by immediate notification to PIDC, the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855 and Colorado State Emergency Management EOC.** Requests to PIDC, for any and all air resource use, must include all the information shown on the Aviation Resource Request Form (Exhibit F), and include justification for Immediate Response Authority.

**Jefferson County and all local fire departments are required to notify the DFPC Region FMO via the State Emergency Operations Line (303) 279-8855 immediately upon ordering any aviation resources through PIDC, as this may obligate state and county funds under the WERF or the DFPC Aviation Program Funding.** Unless specified otherwise, such resource orders from the county shall be considered a request for any appropriate state funding assistance under the WERF. Jefferson County Sheriff's Office will immediately notify the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855 whenever Jefferson County or any local fire department orders aviation resources.

a. Authorization for Resource Orders

Aviation resource orders (and costs) within Jefferson County that are not covered by the WERF or the DFPC Aviation Program Funding may obligate the Jefferson County Sheriff's Office for costs under the Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1). Any agency ordering aviation resources outside the terms of the WERF or the DFPC Aviation Program Funding (**Attachment 4**) will be liable for the costs of these aviation resources, unless the designated County officials with authority approve the resource order for county payment.

Aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people (**in order of priority and availability**) have authority to approve use of aircraft or retardants, prior to transmittal to PIDC:

- Sheriff
- Undersheriff
- Sheriff's Office staff (Director of Emergency Management; Fire Management Officer or other designated representatives)

#### 4. NATIONAL GUARD RESOURCES

**If other aircraft resources are unavailable** and conditions do not meet Immediate Response Authority, National Guard helicopters based at the Buckley Air National Guard Base may be available. Aircraft normally are dispatched in pairs, and may also come with a backup ship. Ground support will be provided. Aircraft and pilots will be "carded" by the appropriate authorities. Cost to the using National Guard will apply, and may vary from incident to incident.

To request these aircraft, gather the necessary information shown on the **Aviation Resource Request Form, Exhibit F**, and contact PIDC with the specific equipment and mission request. **The request should clearly specify that those National Guard resources are being requested specifically for a State- or County-responsibility fire.** PIDC will contact the Rocky Mountain Coordination Center, which will contact the Colorado Division of Emergency Management. The DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855 should also be notified that a request for National Guard resources has been initiated.

##### D. Fixed Wing Base Management

The closest airports to Jefferson County that are planned to serve as fixed wing air tanker bases are Rocky Mountain Metropolitan Airport (Broomfield, CO), and Pueblo Municipal Airport (Pueblo, CO). All requests for State and Federal aircraft should follow the directions in the preceding sections of this AOP. The contact number for the USFS-Jeffco Airtanker Base is (303)-439-0332; emergency number is 720-887-4846.

##### E. Single-Engine Airtanker Temporary Bases

The closest airports to Jefferson County that are planned to serve as fixed wing air tanker bases are Rocky Mountain Metropolitan Airport (Broomfield, CO), and Pueblo Municipal Airport (Pueblo, CO). All requests for State and Federal aircraft should follow the directions in the preceding sections of this AOP. The contact number for the USFS-Jeffco Airtanker Base is (303)-439-0332; emergency number is 720-887-4846.

For more information about use of the SEAT and requirements to set up a temporary base, see the SEAT Briefing Guide (**Exhibit F**).

##### F. Lead Plane / Air Attack Activation

The determination to use a lead plane or air attack on an incident will be made by PIDC as aviation resources are ordered, or as the incident complexity changes utilizing the most current version of the NWCG Aerial Supervision Guide

<http://www.nwcg.gov/sites/default/files/products/pms505.pdf>

Air Attack will be delivered with the other aviation components ordered for the specific incident.

##### G. Aviation Requests and Operations

#### 1. INITIAL ATTACK

Aircraft availability for initial attack should be confirmed with PIDC or the Jefferson County Sheriff's Office Dispatch Center as conditions warrant. Some aircraft are on national contracts. It should be realized that if ordered, aircraft may come from out of state, which may greatly increase their time of arrival to the fire.

a. News Media Aircraft

If local news media aircraft are requested by Jefferson County or a local fire department for use near USFS lands, flight coordination between Jefferson County Sheriff's Office dispatch and PIDC must occur. If communication between the news media aircraft and air resources dispatched through PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resource use on the incident. The Incident Commander can also request a Temporary Flight Restriction as explained in Section G.5 below, which would help manage news media aircraft.

b. Radio Frequencies

Aircraft dispatched through PIDC for initial attack of wildfires within Jefferson County will use the Interagency initial attack air-to-ground and air-to-air frequencies designated for **Colorado Zone 06 - A/G 35 or A/G 58, south of Interstate 70; or Colorado Zone 05 – A/G 7 or A/G 9, for north of Interstate 70.** The use of VFIRE frequencies will be discouraged for air-to-ground communications for tactical use on wildfires. A tertiary air-to-ground frequency can be established upon request to PIDC, or by PIDC at the time of the incident.

c. Communications

If communications between ground resources and the air resources dispatched by PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resources on the incident. It is the responsibility of the Incident Commander and the jurisdictional Agency to establish communications between ground resources and air resources on all wildfires.

Jefferson County qualified communications personnel and equipment may be available to help establish ground to air communications on wildfires within Jefferson County. Procedures for ordering Jefferson County communications personnel resources are shown in (Suppression Procedures).

2. BOUNDARY FIRES

Aircraft use on fires located along jurisdictional boundaries will be the responsibility of the ordering Agency if pre-approval or consultation with all affected Agencies has not occurred at the time of the resource order. Aircraft used over federal lands are subject to the restrictions listed in (Aviation Procedures)

3. URBAN/WILDLAND INTERFACE FIRES

Fire suppression aircraft usage in or near residential areas must be approved by the jurisdictional Agency prior to usage.

#### 4. AIR SPACE RESTRICTIONS

The Incident Commander may request Temporary Flight Restrictions (TFRs) through PIDC if non-fire aircraft may pose a hazard for fire air operations. All TFRs must be requested through PIDC for wildfires or prescribed fires, following the current procedures listed in the RMA Mobilization Guide.

#### 5. INCIDENTS INVOLVING MULTIPLE AIR RESOURCES

Aircraft control on complex incidents, especially those involving multiple air resources, should be coordinated through the Pueblo Interagency Dispatch Center and on the incident by the appropriate (and qualified) air operations personnel. All aircraft will follow Fire Traffic Area (Exhibit F) process and procedure to operations. See also, (Aviation Operations) for specific instructions on use of air resources not dispatched through PIDC. Procedures outlined in the Rocky Mountain Mobilization Guide and the current NWCG Aerial Supervision Guide should be utilized by PIDC for incidents with multiple aircraft.

#### 6. QUALIFICATIONS AND RESTRICTIONS ON AIR RESOURCE USE

Aircraft being used on Federal lands, or in association with Federal or interagency resources, must be inspected and approved per the interagency fire pilot, mechanic, driver, aircraft and service vehicle carding and inspection process.

##### H. Aircraft Pilot and Vendor Equipment Inspection Schedules

Federal fire suppression aircraft pilots and vendor service equipment are inspected annually by either the U.S. Forest Service or the Office of Aircraft Service and certified for their capabilities.

##### I. Aviation Dispatch Procedures

All aviation dispatches will follow the current procedures listed in the Aviation Dispatch Procedures for the Pueblo Interagency Dispatch Center (PIDC), as shown in **(Exhibit F)**, particularly covering the following topics:

- STATUS
- AIRCRAFT HIRES
- SELECTION PROCESS
- FLIGHT MANAGEMENT
- FLIGHT FOLLOWING

PIDC will flight follow for all aircraft ordered through them, and following the current Aviation Dispatch Procedures for PIDC shown in **(Exhibit F)**. All other aviation resources dispatched will follow (Acquisition of Services).

- TEMPORARY FLIGHT RESTRICTIONS (TFR)

All TFRs must be requested through PIDC for wildfires or prescribed fires, and following the current Aviation Dispatch Procedures (**Exhibit F**).

## **9.6 Billing Procedures**

Suppression costs will be determined on an operational period basis utilizing the Incident Action Plan (IAP). Sections A and B are included within the discussion of Section E (Wildfire Suppression). Sections C and D will be addressed by the cooperating Agencies as needed.

- A. Non-Reimbursable Items
- B. Reimbursable Items
- C. Wildfire Prevention
- D. Wildfire Readiness
- E. Wildfire Suppression

This section covers the following topics as they relate to Wildfire Suppression: Dispatching; Initial Attack; Mutual Aid; Reinforcements; Aviation; Cost-Share Plan; Out of Jurisdiction Assignments; Billing Procedures; and Resources Rates.

Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state and private lands within Jefferson County. Federal Agencies are ultimately responsible for fire control on their lands within Jefferson County. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Division of Fire Prevention and Control.

The first emergency response Agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional Agency arrives.

When a wildfire exceeds the capability of the Fire Protection District to control or extinguish, the Fire Protection District may request to transfer the responsibility for coordination of fire suppression efforts for the wildfire to the Jefferson County Sheriff. The request to transfer responsibility for coordination of fire suppression efforts for a wildfire will be made in writing between a representative of the Fire Protection District and the Jefferson County Sheriff's Office (Exhibit E). The request will be accompanied by a complexity analysis form completed by the Agency representatives (Exhibit E).

The County Sheriff, his designated officer, or other Agencies may request local state and federal Agencies help with the understanding that the requesting Agency may have to pay for suppression costs incurred by those Agencies. Where authority is transferred to the State the Sheriff and the DFPC Director shall enter into an agreement concerning the transfer of authority

and responsibility for fire suppression and the retention of responsibilities under a unified command structure. The Sheriff will notify the Board of County Commissioners, or their designee, of such requests for assistance when it is anticipated that costs may be incurred.

Wildfire suppression costs will be determined according to mutual aid agreements, formal transfer of command documents, cost-share agreements, or shall be covered as otherwise mutually agreed upon in writing by the county and agency involved.

For Wildland Urban Interface (WUI) fires involving structures, the distribution of costs should be commensurate with values protected. Structure protection costs should be borne whenever possible by the jurisdictional Agency, Department or Fire Protection District in which the structures are located – unless otherwise addressed in a cost-share agreement for the incident. Those Fire Departments and Fire Protection Districts which are supported by tax revenues should not expect reimbursement when performing structural protection duties on an incident within their jurisdictions.

1. DISPATCHING

Dispatch of resources will be handled by the jurisdictional Agencies (Wildfire Suppression Procedures).

2. INITIAL ATTACK

Any costs incurred by assisting Agencies for initial attack during the Mutual Aid Period of a wildfire within Jefferson County, and which were requested by the jurisdictional Agency, shall NOT be considered reimbursable - unless otherwise covered by applicable mutual aid agreements or agreements made on an incident-specific basis. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies.

Any Agency that provides a reasonable initial attack response in another Agency's jurisdictional area when the jurisdictional Agency is unable to respond, may, at its discretion, request reimbursement from the jurisdictional Agency - unless otherwise covered by applicable mutual aid agreements or agreements made on an incident-specific basis. **Initial attack response guidelines are shown in (Suppression Procedures).**

a. Cross-Boundary Fires

When a wildfire occurs on lands of more than one Agency and resource costs are incurred beyond that of local initial attack resources, one of the following options may be used to determine reimbursable costs to the Agencies involved:

- **Each Agency assumes its own costs as expended by it in the fire control effort.**
- **Division of fire costs based upon ownership and acreage percentages.**
- **Some other method mutually agreed upon by Agency Representatives. Such method will be agreed upon in writing as soon as possible after determining that**

**multiple ownerships are involved. See Exhibit R –Cost-Share Principles, and Items to consider when negotiating a Cost-Share Agreement.**

When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the Mutual Aid Period, a cost share agreement shall be prepared and approved by the Agency authority or their designee. The intent is to distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. The Unified Command should draft the cost share agreement prior to fire close out.

b. Special Management Areas

Any costs incurred by assisting Agencies during the Mutual Aid period (approximately 12 hours) of a wildfire within Jefferson County, on lands owned by Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space, may be considered reimbursable by the landowner according to (Special Management Consideration Areas) and **Exhibit S** of this AOP - unless covered specifically in the Reimbursement Guidelines found in **Exhibit S** of this AOP or otherwise covered by applicable intergovernmental agreements or agreements made on an incident-specific basis. **Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies.**

Payments for reimbursable wildfire suppression costs on Special Management Consideration Areas require that DFPC or designee be notified at the time of the fire by the jurisdictional Agency. ***Failure to notify DFPC or designee will jeopardize the opportunity for reimbursement to the responding Agencies.***

3. MUTUAL AID

Mutual Aid is defined in RECITALS section of this AOP and in **(Attachment 1)**. Reimbursement for mutual aid activities between fire departments (and other Agencies) in Jefferson County will be handled as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" for Jefferson County **(Attachment 5)** or any successor agreements as signed by the parties.

4. REINFORCEMENTS

Reinforcements will be ordered and utilized as covered in (Suppression Procedures). Reimbursement for reinforcements, if applicable, will be handled according to the procedures listed below for Extended Attack.

a. Extended Attack

Any costs incurred by assisting Agencies during extended attack (beyond the Mutual Aid Period) on a wildfire in Jefferson County, and which were requested by the jurisdictional Agency, may be considered reimbursable - unless otherwise covered by applicable mutual aid agreements, agreements made on an incident-specific basis, or agreed participation that meets the minimum County commitment under EFF. **Extended attack activities are also subject**

**to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies.**

Cost share agreements shall be prepared when an incident burns across or threatens **Federal** jurisdictional boundaries. The intent is to distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. All cost-share agreements will be subject to review or change over the duration of the incident. **Exhibit R –Cost-Share Principles, and Items to consider when negotiating a Cost-Share Agreement.**

Any costs incurred by assisting agencies for extended attack or beyond the Mutual Aid Period of a wildfire within Jefferson County, on Special Management Consideration Areas, may be considered reimbursable according to **(Exhibit S)** and (Initial Attack Dispatch Levels) - unless covered specifically in the Reimbursement Guidelines found in **Exhibit S** of this AOP or otherwise covered by applicable intergovernmental agreements or agreements made on an incident-specific basis. **Extended attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies.**

Payment for reimbursable wildfire suppression costs on lands within the Special Management Consideration Areas require that DFPC or designee be notified at the time of the fire by the jurisdictional Agency. ***Failure to notify DFPC or designee will jeopardize the opportunity for reimbursement to the responding Agencies.***

5. INTERAGENCY WILDLAND FIRE RESOURCES (Non-Aviation)

Interagency wildland fire resources may be ordered and utilized according to (Dispatching and Resource Order Procedures) of this AOP. Cost reimbursement for interagency wildland fire resources will be handled in one of the following manners:

- according to (Dispatching and Resource Order Process) of this AOP;
- for interagency handcrew use by local non-federal Agencies, as specified in the Wildfire Emergency Response Fund (WERF) DFPC Aviation Program Guidelines procedures established by the DFPC as **(Attachment 4)**;
- as specified in any incident-specific cost-share agreements developed according to (Cross-Boundary Fires);
- as specified in any incident-specific cost-share agreements developed according to Memoranda of Understanding for Colorado Emergency Fire Fund **(Attachment 3)**;
- as specified in any incident-specific cost-share agreements developed by an Incident Management Team, and approved by the jurisdictional Agencies involved under unified command;
- as specified in the current Agreement for Cooperative Wildfire Protection, **(Attachment 1)**; or
- as specified in the current Colorado Statewide Wildfire Management and Stafford Act Response Agreement **(Attachment 2)**

In general, the Agency ordering the interagency wildland fire resources will be responsible for paying for the costs of using these resources. Reimbursement to the ordering Agency from other jurisdictional Agencies will be handled by billing and / or transfer of funds between the Agencies. Payments and requests for reimbursements between Jefferson County and the Federal Agencies will occur through the Division of Fire Prevention and Control, who will coordinate this process.

Jefferson County is required **to notify the DFPC Region FMO or designee via the State Emergency Operation Line at (303) 279-8855 immediately upon ordering any interagency aviation or handcrews through PIDC, if they are requesting the support of the WERF and / or DFPC Aviation Program Funding for the resource's use.** Without such notification, the use of interagency aviation or handcrews may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson Creek County (Attachment 1 of this AOP). Jefferson County Sheriff's Office will notify the DFPC Region FMO or designee via the State Emergency Operations Line at (303) 279-8855, as soon as possible, whenever the County orders interagency wildland fire resources.

## 6. AVIATION

Aviation resources will be ordered and utilized according to (Aviation Procedures) of this AOP. Cost reimbursement for aviation resources will be handled in one of the following manners:

- according to (Aviation Procedures) of this AOP;
- according to (Dispatching and Resource Order Process) of this AOP;
- for interagency handcrew use by local non-federal Agencies, as specified in the Wildfire Emergency Response Fund (WERF) and / or DFPC Aviation Funding Program Guidelines procedures established by the DFPC as **(Attachment 4)**;
- as specified in any incident-specific cost-share agreements developed according to (Cross-Boundary Fires);
- as specified in any incident-specific cost-share agreements developed according to Memoranda of Understanding for Colorado Emergency Fire Fund **(Attachment 3)**;
- as specified in any incident-specific cost-share agreements developed by an Incident Management Team, and approved by the jurisdictional Agencies involved under unified command;
- as specified in the current Agreement for Cooperative Wildfire Protection, **(Attachment 1)**; or
- as specified in the current Colorado Statewide Wildfire Management and Stafford Act Response Agreement **(Attachment 2)**

In general, the Agency ordering the aviation resources will be responsible for paying for the costs of using these resources. Reimbursement to the ordering Agency from other jurisdictional Agencies will be handled by billing and / or transfer of funds between the Agencies. Payments and requests for reimbursements between Jefferson County and the Federal Agencies will occur through the Division of Fire Prevention and Control, who will coordinate this process.

Jefferson County is required to **notify the DFPC Region FMO or designee via the State Emergency Operations line at (303) 279-8855 immediately upon ordering any aviation resources through PIDC, if they are requesting the support of the WERF and / or DFPC Aviation Funding Program Guidelines for the resource's use.** Without such notification, any aerial resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson Creek County (Attachment 1). Jefferson County Sheriff's Office will notify the DFPC Region FMO or designee, as soon as possible, whenever the county orders aircraft assistance via the State Emergency Operations Line (303) 279-8855.

## 7. COST-SHARE PLAN

**EFF Fires** – When fire control duty is assumed by the State, the Cost Share Principles agreed to by State and federal Agencies will apply (**Exhibit R**).

**Non-EFF Fires** - When a wildfire occurs on lands of more than one Agency and costs are incurred in addition to the initial attack, reimbursement will be made according to a cost-share plan following the guidelines in (Cross-Boundary Fires).

## 8. OUT-OF-JURISDICTION ASSIGNMENTS

Equipment and personnel will not be dispatched outside of Jefferson County on an interagency assignment without prior agreement as to compensation, such as a Cooperative Resource Rate Form (CRRF) with the Division of Fire Prevention and Control. Ordering and utilization of local resources for out-of-jurisdiction assignments will follow procedures in (Out-of-Jurisdiction Assignments). Reimbursement will follow procedures in (Cost Reimbursement)

## 9. BILLING & REIMBURSEMENT PROCEDURES

Payment for all costs on reimbursable fires either to or by the county, fire protection districts, or volunteer fire departments, shall be coordinated through the DFPC Fire Billing Office, unless otherwise specified in other intergovernmental agreements, cost share agreements or other agreements made on an incident specific basis and agreed to by all Agencies. This especially applies to fires that go beyond the first burning period before being declared contained or controlled.

### a. Out-of-Jurisdiction Assignments

All reimbursement requests for fire costs that go through DFPC will have invoices sent to the DFPC Fire Billing located at the Fort Collins Office **within 30 days after incident resources are released.** The DFPC Fire Billing Office will attempt to make payment as soon as possible after receiving the invoice. Invoices are required to have proper documentation supporting expenses before the process for payment can be completed. **Contact the DFPC Region FMO or designee for the most current information concerning formats and documentation requirements for reimbursement requests.**

### b. Special Management Areas

All reimbursement requests for fire costs that go through DFPC will have documentation sent to the DFPC Fire Billing Office within **30 days after incident resources are released**. DFPC will recommend reimbursement payment from the land Agency to the responding Agencies, according to (Special Management Consideration Areas)– unless covered specifically in the Reimbursement Guidelines found in **Exhibit S** of this AOP or otherwise covered by applicable intergovernmental agreements or agreements made on an incident-specific basis.

Payments for reimbursable wildfire suppression costs on Special Management Consideration Areas require that DFPC or designee be notified at the time of the fire by the jurisdictional Agency. ***Failure to notify DFPC or designee will jeopardize the opportunity for reimbursement to the responding Agencies.***

#### 10. RESOURCE USE RATES

Resource rates for Jefferson County cooperators will be developed and documented on the Cooperative Resource Rates Form (CRRF). Procedures specific to the CRRF are shown in (Cost Reimbursement). The following sections refer to resource rates not covered specifically within the CRRFs.

##### a. Personnel

The salary and wages of regular local, state, and federal fire personnel shall be at the actual cost to the assisting Agency for work time from the time of departure until return to official station, including overtime. It is suggested that **USDA / USDI Fire Time Sheets, Optional Form 288**, as revised, be used for reimbursement. (Special instructions for use of this form on non-Federal wildfires may exist. Check with the Time-Keeping Officer at the incident.)

##### b. Equipment

Unless other arrangements have been previously made (current Cooperative Resource Rate Forms), the assisting Agency will be reimbursed by the jurisdictional Agency for the use of Agency-owned equipment at the current state or federal rates, or at the current contractor rate as shown in the Interagency Incident Business Management Handbook. Such rates shall cover operation, repair, and depreciation. Reimbursement for hired equipment shall be at the actual cost of the equipment hired for the fire by the assisting Agency. Approval for the use of heavy equipment, such as dozers, must be obtained from the jurisdictional Agency or in accord with section 7.4 of this AOP for Special Management Areas. Reimbursement documentation should be completed on **USDA / USDI Emergency Equipment Use Invoice, Optional Form 286**, as revised.

##### c. Supplies and Material

The jurisdictional Agency will reimburse the assisting Agency for the actual costs of supplies and materials used for the fire effort.

Any damages incurred on the incident must be documented on **Form SF 95; Claims for Damage, Injury Or Death**, as revised, or a similar format. Claims for damages must be

submitted at the time of the incident to the jurisdictional Agency (or through the Incident Management Team - Finance Section).

d. Reimbursement Verification

All reimbursements need approval by the billing Agency representative before submission. Each billing should have the incident name, date, and location noted. All requests for reimbursement should be accompanied by the Agency incident report and submitted within 30 days following the incident. **Contact the DFPC Region FMO or designee for the most current information concerning formats and documentation requirements for reimbursement requests.**

e. Payment for DFPC Agreement Vehicles

Payment for Division of Fire Prevention and Control Agreement Vehicles on loan to fire protection districts or assigned to the local DFPC, and which are used on federal or other reimbursable wildfires, **must** be made to DFPC.

These vehicles will be reimbursed at the rates established annually by DFPC.

11. COOPERATIVE RESOURCE RATES FORM (CRRF)

The Cooperative Resource Rate Form (CRRF) is not a stand-alone document. It is an attachment to this Annual Operating Plan, and documents Cooperator resource costs and conditions, should use of these resources by another Agency become necessary. When the CRRF form is used, local fire Agencies are considered a Cooperator by agreement, and not a contractor. As an attachment to this Annual Operating Plan, linkage is provided through agreements with DFPC to the current COLORADO STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT (Attachment 2).

Use rates for VFD, FPD, county, and municipal fire departments are pre-determined on the CRRF forms. **Rates must be approved by DFPC prior to reimbursable use of these resources.** Contact the DFPC for the most current information concerning development and documentation of appropriate rates for cooperator resources. Included in **(Exhibit O)** of the Jefferson County AOP are guidelines for completing the CRRF and additional information about reimbursement documentation and requests.

DFPC will receive and review all CRRF's for local cooperator resources. **If the CRRFs are approved by DFPC, the CRRFs will become part of the county AOP for the period shown on the forms.** If the CRRFs are not approved by DFPC, the forms will be returned to the cooperator along with an explanation on why the rates were deemed unacceptable.

DFPC will forward copies of all approved CRRFs for Jefferson County resources to the Jefferson County Sheriff's Office and Interagency Dispatch Centers. Copies of approved CRRFs forms will be included in the applicable county AOPs **(Exhibit O)**. CRRFs submitted to DFPC, after the county AOP has been approved, will be distributed to the participating Agencies as other updates to the AOPs are prepared, or on a monthly basis as appropriate.

## 9.7 Cost Recovery

N/A (Covered in previous sections)

## 10.0 GENERAL PROVISIONS

### A. Effective

***This operating plan shall remain in effect to the extent that it does not conflict with the provisions of the new COLORADO STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT.***

**NOTE:** Informational copies of this Annual Operating Plan shall be sent by the Division of Fire Prevention and Control (DFPC) to the USDA Forest Service (Clear Creek Ranger District, Arapaho-Roosevelt National Forest; South Platte Ranger District, Pike-San Isabel National Forest) and the USDI Bureau of Land Management, Canon City District. Informational copies of this Annual Operating Plan shall be sent by the Jefferson County Sheriff's Office to all Wildland Fire Departments within Jefferson County.

The authority and format of this instrument has been reviewed and approved for signature.

### B. IDENTIFICATION OF THE JURISDICTIONS/PARTICIPANTS TO THE PLAN

The following participants in this AOP agree to coordinate their wildfire protection activities as outlined herein:

- Division of Fire Prevention and Control
- Jefferson County Sheriff
- Board of County Commissioners, Jefferson County, Colorado
- Forest Service, USDA, Pike-San Isabel National Forest
- Forest Service, USDA, Arapaho-Roosevelt National Forest
- U. S. Fish & Wildlife Service, USDI
- Jefferson County Fire Protection District Representative (indicating concurrence of Jefferson County Fire Departments)

### C. Requirements

This plan fulfills requirements in the latest "COLORADO STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT" between the State of Colorado and the USDA Forest Service, USDI National Park Service, Bureau of Land Management, Bureau of Indian Affairs, and Fish and Wildlife Service.

This Plan fulfills the "Agreement for Cooperative Wildfire Protection" between Jefferson County and the State of Colorado, and hereby becomes part of that agreement as **(Attachment 1)**.

This plan fulfills the "Memoranda of Understanding for the Participation in the Colorado Emergency Fire Fund" between the State of Colorado and Jefferson County **(Attachment 3)**.

## **10.1 Personnel Policy**

N/A (Refer to Jurisdiction Having Authority policies)

## **10.2 Modification**

### **A. Resolution of Disputes Procedure**

Any and all disputes will be resolved by a meeting of all cooperating Agency representatives signatory to this agreement. When a dispute is determined to exist, the DFPC Region FMO will call a meeting of all parties to resolve the problem.

## **10.3 Annual Review**

### **A. Periodic Program Reviews**

Federal Agencies, DFPC and Jefferson County review fire programs annually. Changes that affect interagency cooperation through this plan will be brought to the attention of all participants as they are made.

### **B. Annual Updating of the Plan**

This operating plan must be reviewed annually. If no changes are made, a statement letter with signatures of all parties to this AOP will be distributed. It is the intent of the parties to this AOP to conduct the review on or before April 1st by participating Agency representatives. The Jefferson County Sheriff's Office (JCSO) will be responsible for setting date, time and location of these meetings. The JCSO will also be responsible for providing letter updates to the primary participants.

The Jefferson County Sheriff's Office and DFPC Region FMO will jointly develop the AOP. The Jefferson County Sheriff's Office will be responsible for preparing copies of the Annual Operating Plan for distribution. The DFPC will be responsible for distributing copies of the AOP to the USFS, BLM, USFWS, and Interagency Dispatch Centers. The Jefferson County Sheriff's Office will distribute copies of the AOP to Jefferson County fire Agencies and cooperators.

This plan becomes effective on the date signed by the last Agency and shall remain in effect until terminated in writing by the parties involved, or until this plan expires as described under Plan Approval.

### **C. Changes During the Year (due to budget cuts or supplemental funding)**

In the event that any participant of this plan has a policy or other change that affects any part of this plan, those changes will be brought to the attention of the DFPC Region FMO. DFPC will then distribute proposed changes to the plan to all other participants for their review and approval.

Exhibits that are updated throughout the year will be copied and distributed by the Jefferson County Sheriff's Office and DFPC Region FMO to all parties that maintain a copy of the AOP.

#### **10.4 Duration of Agreement**

The parties below agree to the procedures contained in this Annual Fire Operating Plan to be effective on the dates shown through May 1, 2017.

#### **10.5 Previous Agreements Superseded**

Effective upon execution this AOP supersedes and replaces all previous AOPs or other fire plans affecting the parties to this AOP.

**11.0 SIGNATURES**

Authorized Representatives

**JEFFERSON COUNTY SIGNATURES**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Click here to enter text.  
*Printed Name*

County Sheriff  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Click here to enter text.  
*Printed Name*

County Commissioner  
*Title*

**COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Travis Griffin  
*Printed Name*

Regional Fire Management Officer  
*Title*

**JEFFERSON COUNTY FIRE PROTECTION DISTRICT REPRESENTATIVE  
CONCURRENCE SIGNATURE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Allen Fletcher  
*Printed Name*

Representative Fire Chief  
*Title*

## FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

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*Signature*

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*Date*

Click here to enter text.

*Printed Name*

Click here to enter text.

*Title*

Click here to enter text.

*Federal Agency, Unit*

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*Signature*

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*Date*

Click here to enter text.

*Printed Name*

Click here to enter text.

*Title*

Click here to enter text.

*Federal Agency, Unit*

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*Signature*

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*Date*

Click here to enter text.

*Printed Name*

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*Title*

Click here to enter text.

*Federal Agency, Unit*

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*Signature*

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*Date*

Click here to enter text.

*Printed Name*

Click here to enter text.

*Title*

Click here to enter text.

*Federal Agency, Unit*

**Board of County Commissioners  
Quarterly Parks Update  
April 26, 2016**

**ITEMS FOR BOARD CONSIDERATION / ACTION**

**1. Ken-Caryl Ranch Water and Sanitation District Agreements JCOS15-10, Attachment A**

In connection with planned improvements to the Ken-Caryl Ranch Metropolitan District (Metro District) Community Center tennis courts, the Metro District has requested that the County amend Ken-Caryl Water and Sanitation District (Water and Sanitation District) utility easement rights to authorize existing and proposed Community Center structures that encroach onto the easement property.

The JCOS Advisory Committee and staff recommend approving an amendment to the Water and Sanitation District easement rights to address the encroachments.

**2. South Table Mountain Park – Agreements, Attachments B, C & D  
JCOS Advisory Committee Resolution #16-03**

Jeffco Open Space is developing a public trail connection between Denver West Circle and South Table Mountain Park. The trail would include a segment through a residential development adjoining Denver West where the County holds a Trail Easement. The trail would then continue through properties owned by Dianne Sedita and The Consolidated Mutual Water Company (Consolidated Mutual). The trail on the Sedita and Consolidated Mutual properties would be on the abandoned Welch Ditch maintenance road.

Sedita Trail OS10-26, Attachment C

To develop the trail on the Sedita property, JCOS Advisory Committee and staff recommend the purchase of fee and trail easement interests on approximately 0.13 acres of the Sedita property for \$30,000.

Golden Canal and Reservoir Company (Welch Ditch) JCOS16-06, Attachment D

Although the Golden Canal and Reservoir Company (Ditch Company) no longer diverts water through the Welch Ditch in this area, it has not formally abandoned its prescriptive easement for the Ditch and maintenance road. In order to develop the trail on the Ditch maintenance road, staff will negotiate the requisite documents with the Ditch Company to terminate its interest in the portions of the Welch Ditch on the Sedita and Consolidated Mutual properties.

In addition, to facilitate the development of public trails on other segments of the Welch Ditch maintenance road in South Table Mountain Park, Jeffco Open Space will also request the Ditch Company terminate its interests on the segments of the Ditch depicted on attachment D.

The JCOS Advisory Committee and staff recommend that the County enter into the requisite documents to terminate the Golden Canal and Reservoir Company's interest in portions of the Welch Ditch to facilitate the development of trails in South Table Mountain Park.

**3. City of Lakewood O'Kane Park – Reverter Exchange JCOS15-12, Attachments E & F  
JCOS Advisory Committee Resolution #16-04**

In order to facilitate a roadway and utility project along 1<sup>st</sup> Avenue, the City of Lakewood has requested that the County release the Open Space Reverter on approximately 1.36 acres. The County funded the purchase of approximately 0.33 acres of the 1.36 acres. In exchange for the release of the Reverter, Lakewood will transfer to Jefferson County approximately 0.55 acres within the Washington Heights Park. The County will then convey the property to Lakewood with the Open Space Reverter.

The JCOS Advisory Committee and staff recommend the Open Space Reverter exchange with the City of Lakewood.

**4. Clear Creek Canyon Park – Peaks to Plains (P2P) Trail, Attachments G, H, I & J  
JCOS Advisory Committee Resolution #16-05**

CDOT Mayhem Gulch Parking Expansion JCOS16-02, Attachment H

Because the County is about to open the P2P Trail and anticipates an increase in visitor use, Proposal JCOS16-02 involves a new lease area on the Colorado Department of Transportation (CDOT) property of approximately 7 acres. The existing Mayhem Gulch trailhead for Centennial Cone Park is approximately 1.3 acres and is located on CDOT property. The new lease with CDOT will allow for an additional 50 parking spaces.

Big Easy Land Exchange JCOS16-03, Attachment I

With the anticipated increase in visitor use and the need for more Park improvements, proposal JCOS16-03 involves an exchange between CDOT and Jefferson County. A portion of US Highway 6 will shift 100 feet to the north, onto approximately 1.09 acres of County property. The area of CDOT property, approximately 1.23 acres that will be deeded to the County for a trailhead in the P2P Trail Big Easy recreation area and Centennial Cone Park. Currently, approximately 200 feet of the existing trail is on CDOT property. This exchange will place this entire trail segment and all proposed Park improvements on County-owned property.

CDOT Land Exchange JCOS16-08, Attachment J

As part of this project, JCOS asked about possible needs that CDOT might have. A CDOT boundary survey for US Highway 6 revealed that a segment of the existing US Highway 6, located approximately 5 miles east of the Big Easy, is on County Open Space property. Proposal JCOS16-08 involves a request from CDOT for a land exchange of approximately 4 acres of County property for approximately 4 acres of CDOT property that will place this segment of US Highway 6 into CDOT ownership.

To facilitate Park improvements along the Clear Creek Canyon Park P2P Trail, the JCOS Advisory Committee and staff recommend the lease and land exchanges with CDOT.

**5. Clear Creek Canyon Park – Peaks to Plains (P2P) Trail, Attachments K, L & M**

P2P Trail Contract Amendment for JC-4 Construction, Attachment K

The County entered into a contract with Concrete Express, Inc. to design and build the P2P Trail in 2013, through Board Resolutions #CC13-201 and #CC13-420. This contract has since been amended with Board Resolutions #CC15-236 and #CC15-476.

Staff recommends proceeding with this final contract amendment for construction of the JC-4 trail segment, as shown on attachment K, at an estimated cost of \$4,700,000. This contract amendment was discussed in the November 24, 2015, Update to the Board. Additionally, this contract amendment includes approximately \$75,000 for construction of the expanded parking at the Mayhem Gulch Trailhead and approximately \$535,000 for mitigation of the Preble's Meadow Jumping Mouse.

P2P Trail Contract with CDOT, Attachment L

Construction of the new trailhead at the Big Easy requires moving a cell tower and one fiber optic line owned by Crown Castle and one fiber optic line owned by the Colorado Department of Transportation (CDOT). This infrastructure is governed by an Agreement between Crown Castle and CDOT, which addresses the financial obligations of CDOT and Crown Castle for the relocation of infrastructure. Under the Agreement CDOT is responsible for 33% of relocation costs. CDOT, Crown Castle, and the County will contractually formalize the County paying for CDOT's 33% share of the costs for relocating the cell tower and fiber optic lines.

P2P Trail Maintenance IGA with Clear Creek County, Attachment M

When the P2P Trail opens this summer, the County will be providing and billing Clear Creek County for maintenance services for their section of trail through an IGA. This IGA will detail the terms, costs and payment schedule for these services.

**6. Mount Galbraith Park - Hall Dam Improvements, Attachment N**

On September 11, 2012, the Colorado Department of Natural Resources, Division of Water Resources, completed a dam safety inspection of the Hall Dam in Mount Galbraith Park. This inspection detailed actions required to improve the condition and safety of the structure. It also included options to remove the dam, modify the dam to meet state requirements or modify the dam so that it no longer falls within state oversight (non-jurisdictional).

Jeffco Open Space hired Muller Engineering to look at the costs and benefits of these options and provide the background necessary to choose an alternative. The decision has been made to remove the dam due to the fact that maintaining a dam is not something that JCOS does on a regular basis, the lack of future maintenance costs with this option, the similar upfront cost to lowering the dam and the desire to return the area to a more natural state. Muller Engineering estimated the cost of

this work to be \$500,000. A Request for Proposal will be prepared for a design-build team to be hired to complete the design and construction of this project.

Staff anticipates having a contract for Board of County Commissioner review in the coming months.

**7. Deer Creek Canyon Park – Black Bear Trail Fence Installation, Attachment O**

As part of the Black Bear Trail construction, it is necessary to install approximately 3,100 linear feet of chain link fence, according to the easement with Lockheed Martin, at an estimated cost of \$125,000. A Request for Proposal will be issued this spring.

Staff anticipates having a contract for Board of County Commissioner review in the coming months.

**8. Parks Cost Recovery & Fee Assessment Study, Attachments P, Q & R**

The Parks Department has contracted with GreenPlay to undertake a comprehensive cost recovery and fee assessment model. This study will result in an established, consistent method across the four Divisions to set fees for specific services that are provided to our visitors. By using a pyramid model, ranging from overall community benefit to a highly individualized benefit, respective fees can be equitably established.

The study will include a public involvement process with a series of meetings to occur in May. This will include categories of services, costs involved to provide those services and corresponding fee philosophies based upon the fee pyramid model. It is anticipated that the study will conclude in June 2016, in order to be implemented for the 2017 budget.

The schedule for community meetings and Board Briefings on this assessment is shown on attachment P.

**9. Rocky Mountain Greenway Federal Lands Access Program (FLAP) Grant Application, Attachments S & T**

Jeffco Open Space and six partners: Arvada, Westminster, Broomfield, City of Boulder, Boulder County and Superior, would like to pursue a grant through the Federal Highway Administration (FHWA) Federal Lands Access Program (FLAP) to advance the 100-mile-long Rocky Mountain Greenway connecting the Rocky Mountain Arsenal to Rocky Mountain National Park.

The grant would fund a grade separated crossing for Indiana Street and the Jefferson Parkway, and two grade separated crossings for Highway 128, one as a wildlife underpass. Design and construction are anticipated to be completed over the next 3-5 years.

The total project cost is approximately \$6.5 million. The cash match is 17.21%, or approximately \$1,119,000 of the total project cost. It is anticipated that by early May the partner agencies will consider resolutions or letters supporting pursuit of the FLAP grant and outlining cost share commitments. The County has proposed that its partners provide a total of \$900,514 towards the cash match with a Jeffco Open Space cost share of approximately \$219,000. The County's pursuit of the FLAP grant is contingent upon partner cost share as outlined above.

This FLAP Grant application is due on May 20, 2016, therefore a Board Resolution will need to be considered in the next few weeks.

**10. Great Outdoors Colorado (GOCO) Connect Initiative Grant Application – Peaks to Plains (P2P) Trail, Mouth of Clear Creek Canyon Segment, Attachment U**

Jeffco Open Space (JCOS) has been asked to submit a grant application for the P2P Trail at the mouth of Clear Creek Canyon. GOCO received 18 concept papers for projects totaling \$23.5 million. The GOCO board voted on April 7<sup>th</sup> to invite nine projects to submit applications totaling \$16 million.

The JCOS submittal is for a 1.5-mile trail section, with one or two bridges, two parking areas and trail connections to over 84 miles of trail at the mouth of the Canyon. The estimated project cost is \$8 million. The maximum grant award is \$2 million with the remainder to be cost shared with partners and pursuit of additional match grants with no more than \$5 million committed by JCOS.

GOCO Connect grant applications will be due August 1<sup>st</sup>, therefore a Board Resolution will need to be considered, with awards anticipated in October.

**11. Open Space Limited Term Employees (LTEs)**

In January 2016, the Board approved 12 JCOS LTEs to allow adequate staffing for field season needs. Since that time, we have restructured our Natural Resources group with generalist roles to an Ecological Services Team with specialist roles. This group currently has two FTE vacancies that we would like to defer filling until we get a new supervisor hired for this Team. In order to fill this gap, we are requesting authorization to add one additional LTE. The cost for this position would be covered with our existing 2016 salaries budget.

**ITEMS OF INTEREST**

**12. Jeffco Fair & Festival Update**

The new Jeffco Fair & Festival will be held August 11-14, 2016, at the Jefferson County Fairgrounds. Jefferson County residents will learn about its newest signature event later this month. We will invite them to join us this summer to celebrate the past, present and future of Jefferson County with immersive, educational and entertaining experiences for all ages. We would like to share updates and receive feedback from the Board on this exciting and uniquely Jeffco event.

### **13. Jeffco Public Shooting Range (JPSR) Update**

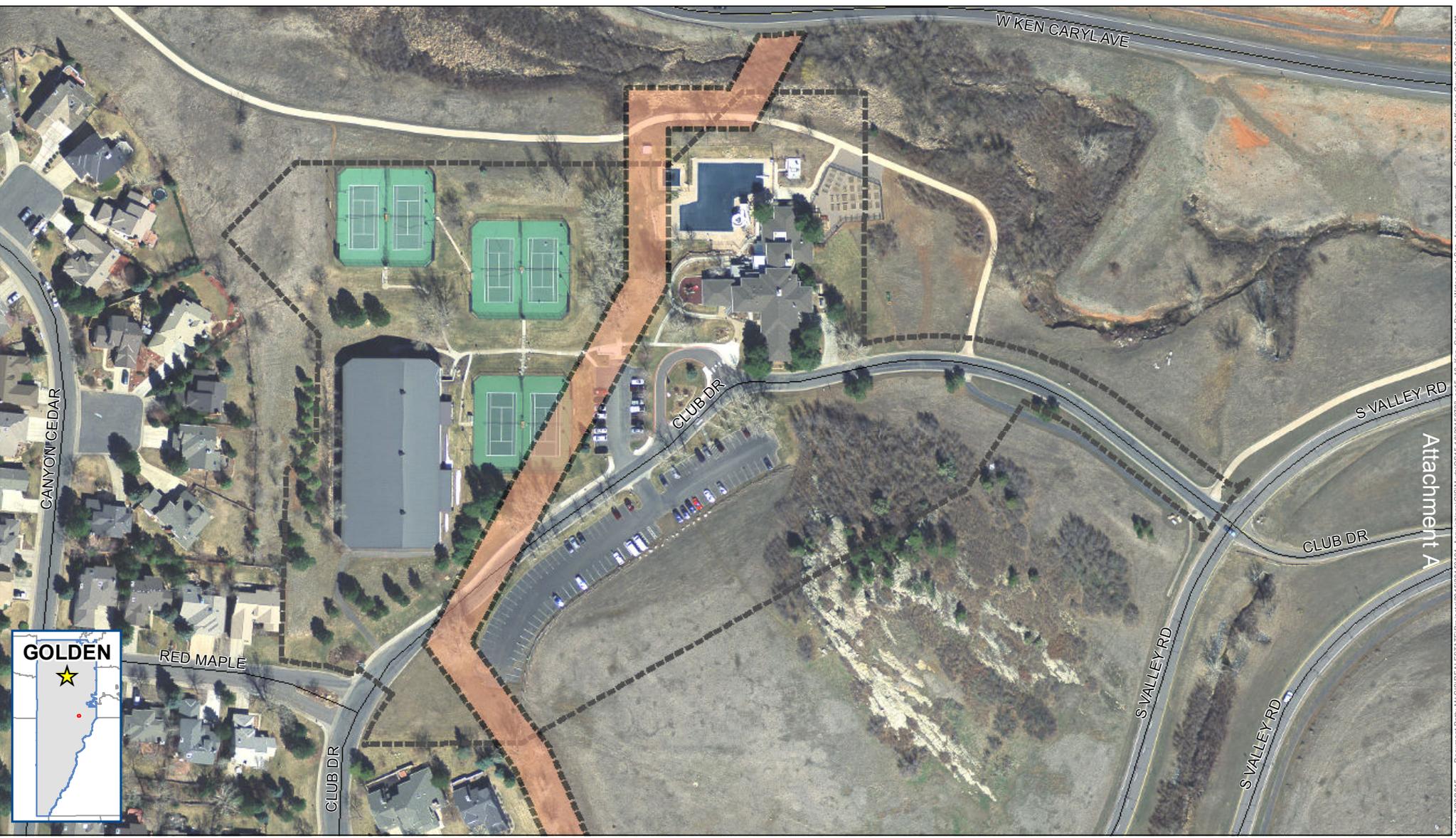
Last month the Board was briefed on a consulting contract with AECOM for a noise study and conceptual design for the Arvada Blunn/Pioneer site. This portion of the JPSR has started with a site visit and coordination meeting with AECOM, the City of Arvada and JCOS.

The noise study will be performed later this month or in early May depending on weather and site conditions. Subsequent to the noise study JCOS will host two community meetings in mid-May and mid-June to review the noise study results, conceptual designs, answer questions and gather community feedback. Following these meetings recommendations will be brought to the Board and Arvada City Council in late June.

At this point, we are developing a specific schedule with dates, times and locations for the various meetings. Once that is completed it will be sent to the Board and all other stakeholders. This portion of the process is scheduled to be completed in late June/early July.

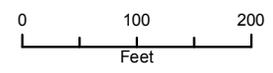
## **PARKS QUARTERLY MANAGEMENT REPORT, Attachment V**

The 2016 Jeffco Parks first quarter report is attached for your review.



-  Ken Caryl Ranch Water & Sanitation District Easement
-  JCOS/Community Center Boundary
-  Local Road

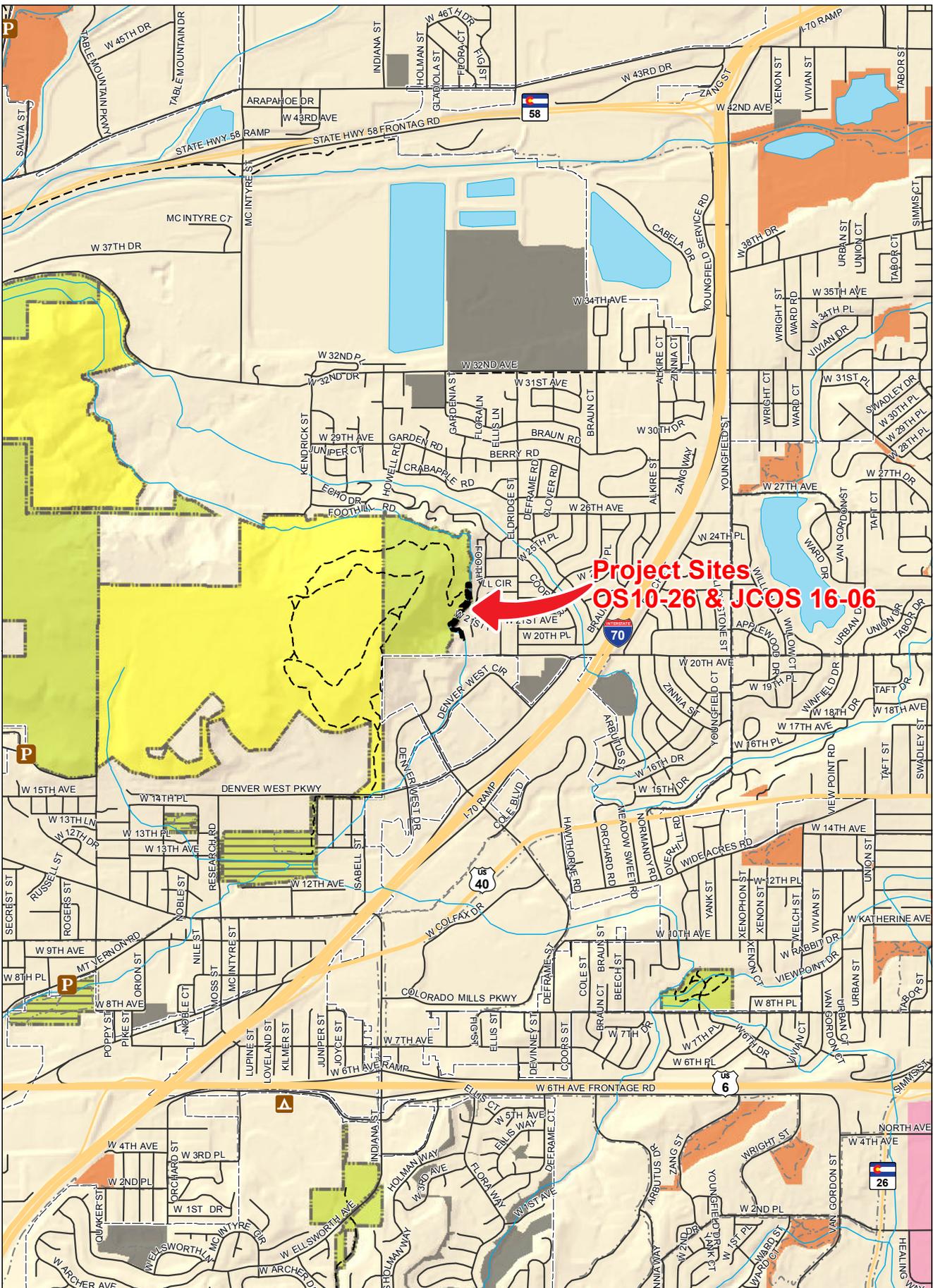
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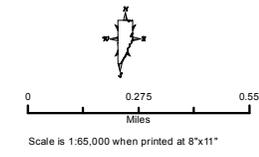
Last Revised 7/23/2015

Date: 7/23/2015  
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 Created by: Jefferson County Open Space



- ■ ■ Project Site
- ▲ Campground
- P Parking
- 📷 Scenic View
- Interstate Highway
- U.S. Highway
- State Highway
- Other Major Road
- Local Road
- - - Jeffco OS Managed Trails
- - - Other Trail
- ▨ Jeffco Open Space Owned
- ▨ Jeffco Open Space Conservation Easement
- ▨ Leased to Jeffco Open Space
- ▨ (Private Conservation)
- ▨ (State) Colorado State Land Base
- ▨ (Non-Government Organization) Denver Water Board
- ▨ Other City Land
- ▨ (City) Denver Mountain Park

**Project Sites  
OS10-26 & JCOS 16-06**



Last Revised 2/24/2016

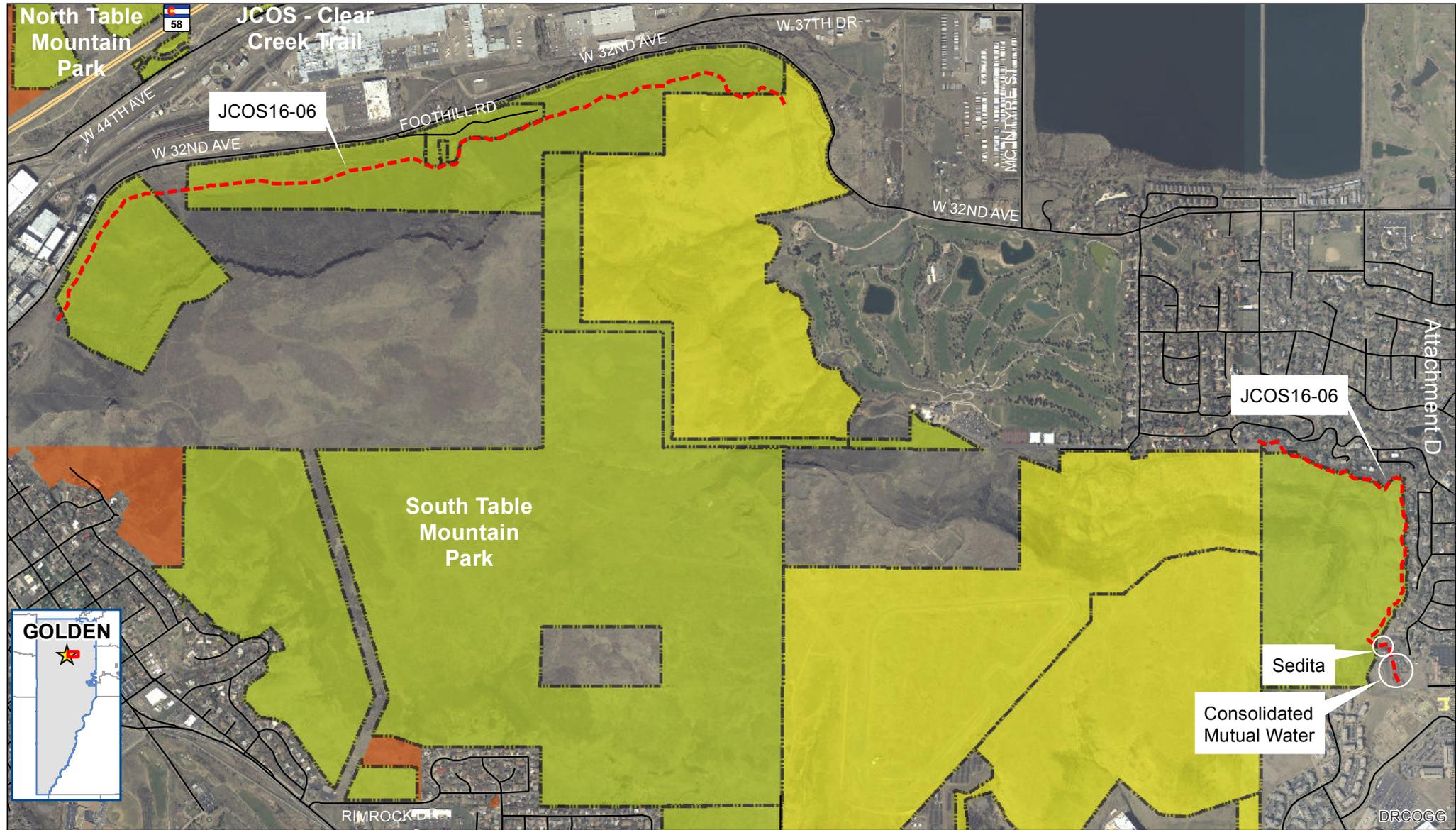


Data Sources: USGS, Jeffco ITS, Jeffco Open Space, NHD, CDOT  
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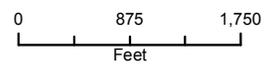
# South Table Mountain

Golden Canal & Reservoir Company (Welch Ditch)



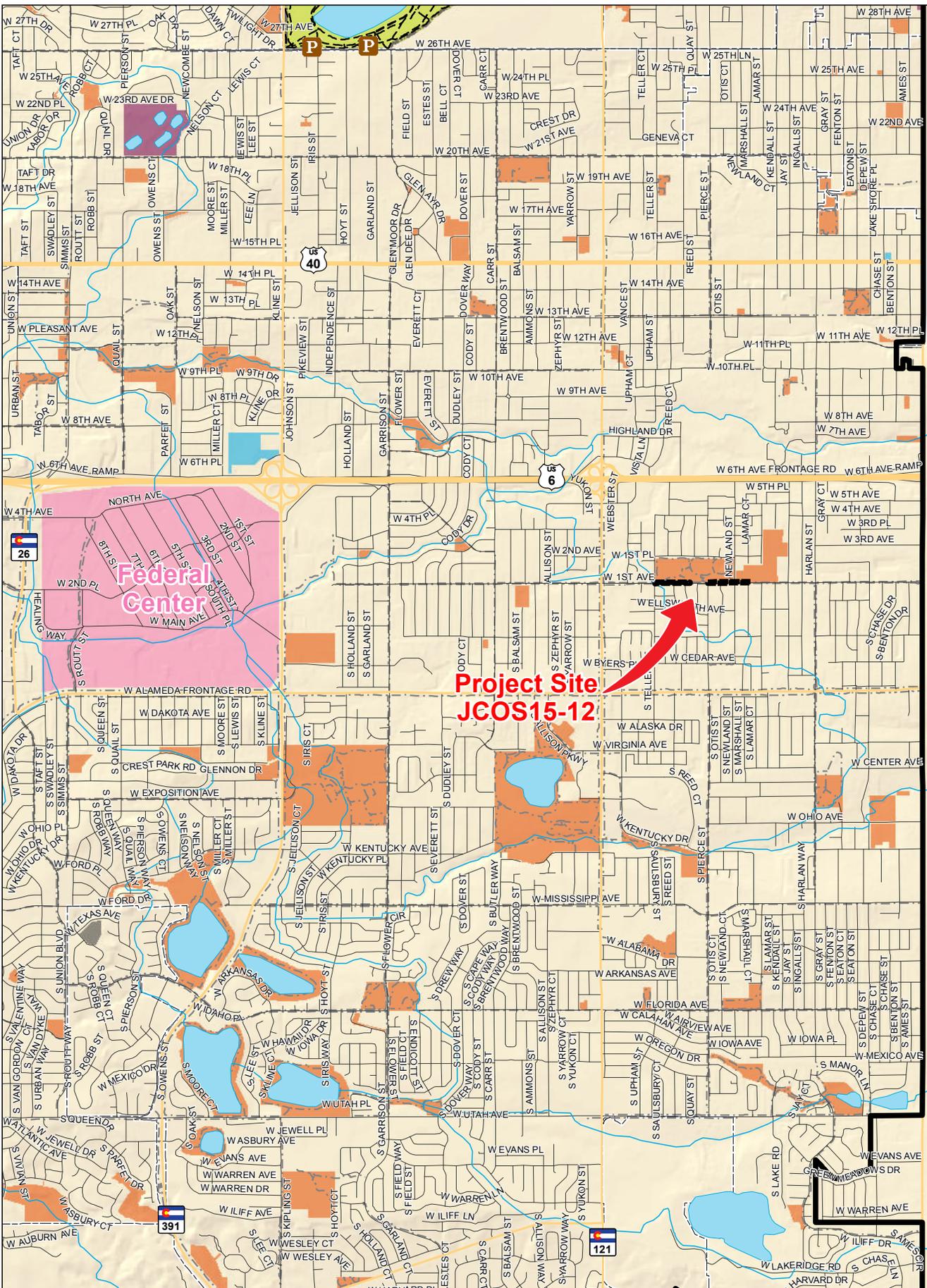
- Proposed Welch Ditch Trail
- State Highway
- Local Road
- Jeffco Open Space
- City of Golden
- JCOS Conservation Easement
- Prospect Rec. District

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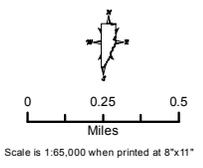
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Last Revised 4/14/2016

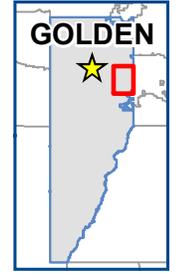


- ■ ■ Project Site
- ▲ Campground
- P Parking
- Scenic View
- Interstate Highway
- U.S. Highway
- State Highway
- Other Major Road
- Local Road
- Jeffco OS Managed Trails
- Other Trail
- Jeffco Open Space Owned
- Jeffco Open Space Conservation Easement
- Leased to Jeffco Open Space
- (Private Conservation)
- Other City Land
- (Non-Government Organization) Denver Water Board
- (Federal) Other (DOI, Prisons or MISC)

**Project Site  
JCOS15-12**



Last Revised 3/30/2016

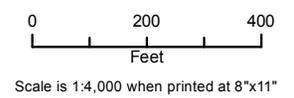


Data Sources: USGS, Jeffco ITS, Jeffco Open Space, NHD, CDOT  
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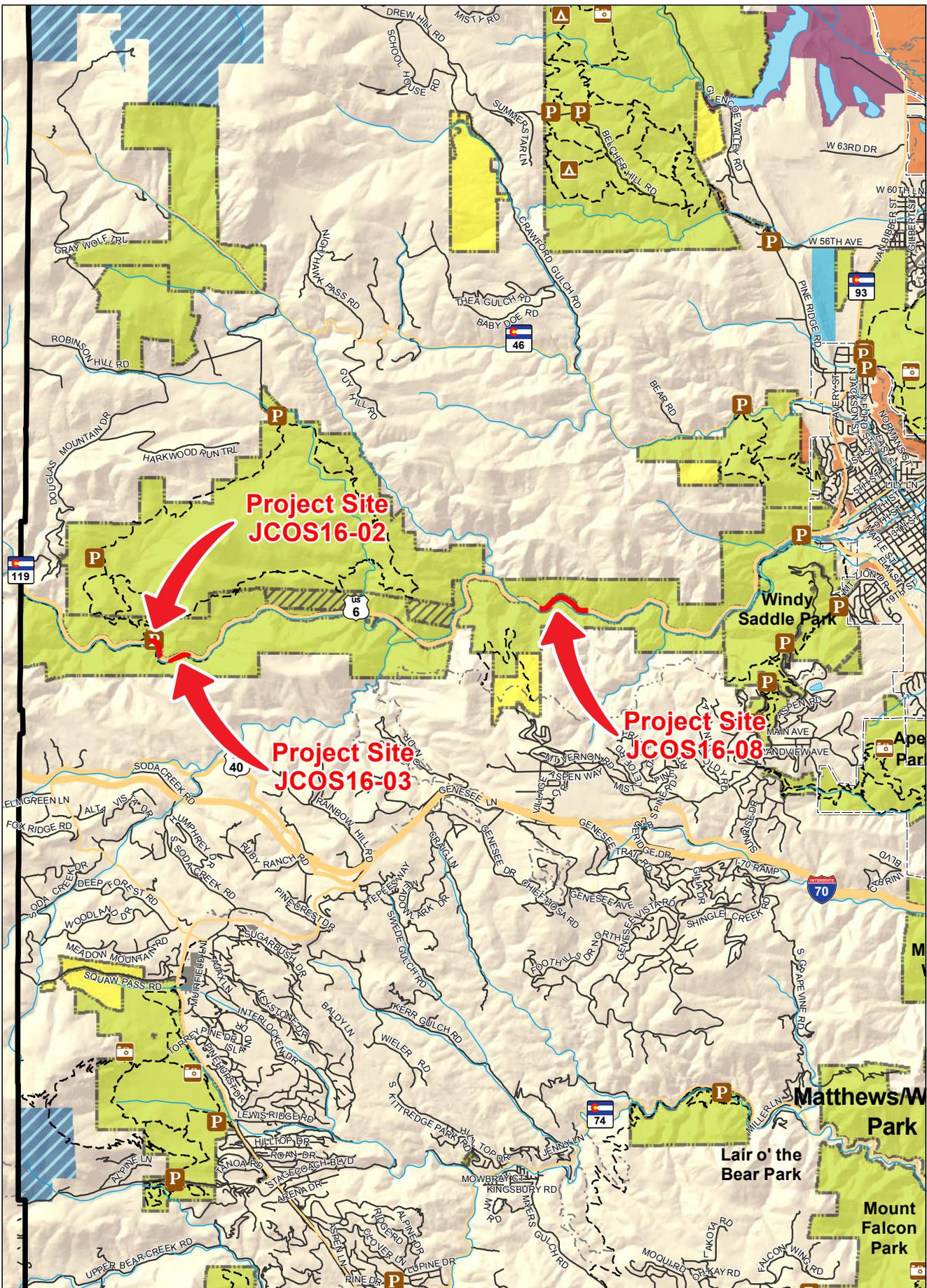
-  Reverter parcels
-  Exchange parcel
-  Local Road
-  City of Lakewood - O'Kane/Washington Heights Park

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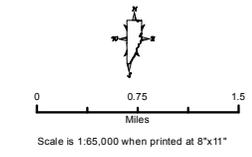


Last Revised 3/29/2016

Attachment F  
DRCOGG  
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Created by: Jefferson County Open Space

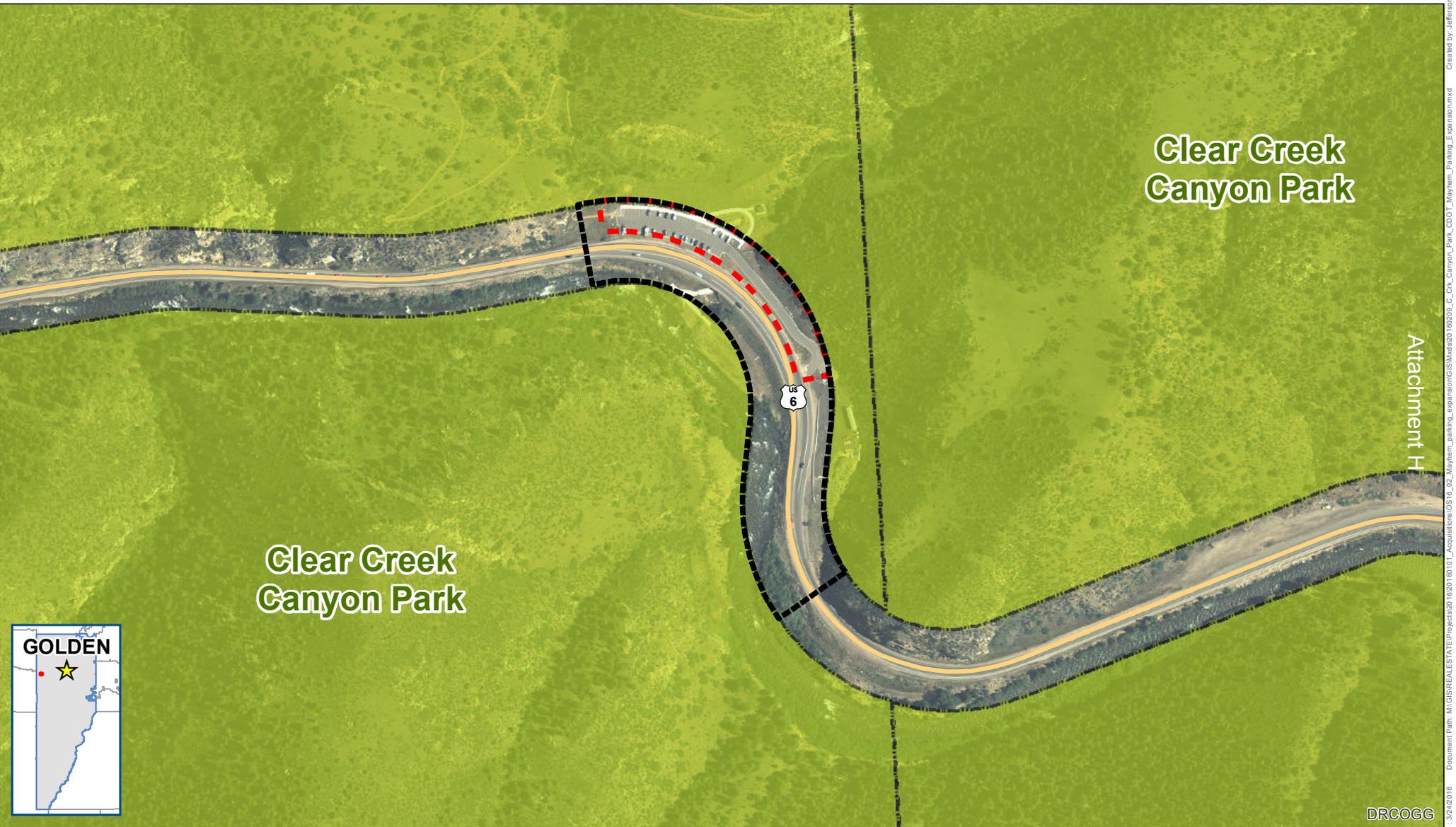


- ■ ■ Project Site
- ▲ Campground
- P Parking
- 📷 Scenic View
- Interstate Highway
- U.S. Highway
- State Highway
- Other Major Road
- Local Road
- - - Jeffco OS Managed Trails
- - - Other Trail
- ▨ Jeffco Open Space Owned
- ▨ Jeffco Open Space Conservation Easement
- ▨ Leased to Jeffco Open Space
- ▨ (Private) Conservation
- ▨ (State) Colorado State Land Base
- ▨ (Non-Government Organization) Denver Water Board
- ▨ Other City Land
- ▨ (City) Denver Mountain Park



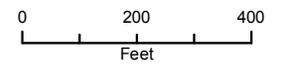
Last Revised 3/29/2016





-  Proposed New Lease
-  Current Lease
-  State Highway
-  Jeffco Open Space

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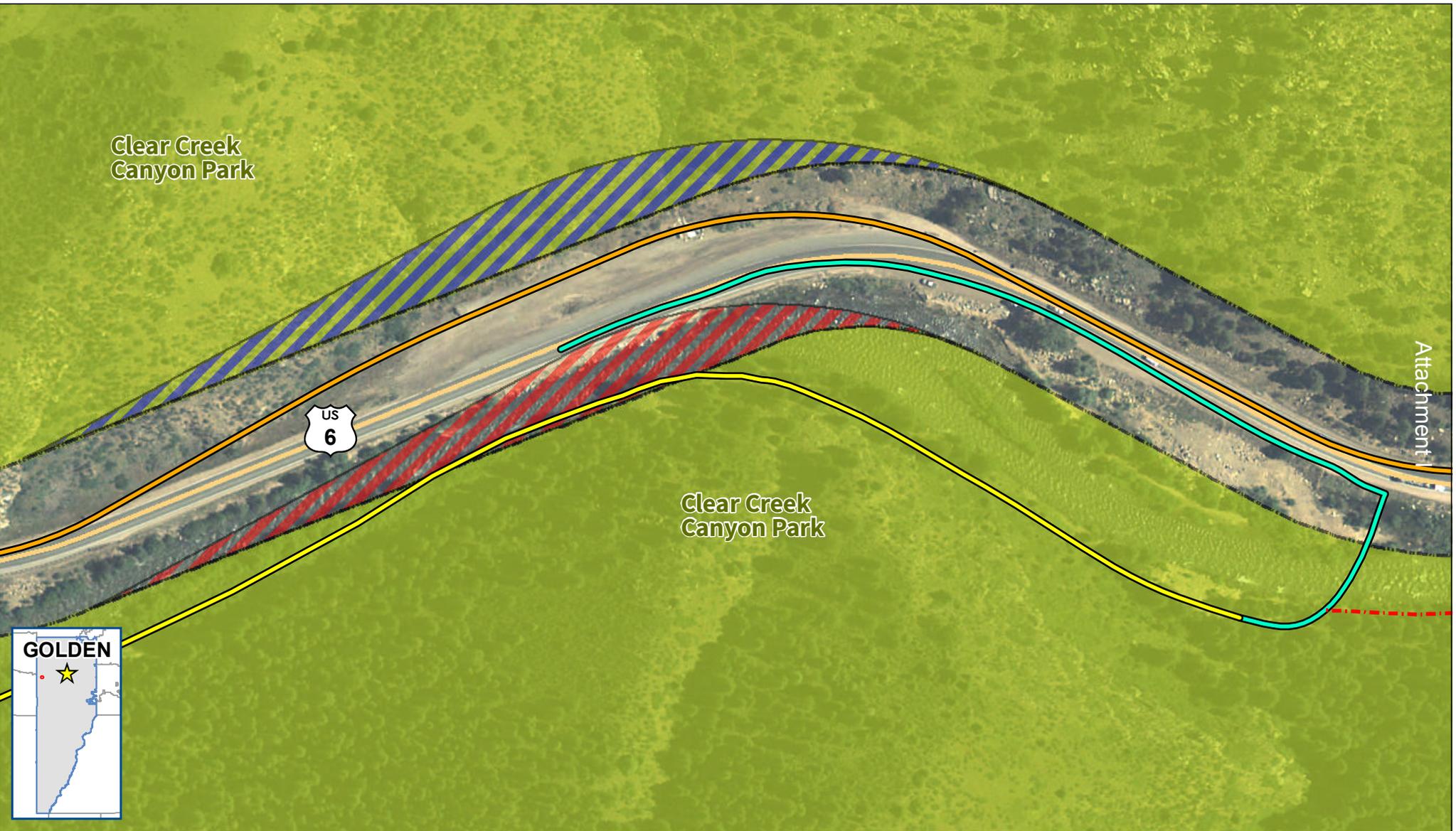
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Last Revised 3/24/2016

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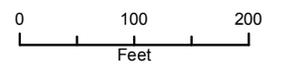
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-  Existing State Highway
-  P2P Trail JC-3 Segment
-  Jeffco Open Space
-  Proposed Open Space Gain
-  Proposed CDOT Centerline
-  P2P Trail JC-4 Segment
-  Proposed CDOT Gain
-  Future P2P Trail

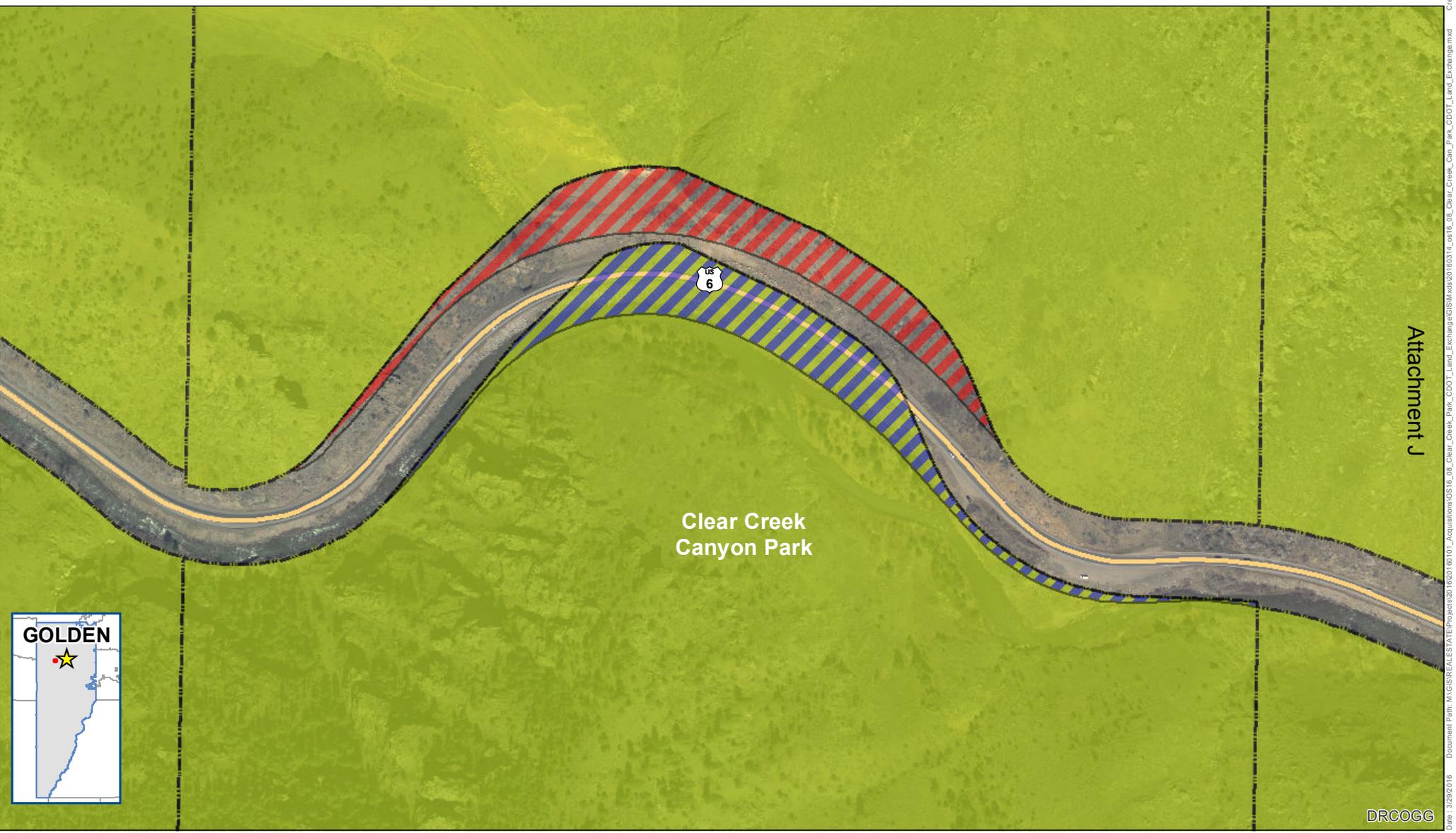
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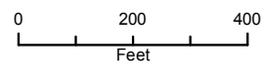
Last Revised 3/30/2016

Attachment 1



-  Jeffco Open Space
-  State Highway
-  Proposed CDOT gain
-  Proposed Open Space gain

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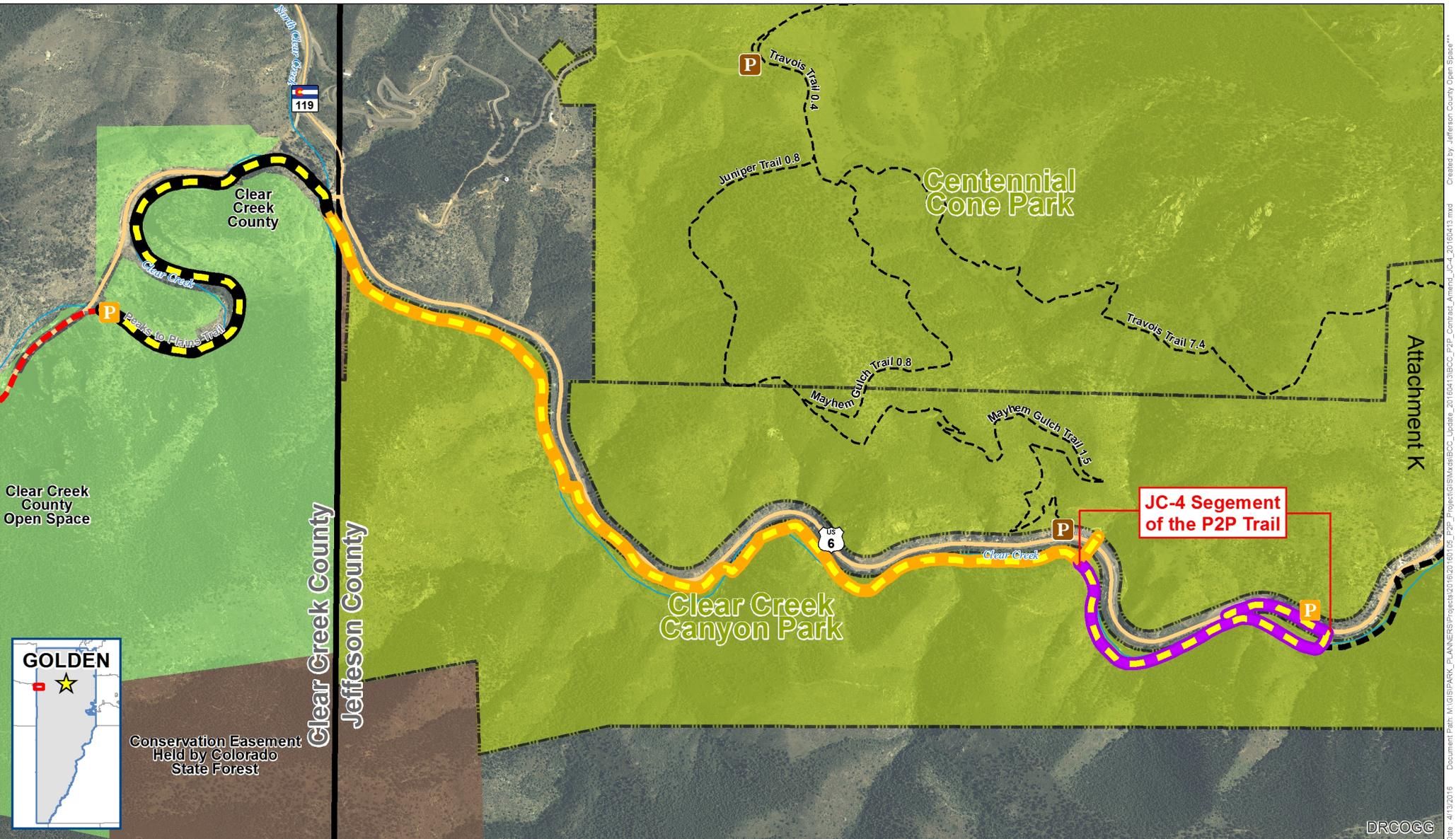
Attachment J

DRCOGG

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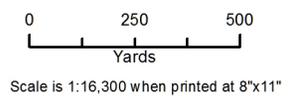
# Peaks to Plains Trail

P2P Trail Contract Amendment for JC-4 Construction



-  Existing Parking
-  Proposed Parking
-  Jeffco Phase 1
-  Jeffco Phase 2
-  Clear Creek Phase 1
-  Proposed GOCO Connect Initiative - Phase 1
-  Peaks to Plains Trail (Future)

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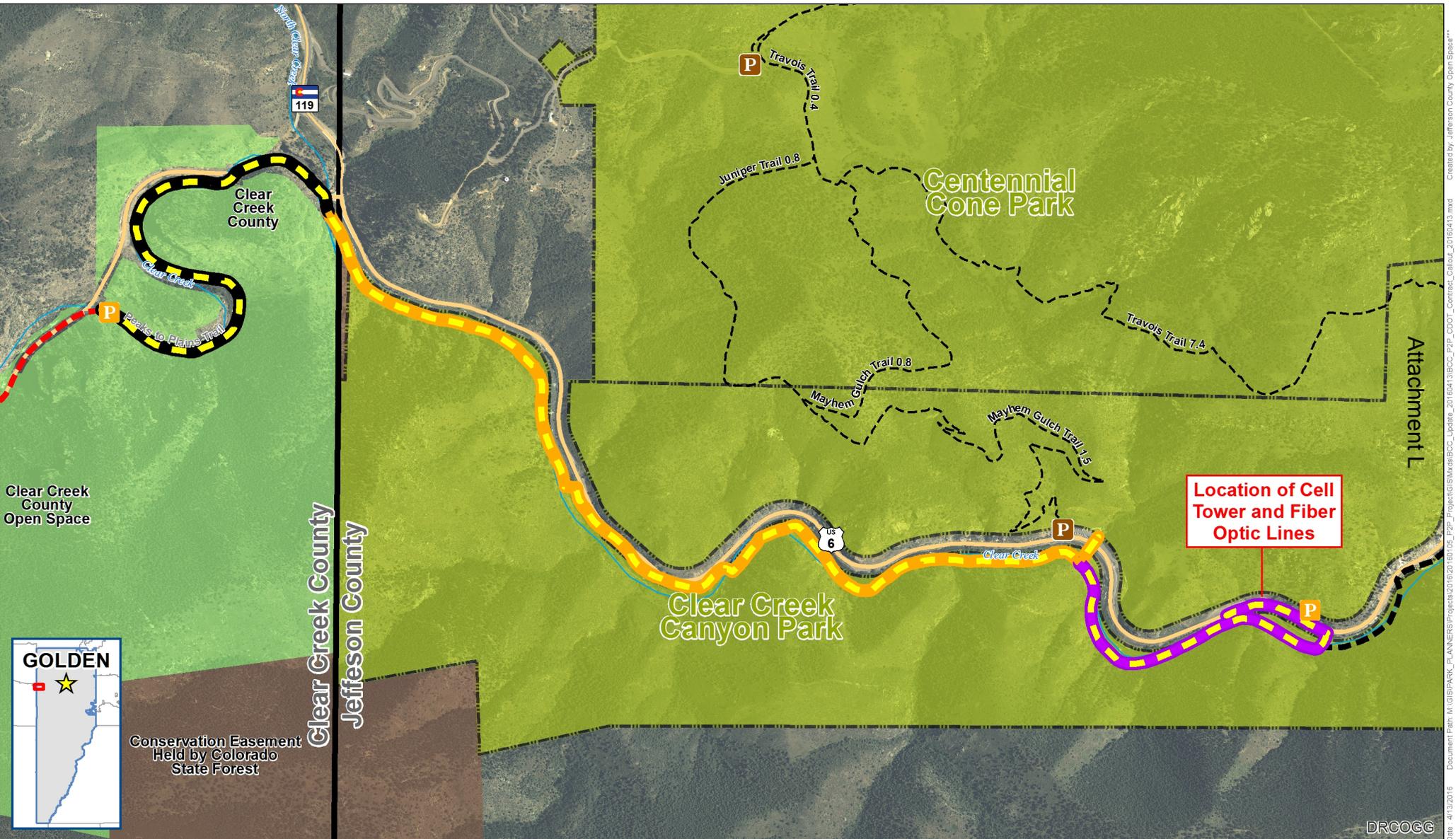
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# Peaks to Plains Trail

P2P Trail Contract with CDOT

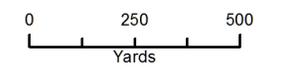


Conservation Easement  
Held by Colorado  
State Forest



- P Existing Parking
- P Proposed Parking
- P Clear Creek Phase 1
- Jeffco Phase 1
- Jeffco Phase 2
- Proposed GOCO Connect Initiative - Phase 1
- Peaks to Plains Trail (Future)

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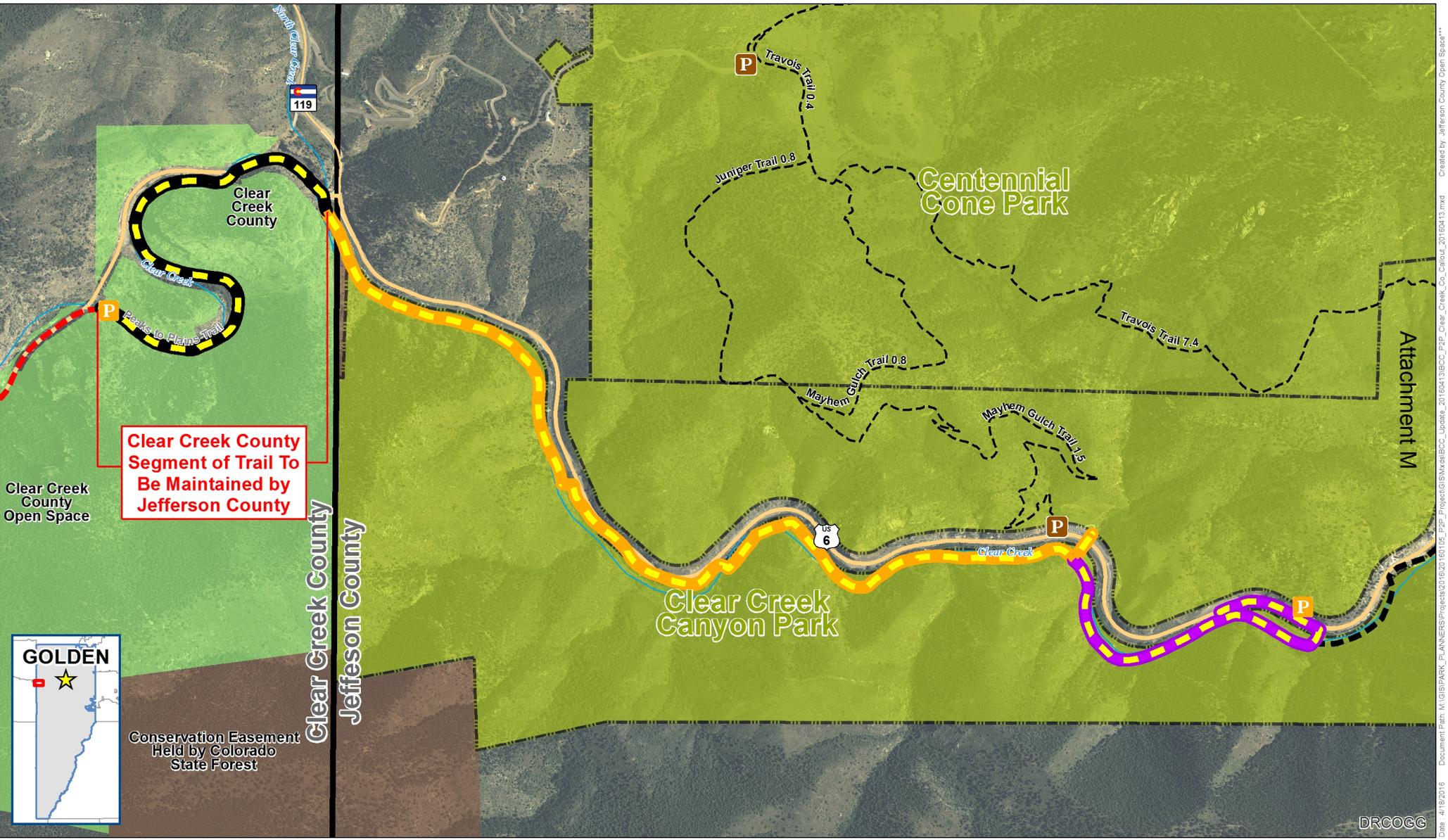
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 Date: 4/13/2016  
 Created by: Jefferson County Open Space\*\*

DRCOGG

# Peaks to Plains Trail

P2P Trail Maintenance IGA with Clear Creek County



**Clear Creek County Segment of Trail To Be Maintained by Jefferson County**

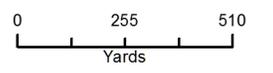


Conservation Easement Held by Colorado State Forest



-  Existing Parking
-  Proposed Parking
-  Jeffco Phase 1
-  Jeffco Phase 2
-  Clear Creek Phase 1
-  Proposed GOCO Connect Initiative - Phase 1
-  Peaks to Plains Trail (Future)

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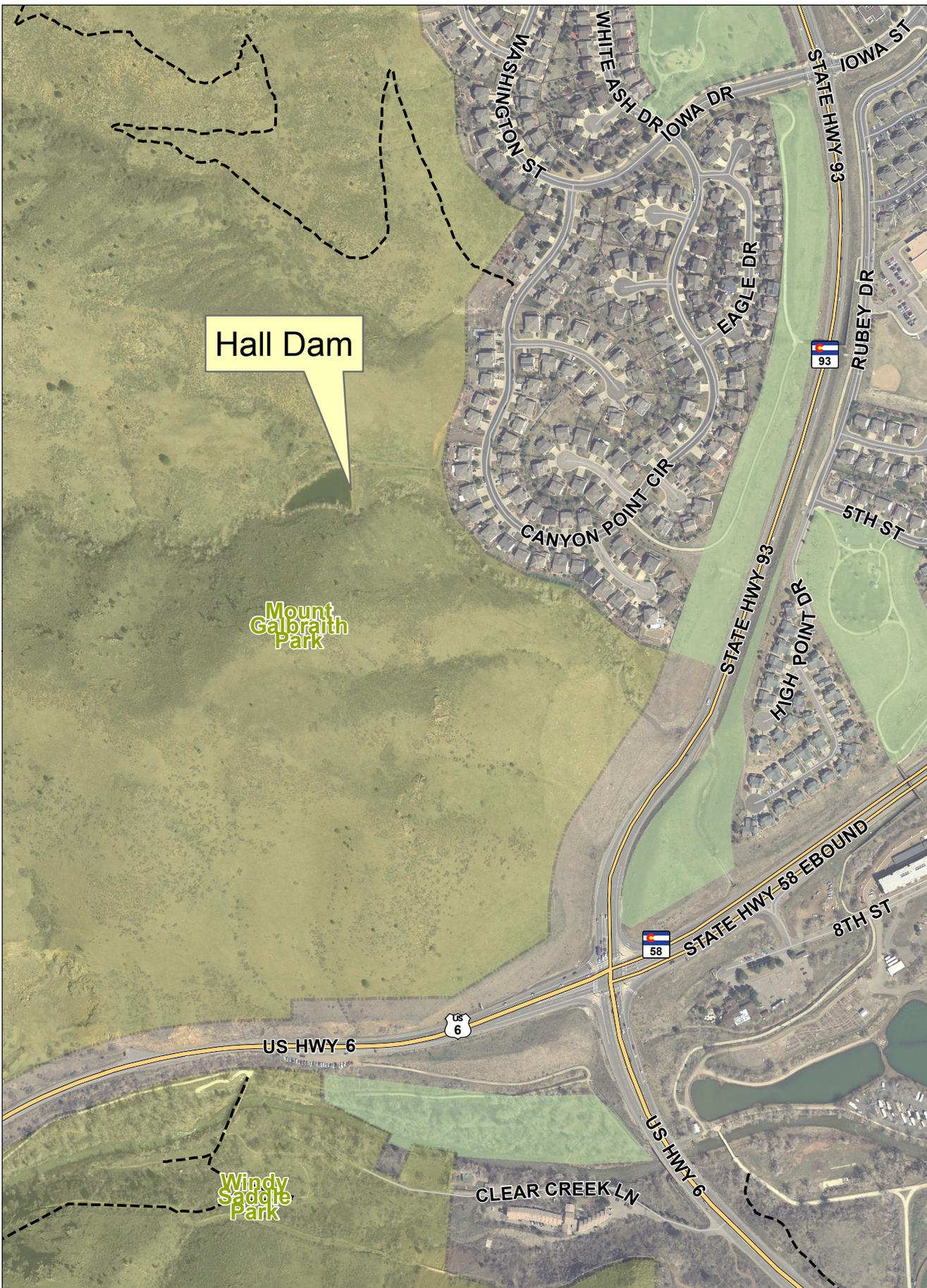
Last Revised 4/18/2016

Date: 4/18/2016  
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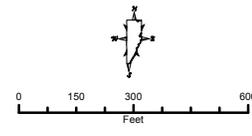
DRCOGG

# Mount Galbraith Park

## Hall Dam



- Jeffco Open Space
- City Of Golden
- Jeffco Open Space Trail



Scale is 1:xxxx,xxx when printed at 8"x11"

Last Revised 10/13/2015



Data Sources: USGS, Jeffco ITS, Jeffco Open Space, NHD, CDOT

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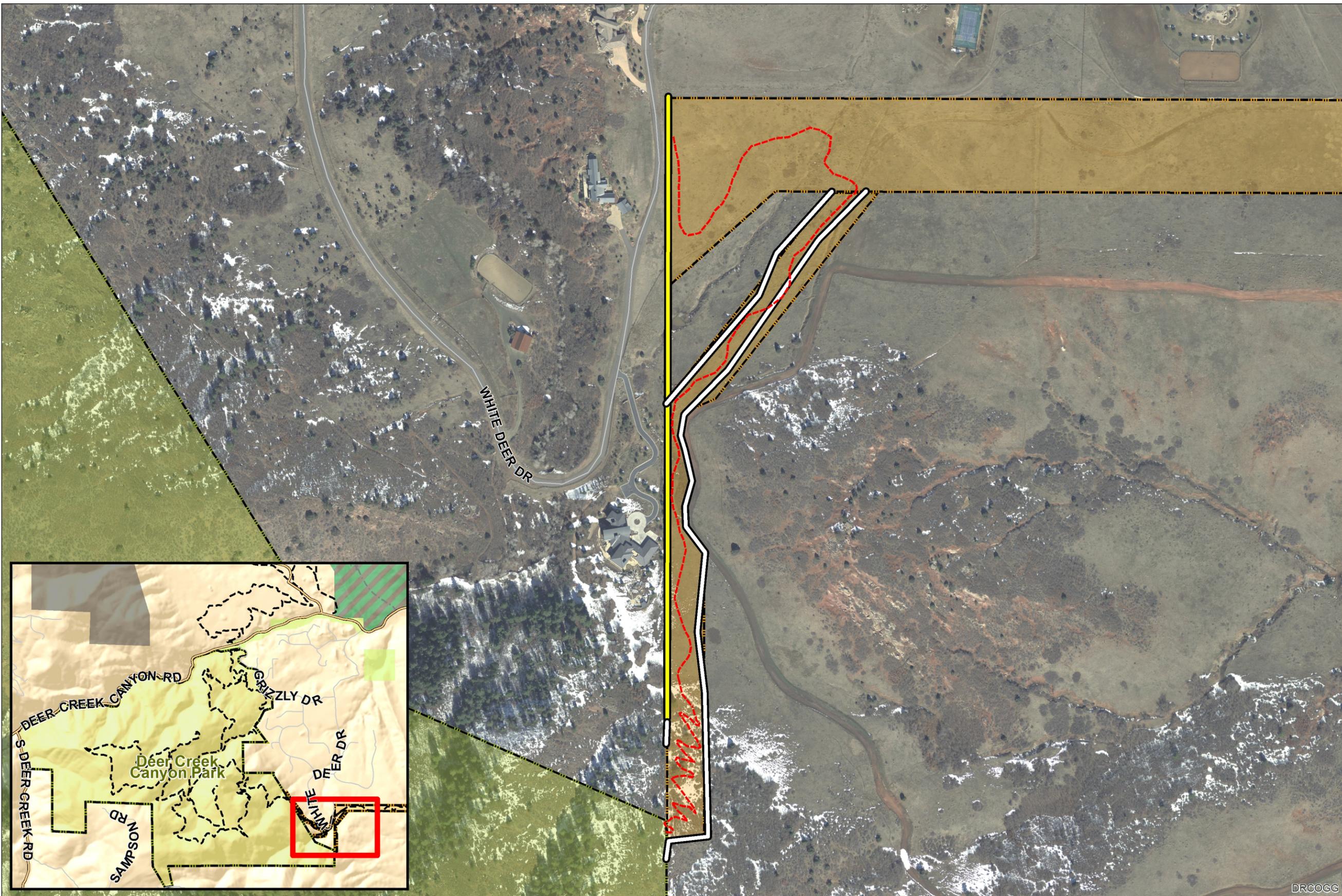


# Deer Creek Canyon Park

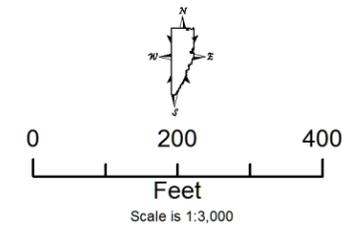
## Black Bear Trail Fence Installation



-  Conceptual Trail Alignment
-  Proposed Fence
-  Existing Fence
-  Jeffco Open Space Owned
-  Trail Easement to Jeffco Open Space



Attachment O



Last Revised 4/18/2016



Data Sources: USGS, Jeffco ITS, Jeffco Open Space, NHD, CDOT

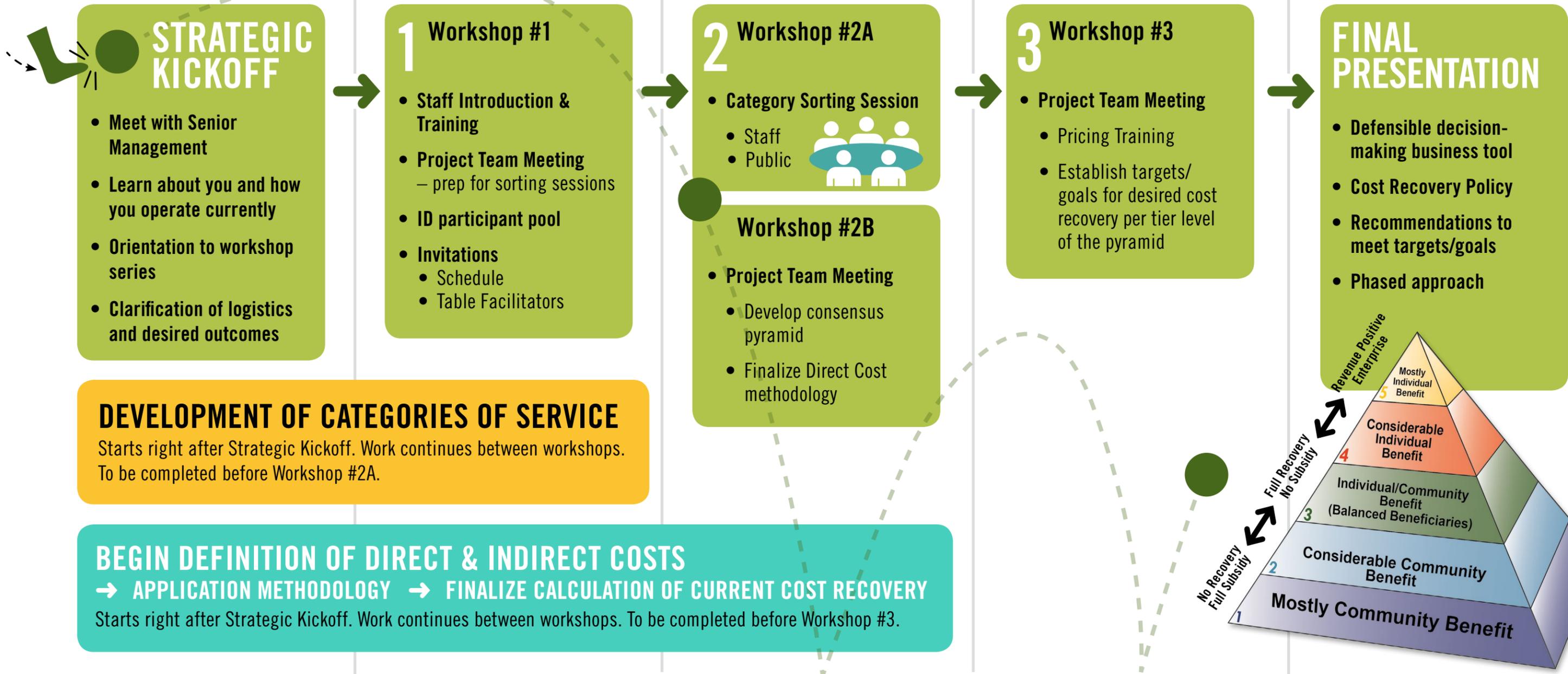
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Parks Cost Recovery Fee Assessment Study Schedule

PROJECT COMPONENT (From Scope of Services)	ASSIGNED TO	March	April	May	June	July	August
<b>Kick off and Critical Success Factors</b>	ALL						
<b>Integration with Values, Vision, Mission</b>							
Information Gathering (Definitions and Guidelines)	ALL						
Agency Categories of Service	JCP						
Definitions and Guidelines	JCP						
<b>Workshops 1a and 1b</b>							
1a - Staff Workshops	ALL						
1b - Project Team	ALL						
Commissioner Szabo							
Commissioner Tighe							
Commissioner Rosier							
County Commissioners Update	JCP						
<b>Workshops 2a and 2b</b>							
2a - Staff Sorting Workshops	ALL						
2a - Public Workshops	ALL						
2b - Staff/Team Pyramid Development	ALL						
<b>Workshop 3</b>							
3 - Pricing Strategies Workshop	ALL						
County Commissioners Update	JCP						
<b>Final Documents</b>							
Comprehensive User Fees Policy	GP						
GP= GreenPlay; JCP (client)							



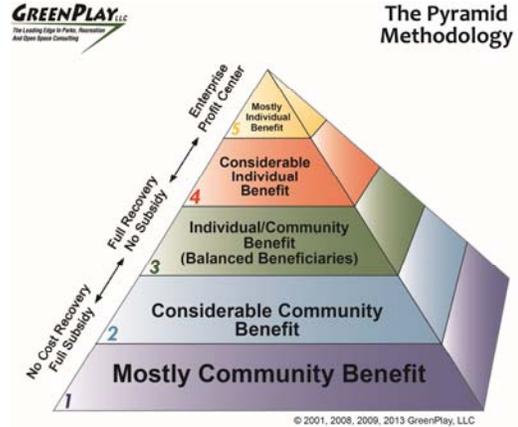
# THE PYRAMID METHODOLOGY FOR RESOURCE ALLOCATION AND COST RECOVERY FOR PUBLIC PARKS AND RECREATION OPERATIONS



**THE PYRAMID METHODOLOGY: COST RECOVERY AND SUBSIDY ALLOCATION PHILOSOPHY**

The creation of a cost recovery and subsidy allocation philosophy and policy is a key component to maintaining an agency’s financial control, equitably pricing offerings, and helping to identify core services including programs and facilities.

Critical to this philosophical undertaking is the support and buy-in of elected officials and advisory boards, staff, and ultimately, citizens. Whether or not significant changes are called for, the organization should be certain that it philosophically aligns with its constituents. The development of a financial resource allocation philosophy and policy is built upon a very logical foundation, based upon the theory that those who benefit from parks and recreation services ultimately pay for services.



The development of a financial resource allocation philosophy can be separated into the following steps:

**Step 1 – Building on Your Organization’s Values, Vision, and Mission**

The premise of this process is to align agency services with organizational values, vision, and mission. It is important that organizational values are reflected in the vision and mission. Oftentimes, mission statements are a starting point and further work needs to occur to create a more detailed common understanding of the interpretation of the mission and a vision for the future. This is accomplished by engaging staff and community members in a discussion about a variety of Filters.

**Step 2 – Understanding the Pyramid Methodology, the Benefits Filter, and Secondary Filters**

Filters are a series of continuums covering different ways of viewing service provision. **Filters** influence the final positioning of services as they relate to each other and are summarized below. The **Benefits Filter**, however; forms the **foundation** of the **Pyramid Model** and is used in this discussion to illustrate a cost recovery philosophy and policies for parks and recreation organizations.

Filter	Definition
<b>Benefit</b>	Who receives the benefit of the service? (Skill development, education, physical health, mental health, safety)
<b>Access/Type of Service</b>	Is the service available to everyone equally? Is participation or eligibility restricted by diversity factors (i.e., age, ability, skill, financial)?
<b>Organizational Responsibility</b>	Is it the organization’s responsibility or obligation to provide the service based upon mission, legal mandate, or other obligation or requirement?
<b>Historical Expectations</b>	What have we always done that we cannot change?
<b>Anticipated Impacts</b>	What is the anticipated impact of the service on existing resources? On other users? On the environment? What is the anticipated impact of not providing the service?
<b>Social Value</b>	What is the perceived social value of the service by constituents, city staff and leadership, and policy makers? Is it a community builder?

## Attachment R

### THE BENEFITS FILTER

The principal foundation of the Pyramid is the **Benefits Filter**. Conceptually, the base level of the pyramid represents the mainstay of a public parks and recreation system. Services appropriate to higher levels of the pyramid should only be offered when the preceding levels below are comprehensive enough to provide a foundation for the next level. This foundation and upward progression is intended to represent public parks and recreation's core mission, while also reflecting the growth and maturity of an organization as it enhances its service offerings.

It is often easier to integrate the values of the organization with its mission if they can be visualized. An ideal philosophical model for this purpose is the pyramid. In addition to a physical structure, *pyramid* is defined by Webster's Dictionary as "an immaterial structure built on a broad supporting base and narrowing gradually to an apex." Parks and recreation programs are built with a broad supporting base of core services, enhanced with more specialized services as resources allow. Envision a pyramid sectioned horizontally into five levels.

### MOSTLY COMMUNITY Benefit

The foundational level of the Pyramid is the largest, and includes those services including programs and facilities which **MOSTLY** benefit the **COMMUNITY** as a whole. These services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally pays for these basic services via tax support. These services are generally offered to residents at a minimal charge or with no fee. A large percentage of the agency's tax support would fund this level of the Pyramid.

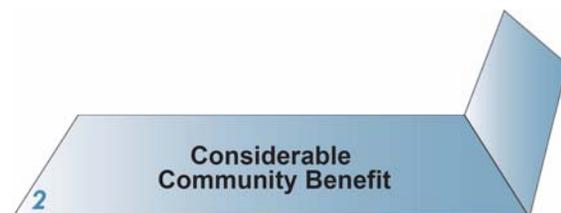


*Examples of these services could include: the existence of the community parks and recreation system, the ability for youngsters to visit facilities on an informal basis, low-income or scholarship programs, park and facility planning and design, park maintenance, or others.*

**NOTE: All examples above are generic – individual agencies vary in their determination of which services belong in the foundation level of the Pyramid based upon agency values, vision, mission, demographics, goals, etc.**

### CONSIDERABLE COMMUNITY Benefit

The second and smaller level of the Pyramid represents services which promote individual physical and mental well-being, and may begin to provide skill development. They are generally traditionally expected services and/or beginner instructional levels. These services are typically assigned fees based upon a specified percentage of direct (and may also include indirect) costs. These costs are partially offset by both a tax subsidy to account for **CONSIDERABLE COMMUNITY** benefit and participant fees to account for the **Individual** benefit received from the service.



*Examples of these services could include: the capacity for teens and adults to visit facilities on an informal basis, ranger led interpretive programs, beginning level instructional programs and classes, etc.*

## Attachment R

### BALANCED INDIVIDUAL/COMMUNITY Benefit

The third and even smaller level of the Pyramid represents services that promote individual physical and mental well-being, and provide an intermediate level of skill development. This level provides balanced **INDIVIDUAL** and **COMMUNITY** benefit and should be priced accordingly. The individual fee is set to recover a higher percentage of cost than those services that fall within lower Pyramid levels.



*Examples of these services could include: summer recreational day camp, summer sports leagues, year-round swim team, etc.*

### CONSIDERABLE INDIVIDUAL Benefit

The fourth and still smaller Pyramid level represents specialized services generally for specific groups, and those which may have a competitive focus. Services in this level may be priced to recover full cost, including all direct and indirect expenses.



*Examples of these services could include: specialty classes, golf, and outdoor adventure programs.*

### MOSTLY INDIVIDUAL Benefit

At the top of the Pyramid, the fifth and smallest level represents services which have profit center potential, may be in an enterprise fund, may be in the same market space as the private sector, or may fall outside the core mission of the agency. In this level, services should be priced to recover full cost in addition to a designated profit percentage.



*Examples of these activities could include: elite diving teams, golf lessons, food concessions, company picnic rentals, and other facility rentals such as for weddings or other services.*

## Step 3 – Developing the Organization’s Categories of Service

In order to avoid trying to determine cost recovery or subsidy allocation levels for each individual agency service including every program, facility, or property, it is advantageous to categorize agency services into like categories. This step also includes the development of category definitions that detail and define each category and service inventory “checks and balances” to ensure that all agency services belong within a developed category. *Examples of Categories of Service could include: Beginner Instructional Classes, Special Events, and Concessions/Vending.*

## Step 4 – Sorting the Categories of Service onto the Pyramid

It is critical that this sorting step be done with staff, governing body, and citizen representatives involved. This is where ownership is created for the philosophy, while participants discover the current and possibly varied operating histories, cultures, and organizational values, vision, and mission. It is the time to develop consensus and get everyone on the same page – the page that is written together. Remember, this effort must reflect the community and must align with the thinking of policy makers.

## Attachment R

### ***Sample Policy Development Language:***

XXX community brought together staff from across the department, agency leadership, and citizens to sort existing programs into each level of the Pyramid. The process was facilitated by an objective and impartial facilitator in order to hear all viewpoints. It generated discussion and debate as participants discovered what different people had to say about serving culturally and economically varied segments of the community, about historic versus active-use parks, about the importance of adult versus youth versus senior activities, and other philosophical and values-based discussions. This process gets at both the “what” and “why” with the intention of identifying common ground and consensus.

### **Step 5 – Defining Direct and Indirect Costs**

The definition of direct and indirect costs can vary from agency to agency. What is important is that all costs associated with directly running a program or providing a service are identified and consistently applied across the system. Direct costs typically include all the specific, identifiable expenses (fixed and variable) associated with providing a service. These expenses would not exist without the service and may be variable costs. Defining direct costs, along with examples and relative formulas is necessary during this step.

Indirect costs typically encompass overhead (fixed and variable) including the administrative costs of the agency. These costs would exist without any specific service but may also be attributed to a specific agency operation (in which case they are direct expenses of that operation). If desired, all or a portion of indirect costs can be allocated, in which case they become a direct cost allocation.

### **Step 6 – Determining (or Confirming) Current Subsidy/Cost Recovery Levels**

This step establishes the expectation that the agency will confirm or determine current cost recovery and subsidy allocation levels by service area based on the new or revised definition of direct and in-direct costs. This will include consideration of revenues sources and services costs or expenses. Typically, staff may not be cost accounting consistently, and these inconsistencies will become apparent. Results of this step will identify whether staff members know what it costs to provide services to the community, whether staff have the capacity or resources necessary to account for and track costs, whether accurate cost recovery levels can be identified, and whether cost centers or general ledger line items align with how the agency may want to track these costs in the future.

### **Step 7 – Establishing Cost Recovery/Subsidy Goals**

Subsidy and cost recovery are complementary. If a program is subsidized at 75%, it has a 25% cost recovery, and vice-versa. It is more powerful to work through this exercise thinking about where the tax subsidy is used rather than what is the cost recovery. When it is complete, you can reverse thinking to articulate the cost recovery philosophy, as necessary.

The overall subsidy/cost recovery level is comprised of the average of everything in all of the levels together as a whole. This step identifies what the current subsidy level is for the programs sorted into each level. There may be quite a range within each level, and some programs could overlap with other levels of the pyramid. This will be rectified in the final steps.

This step must reflect your community and must align with the thinking of policy makers regarding the broad picture financial goals and objectives.

# Attachment R

## Examples

Categories in the bottom level of the Pyramid may be completely or mostly subsidized, with the agency having established limited cost recovery to convey the value of the experience to the user. An established 90-100% subsidy articulates the significant community benefit resulting from these categories.

The top level of the Pyramid may range from 0% subsidy to 50% excess revenues above all costs, or more. Or, the agency may not have any Categories of Service in the top level.

## Step 8 – Understanding and Preparing for Influential Factors and Considerations

Inherent to sorting programs onto the Pyramid model using the Benefits and other filters is the realization that other factors come into play. This can result in decisions to place services in other levels than might first be thought. These factors also follow a continuum; however, do not necessarily follow the five levels like the Benefits Filter. In other words, a specific continuum may fall completely within the first two levels of the Pyramid. These factors can aid in determining core versus ancillary services. These factors represent a layering effect and should be used to make adjustments to an initial placement on the Pyramid.

**THE COMMITMENT FACTOR:** What is the intensity of the program; what is the commitment of the participant?



**THE TRENDS FACTOR:** Is the program or service tried and true, or is it a fad?



**THE POLITICAL FILTER:** What is out of our control?

This filter does not operate on a continuum, but is a reality, and will dictate from time to time where certain programs fit in the pyramid

**THE MARKETING FACTOR:** What is the effect of the program in attracting customers?



**THE RELATIVE COST TO PROVIDE FACTOR:** What is the cost per participant?



**THE ECONOMIC CONDITIONS FACTOR:** What are the financial realities of the community?



## Attachment R

**FINANCIAL GOALS FACTOR:** Are we targeting a financial goal such as increasing sustainability, decreasing subsidy reliance?



### Step 9 – Implementation

Across the country, ranges in overall cost recovery levels can vary from less than 10% to over 100%. The agency sets their goals based upon values, vision, mission, stakeholder input, funding, and/or other criteria. This process may have been completed to determine present cost recovery levels, or the agency may have needed to increase cost recovery levels in order to meet budget targets. Sometimes, simply implementing a policy to develop equity is enough without a concerted effort to increase revenues. Upon completion of steps 1-8, the agency is positioned to illustrate and articulate where it has been and where it is heading from a financial perspective.

### Step 10 – Evaluation

The results of this process may be used to:

- articulate and illustrate a comprehensive cost recovery and subsidy allocation philosophy
- train staff at all levels as to why and how things are priced the way they are
- shift subsidy to where it is most appropriately needed
- benchmark future financial performance
- enhance financial sustainability
- recommend service reductions to meet budget subsidy targets, or show how revenues can be increased as an alternative
- justifiably price new services

*This Cost Recovery/Subsidy Allocation Philosophy: The Pyramid Methodology Outline is provided by:*



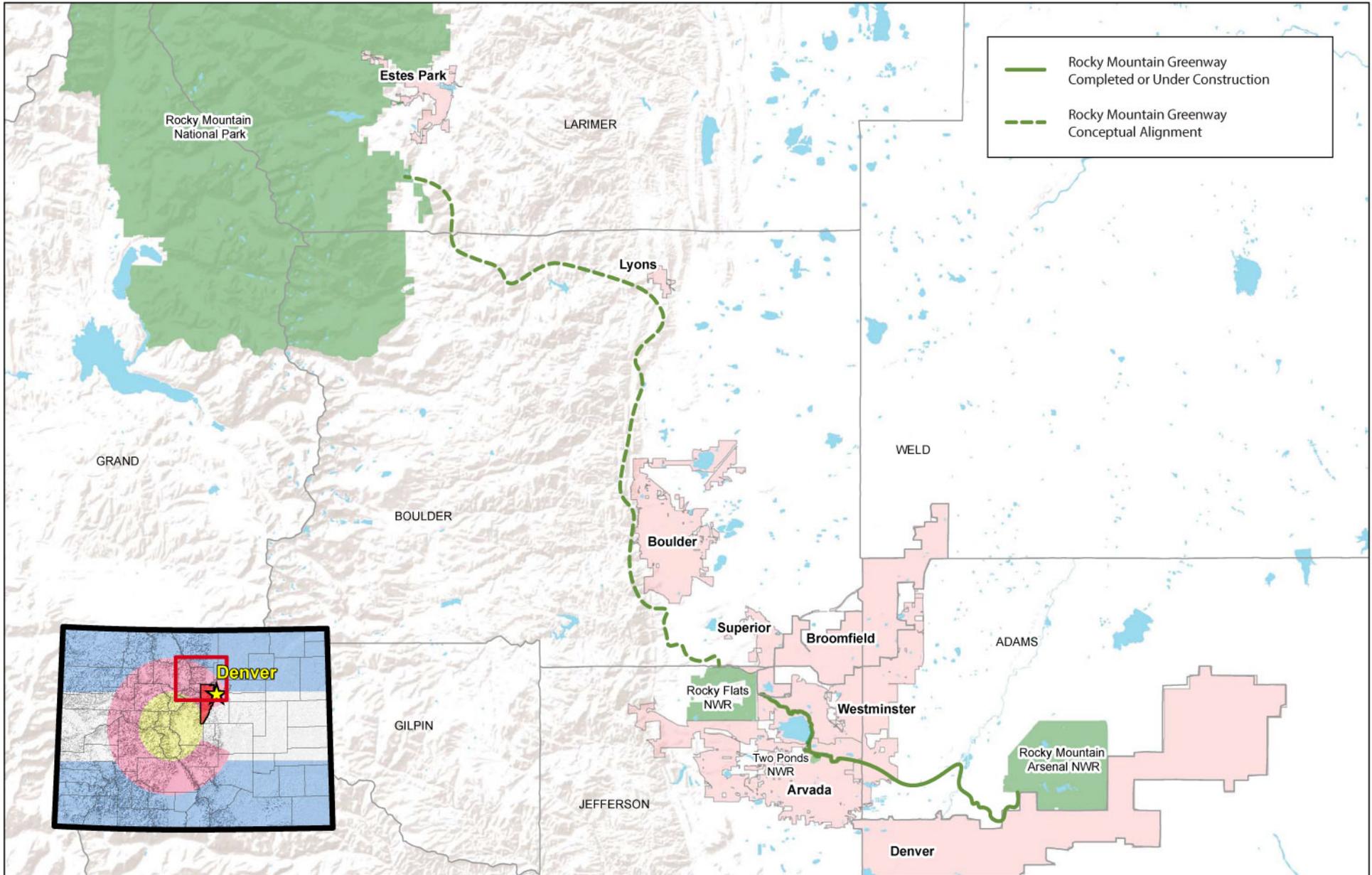
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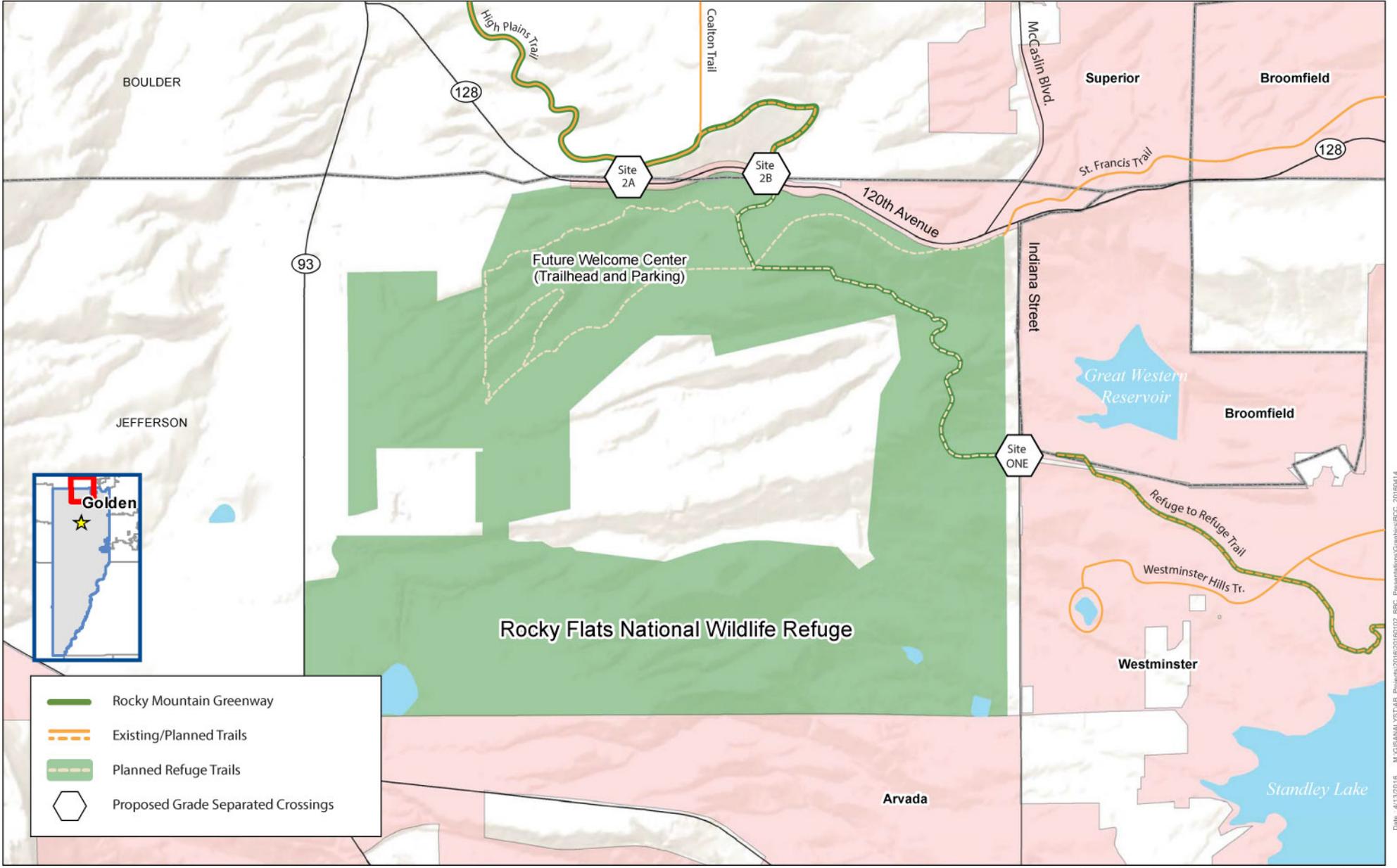
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# Rocky Mountain Greenway

## Complete Alignment





-  Rocky Mountain Greenway
-  Existing/Planned Trails
-  Planned Refuge Trails
-  Proposed Grade Separated Crossings

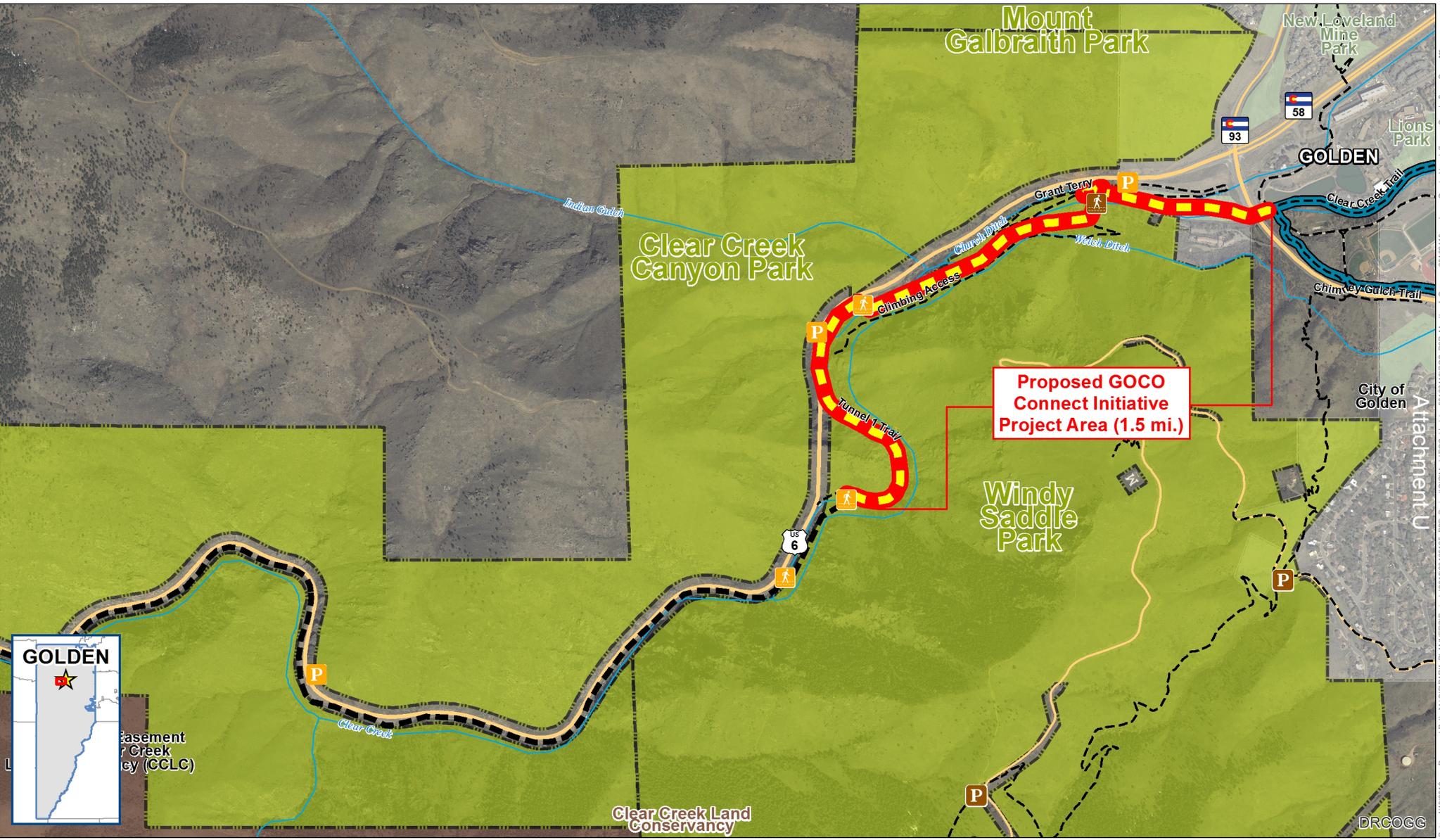
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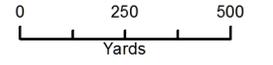
# Peaks to Plains Trail

## Mouth of Clear Creek Canyon



-  Existing Parking
-  Existing Pedestrian Bridge
-  Proposed Parking
-  Proposed Bridge
-  Proposed GOCO Connect Initiative - Phase 1
-  Peaks to Plains Trail (Future)
-  Colorado Front Range Trail

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Scale is 1:16,300 when printed at 8"x11"

Last Revised 4/13/2016

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Created by: Jefferson County Open Space



Jeffco  
Parks

First Quarter  
Management Report

## Jeffco Open Space Visitor Services Team

### Heritage Education

Jeffco Open Space Heritage Education participation is up 26% for the first quarter of 2016 (2015: 1288; 2016: 1618). This includes Hiwan Museum visitation, school programs, public programs, history outreach programming and Baehrden tours.

### Nature Education

Jeffco Open Space Nature Education participation is up 36% for the first quarter of 2016 (2016 number is 11,621). This includes Nature Center visitation, school programs, public programs and outreach programs. At this pace, nature education will likely achieve the 2019 master plan goal by the end of 2016!

### Ranger (Share and Care) Education

Jeffco Open Space park rangers made 2,910 educational contacts in the first quarter of 2016. This number includes informal trailside contacts with visitors, ranger programs, events and trainings.

Rangers made an estimated 139,324 contacts through TV, print and radio coverage of stewardship issues.

Rangers made 124,918 contacts through social media.

**Public safety:** rangers responded to ten situations at the incident level in the first quarter of 2016. These include five medical emergencies, one search and rescue, one car fire and three significant law enforcement issues.

Total Number of Contacts By Type		
Contact Type	Count	%
Informal Trailside	2,254	0.6%
Ranger Program	380	0.1%
Stewardship Project	0	0.0%
Event	214	0.1%
Social Media	128,418	34.2%
Other Media	244,324	65.0%
Training	62	0.0%
Phone/Email	0	0.0%
<b>TOTAL</b>	<b>375,652</b>	<b>100.0%</b>

### Stewardship Education for First Quarter

Rangers hosted a **Winter Safety and Preparedness** Denver Post Your Hub interview at Deer Creek Canyon Park.

### Coyote Safety and Awareness:

Coyote safety hit TV, radio, print, social media and an international scientific research conference during the first quarter of 2016. Visitor Services presented research related to both a citizen science program and a community education program on reducing coyote conflict through aversive conditioning (hazing). Our coyote hazing study provides the only research data on the effectiveness of community-level hazing. Our continuing urban coyote research was also covered with a feature story on Colorado Public Radio and a segment on Colorado Matters. Visitor Services teamed up with Ecological Services to provide a Wednesday Forum on coyote safety for staff.

Partnering with the Community Connections team, Visitor Services encouraged visitors to 'doo' the right thing with the **Let's Doo It!** campaign. The campaign was featured on 9News and on a Colorado and Company segment. Rangers visited Crown Hill Park and visitors "caught" holding the (poop) bag were rewarded with a free 'Wag-n-load' poop hauler bag.

After three reports of mountain lion kills sites in our Golden area parks, Visitor Services made **Mountain Lion Safety** education Job 1. Our message was featured on 9News and social media.

The new temporary exhibit, **Ranches of Jeffco Open Space** opened at Hiwan Museum on March 1. The exhibit features photos, artifacts and stories meant to bring our rich ranch heritage to life. Exhibit runs through June 26.

The Jeffco Open Space climbing committee continues to engage the climbing community in our new **Climbing Guidelines**, which were featured in a Denver Post article. During the first quarter, the committee selected and convened our first Fixed Hardware Review Committee (FHRC). The committee also worked with the climbing community to host a bolt replacement workshop. We now have 12 volunteers who will identify and replace substandard hardware in Jeffco Open Space Parks.

In response to concerns expressed about personal safety in our visitor survey, Jeffco female rangers hosted our first **Women's Self Defense** class. Curriculum includes both psychological and physical safety tips and tactics.

**Visitor Experience/Permitting Special Activity and Event Permitting** is UP 56% from the first quarter of 2015 (113 to 177 total permits). Top annual permit categories include rock climbing and photography. Top day use permit categories include Guide Services and Day Camps.

**Camping Permits** are holding steady for the first quarter. 2015: 171; 2016: 165



## LET'S DOO IT!



When we all pitch in, we CAN keep our parks beautiful and poop-free.



Visitor Services Supervisor Mary Ann Bonnell interviewed on 9News about Mountain Lion Safety



Women's Self Defense taught by Park Ranger Maria Stelacio, Park Ranger Lead Shaun Howard, and Visitor Services Supervisor Mary Ann Bonnell

# Jeffco Open Space Planning Team

## Peaks to Plains Trail

The Peaks to Plains Trail took a major step forward in March! During the day of March 14 and the nights of the 15th and 16th, the first three pedestrian bridges were installed. In order to safely install the bridges, the US Highway 6 was shut down from 8 pm – 3 am on the 15th and 16th. Construction and installation went smoothly. While the bridges are in place, their concrete decking will not be installed until early May and the public will have access to them when the first three miles of trail opens in June.

## Old Time Ditch

The Old Time Ditch diversion structure allows Jeffco Open Space to divert water from Deer Creek onto the fields at Hildebrand Ranch Park for hay farming. In late 2014, the structure collapsed due to old age; barring the County from pulling water in 2015. In the first quarter of 2016 construction was completed on the new structure and the County will once again be able to pull water this year.

## Repair Work to Dipper Bridge at Lair o' the Bear Park

The floods of 2013 caused severe undercutting of the south abutment of Dipper Bridge, resulting in its temporary closure.

A consulting engineer was hired in 2014 to analyze several alternatives, including the repair, removal and replacement of the structure. Based on their analysis and the availability of FEMA assistance, repair of the existing structure was deemed the most appropriate course of action.

With engineering and design work complete, construction began in 2015 and substantial completion was achieved in the first quarter of 2016. A final task of injecting a polymer to fill remaining voids in the abutment will be completed this year. The bridge is open to public use.

## Sign Standards

The GIS team is rolling out standard signs for better communication and consistent language regarding upcoming seasonal closures.



Bridge being assembled on site in Clear Creek Canyon



Old Time Ditch



Work on Dipper Bridge at Lair o' the Bear Park



New Seasonal Closure Signs

# Jeffco Open Space Stewardship Team

## Buildings & Historic Sites

**Office remodel work** in the second level copy area, a planning studio room and two additional drinking fountain/bottle fillers.

**Hiwan Museum** electrical and plumbing repair and interior trim spruce up in the Pioneer Workshop.

**Property site visits** and initial structure evaluations. Continuation of work at Matthews/Winters Park restroom upgrades.

## Ecological Services

- Volunteer training in Raptor Monitoring, Nest Box and Frog Watch
- Seasonal Closures
- Hazard Tree removals
- Pine Valley Ranch Park Water Diversion Structure
- Prairie dog restoration ongoing
- Hildebrand Ranch Park ditch maintenance

## Jeffco Weed & Pest (JCWP)

**Douglas-fir Tussock Moth:** JCWP is partnering with CSU Extension and CSFS to provide information to landowners about this native insect that is experiencing an outbreak in southeastern Jeffco. A public meeting was held in Buffalo Creek on February 3 at which 40 landowners attended.

**Noxious Weeds:** Outreach efforts continue through social media and the press.

A general noxious weed public training was held on March 2. HOA contacts were targeted. The event's 40 tickets sold-out within 16 hours.

The 'Purge Your Spurge' effort continued partnerships with local agencies on this effort to eradicate the weed Myrtle Spurge and provide a consolidated regional message. City of Golden, City of Lakewood and JCWP are preparing native seed packets to give away at educational events.

**Other Projects:** JCWP and Jeffco Open Space Ecological Services are working with a volunteer to improve their herbarium. The volunteer has provided JCWP and other local herbariums with voucher specimens.

JCWP is beginning to develop the County's Emerald Ash Borer strategic plan.

JCWP participated in a 1 day meeting/review for Fort Collin's Urban Prairie Dog Plan.

Hay & Grazing License Bids - Prepped license packet and maps for Purchasing to solicit bids for Jeffco Open Space hay and grazing licenses.

Baehrden - Continue to oversee the contractor and monitor the rodent and bat control at the Baehrden historic lodge at Pine Valley Ranch Park.

Crown Hill Lake - Continue to work with JCOS and Crown Hill Cemetery to resolve the Eurasian watermilfoil infestation.

**Wednesday Forum** - New Zealand Mudsnail: Hosted Elizabeth Brown, State Invasive Species Coordinator, Colorado Parks and Wildlife, for a Wednesday Forum to discuss aquatic invasives and the need for preventative measures to stop infestations.



Noxious Weed Myrtle Spurge

## Jeffco Fairgrounds

The plans to produce and host the first ever Jeffco Fair & Festival, August 11-14, in addition to the complex's ever-growing menu of 1000+ diverse and exciting annual events will make for an exciting 2016.

While plans for the Fair & Festival continue to take shape, first quarter action at the Fairgrounds generated revenues north of \$110,000. Highlights from a busy three-month period of events included the US Team Penning Association's multi-day event in conjunction with the National Western Stock Show (January 9-10), the Denver Postcard Show (January 15-16), Boulder Bicycle's Swap Meet (January 31), West Denver Trout (February 13), Center Ring Circus (February 16-17), Denver Gem & Mineral Show (February 26-28) and the Jeffco Animal Response Team's Annual Banquet (March 28). Together, first quarter attendance numbers kept pace with revenue numbers - pushing past the 100,000 mark for the 90-day period.

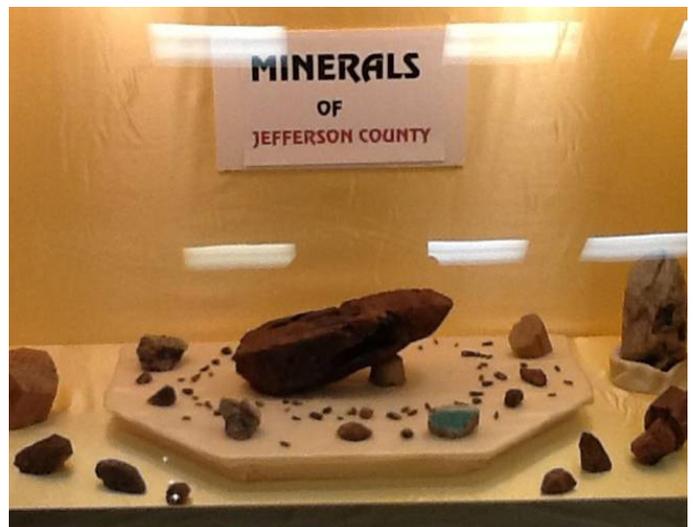
Multiple projects that will enhance and improve various Fairgrounds' facilities are underway as well. With the addition of two new staff members, an office expansion was started in January. This will eventually allow better customer service from both the Fairgrounds and CSU Extension/4-H offices by streamlining visitor reception, extending service hours from the office and allow for additional functionality. The three outdoor riding arenas at the Fairgrounds are currently being upgraded after nearly 14 years.

For several years, the facility has struggled with issues surrounding drainage within these arenas. Plans call for new surface materials and re-grading of the sub-surfaces, which will greatly enhance performance and safety. With the Fairgrounds scheduled to host additional high-profile events in 2016, progress continues and is scheduled to be completed by June 1.

The year kicked off with exciting projects, facility enhancements and new/bigger events and the Fairgrounds' staff is very much looking forward to a productive and service-filled year!



Denver Postcard Show



## CSU Extension

### National Western Stock Show: 4-H Presence with School Tours

Thousands of school-age youngsters learned behind the scenes details about the National Western Stock Show in January. School tours are an annual event hosted by 4-H agents from across the Front Range.

### 4-H Developing Life Skills at Multiple Events

Four Jeffco 4-H members attended the 4-H **Leadership Development Conference** in Denver on January 22-24. Leadership is one of the life skills taught to 4-H members; the conference is one opportunity to hone those skills.

Another leadership development opportunity is the **4-H Day at the Capitol**. Youth meet with legislators and hear a 4-H Day Proclamation in the House and Senate Chambers on January 25. Nine Jeffco 4-H members participated and were joined by 4-H agent, Lisa Sholten.

Leadership and setting SMART goals were life skills on which twelve Jeffco 4-H members and one teen counselor focused during **Youth Fest** on February 5-7.

Raising a horse and showing it requires numerous skills for which 25 4-H horse members practiced at an **Equine Experience Clinic** on February 14. The youth learned how to show their horses in Showmanship, horsemanship, and English Equitation classes from professional horse trainers Katie Lorentz and Marcelo Cruz.

Ensuring that 4-H members produce high-quality meat products for consumers is required for members to show at the Jeffco Fair & Festival. On March 29, 4-H livestock members will attend Meat Quality Assurance/Port Quality Assurance training and learn the ten production practices.

### 4-H Membership

The 4-H year is well underway with 315 youth members in the 4-H program as of mid-March. The program has 131 adult volunteer 4-H leaders.

### Mentors Build Relationships

Through the 4-H Youth and Families with Promise (YFP) program mentors meet weekly, building relationships and providing life skills to their young mentees. These long-term relationships are important to youth.

Mentor Karen Ryd talks with Pleasant View Elementary student, Fatima, as she works on a project in Clothing Construction. Karen has been Fatima's mentor for a year and a half achieving a 50 meeting milestone. Consistent mentoring makes a huge impact on the lives of mentees. The program began 2016 with 17 mentors who meet weekly with 61 youth mentees.

### "Vegetable University" Reaches Into County Food Deserts

CSU Extension staff, Dr. Tamla Blunt (campus), Carol O'Meara (Boulder County) and Mary Small (Jefferson County) along with Dr. Jean Reeder, retired soil scientist (ARS), collaborated with the non-profit, Re:Vision, to bring a 2-day "Vegetable University" to a group of Promotoras or "Garden Leaders."



4-H Day at the Capitol



Mentor Karen Ryd



"Vegetable University"

These men and women from local neighborhoods received specialized training to mentor a network of families in backyard food production.

Currently, Promotoras work with 400 gardeners in culturally diverse, low income communities in Denver and Jefferson Counties. Many, if not all, of the gardens are located in food deserts where diverse, healthy food choices are scarce. Sixteen men and women participated in the training.

### Building Farmers Joint Program Attracts Jeffco prospective farmers

Seven Jeffco residents participated in a joint program with Denver and Arapahoe Counties for Building Farmers. Class participants met for 8 weeks learning the details of establishing a farm business and how to create a business plan.

Each participant presented their plan to the class on the final day and received feedback.

Commissioner Don Rosier served as emcee for this culminating event.

CSU campus staff, experienced small farmers and county extension directors provided the programming. Participants ranged from those who simply have a dream to those who have land and are on their way to establishing their business.

Additional opportunities about farming issues are being offered in 2016. The first workshop was held in March at Denver Botanic Gardens workshop for new farmers. Tom Hoby, Director of Open Space and Parks, was a member of a panel addressing issues of land availability and use.

### Public Health Champion

Jacki Paone received a Public Health Champion for her work supporting local food access and food policy.

### More Opportunities in 2016 for Jeffco Native Plant Masters

This popular CSU Extension program kicked off 2016 by offering more field and indoor classes on a variety of plant-related topics. This year, 31 classes are being held in Jeffco Open Space parks and other nearby natural areas. This is a 47% increase over 2015 when 21 classes were offered.

In order to be certified as a Native Plant Master, volunteers must complete three multi-session field courses in Jeffco Open Space parks or other nearby natural areas. In addition, volunteers must educate the public as part of the certification and recertification process. Currently there are **94 active volunteers who volunteered 1,526 hours, a value of \$39,187 donated** according to the Independent Sector's latest value of a Colorado volunteer's time.



Jacki Paone received a Public Health Champion Award for her work supporting local food access and food policy

## Boettcher Mansion

During the first quarter of the year, in addition to confirming \$365k out of our budgeted \$378k, the Mansion booked more than a third of its projected conference revenue (\$7800 out of \$20k).

To date, Boettcher has hosted 11 weddings & receptions, 6 rehearsals, 2 vendor previews and 106 site visits. There were two memorial services (one for the great grandson of Charles Boettcher). In addition to hosting their own annual Winter Wedding Show on February 20th, they signed up to participate in Denver's Rocky Mountain Bridal Show in April.

### Conference Clients

Adventures in Dance, Colorado Equine, Colorado School of Mines, Denver Public School's Cheltenham Elementary, Deva Seed, Frasier Meadows Retirement Community, SMA America Holdings LLC and the University of Colorado's Anschutz Medical Campus, Ombuds Office Retreat and School of Public Health.

Jeffco groups using the Mansion free of charge included Building Safety, Fairgrounds, Parks/Open Space and Public Engagement. The Lookout Mountain Nature Center held its Volunteer Recognition Event at the Mansion on January 26th.

On January 16th, the Colorado Arts & Crafts Society (CACS) held a leatherworking class prior to its annual Winter Symposium, which featured a business meeting, catered dinner and lecture by Daniel Lees, the author of Artistic Leather of the Arts & Crafts Era.

History tours were given to students at Arma Dei Academy and senior citizens from South Suburban Parks and Recreation.

Boettcher Mansion conducted an All-Staff meeting along with annual AED/CPR training on February 8th.

Cynthia Shaw attended Colorado Preservation Inc.'s annual "Saving Places" conference in Denver and met with a landscape architect regarding creation of an outdoor event space on the east-facing slope beyond the back patio.

Final arrangements were made to have Commercial Flooring replace the kitchen/service area linoleum with ceramic tiles April 11-22. During the same period, HistoriCorps will repair the two garden arbors and Open Space will replace portions of the front entrance porch posts and rails.

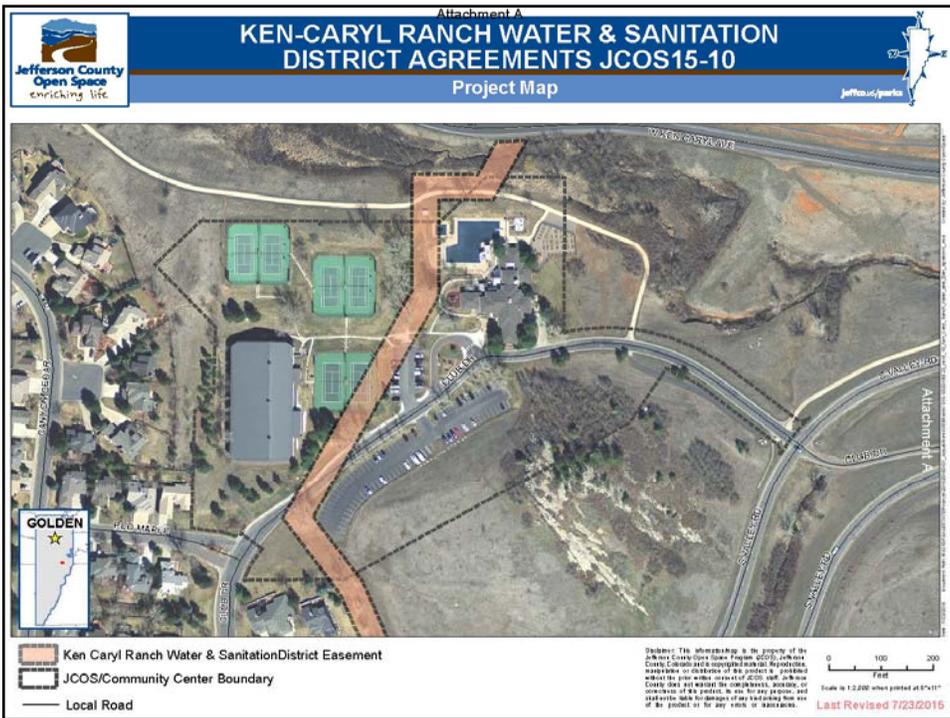


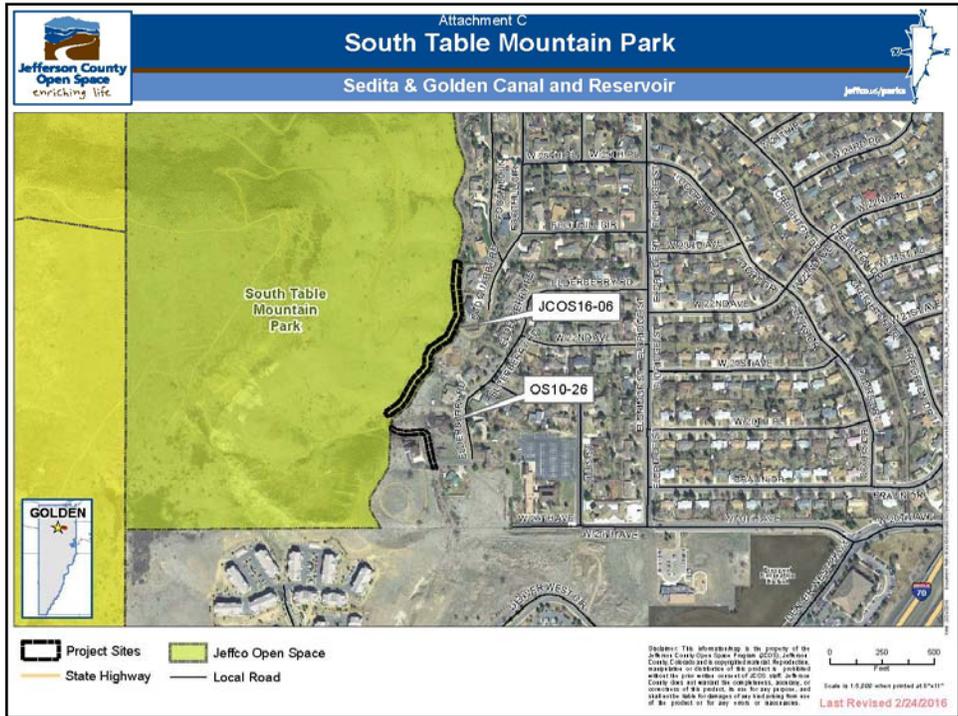
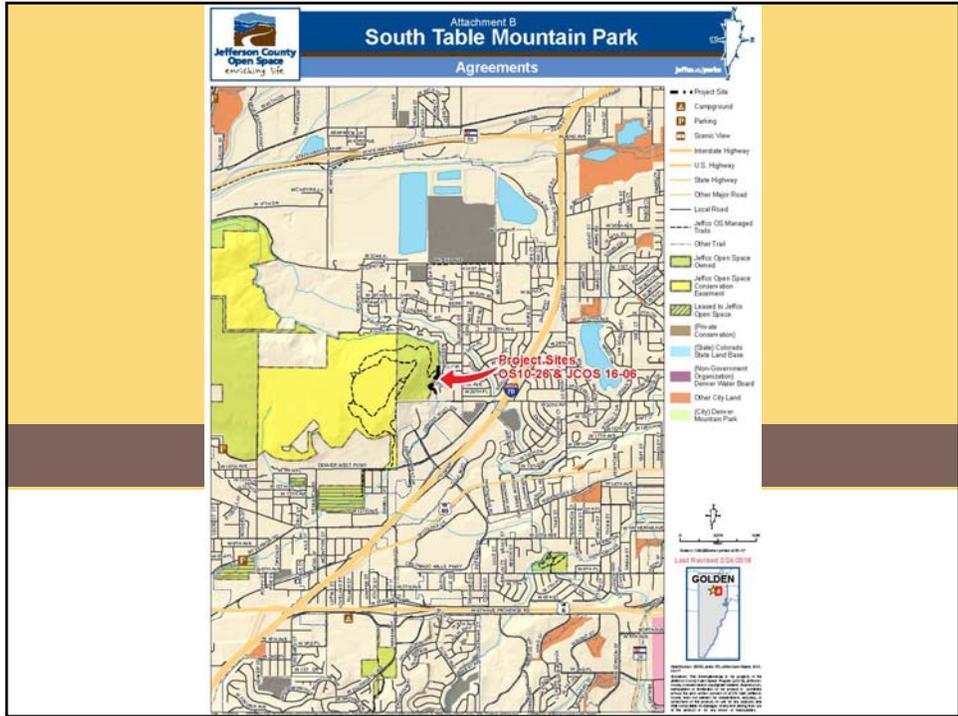
Replacing flooring in the kitchen/service area

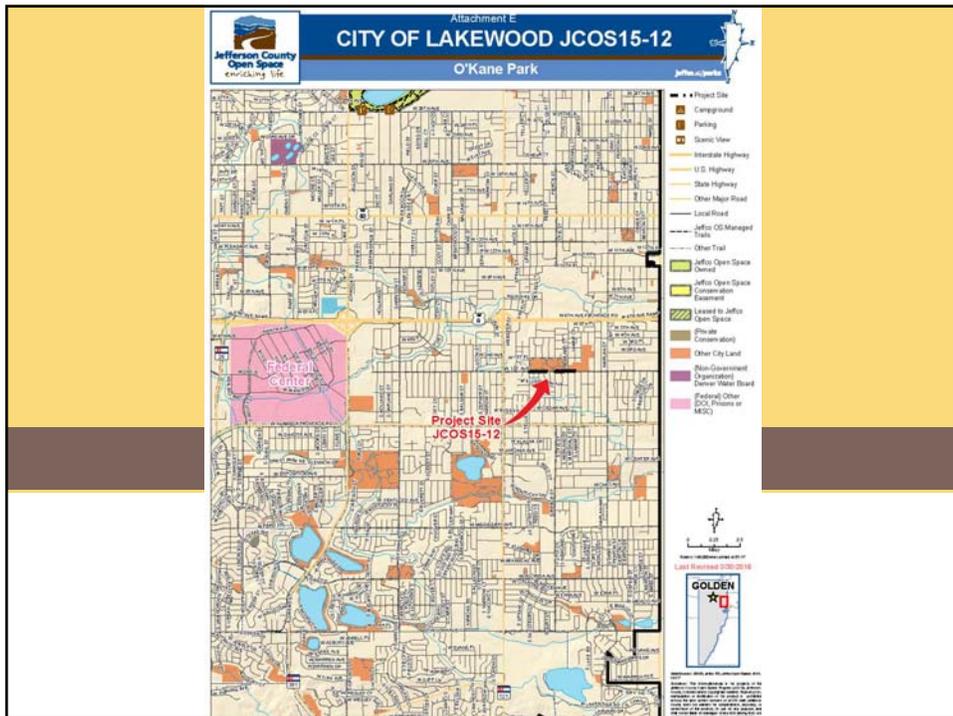
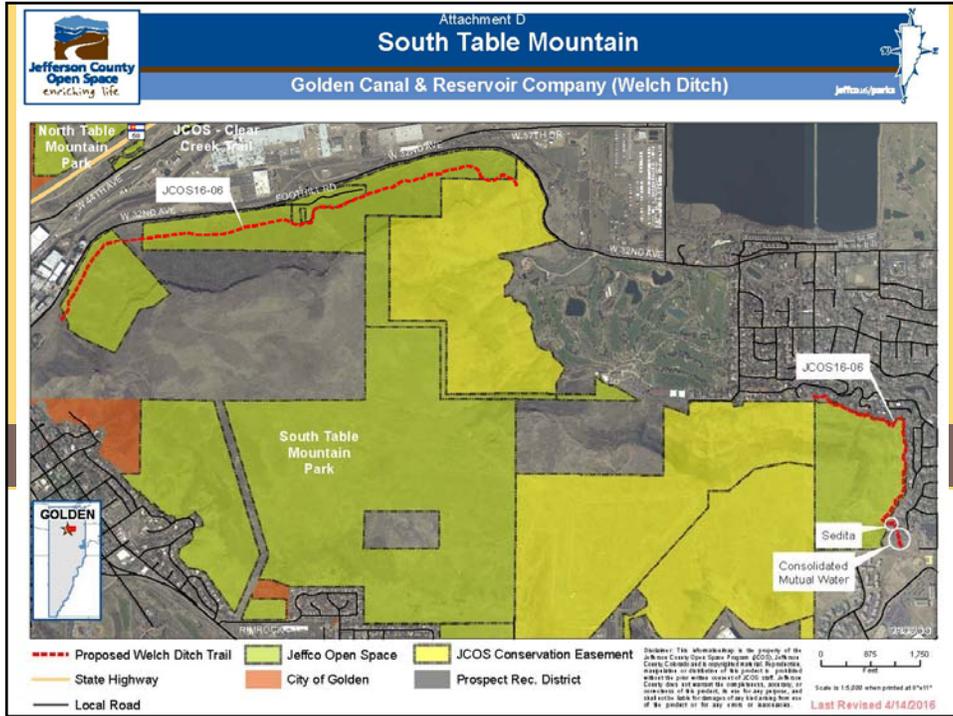


Replacement of portions of front entrance

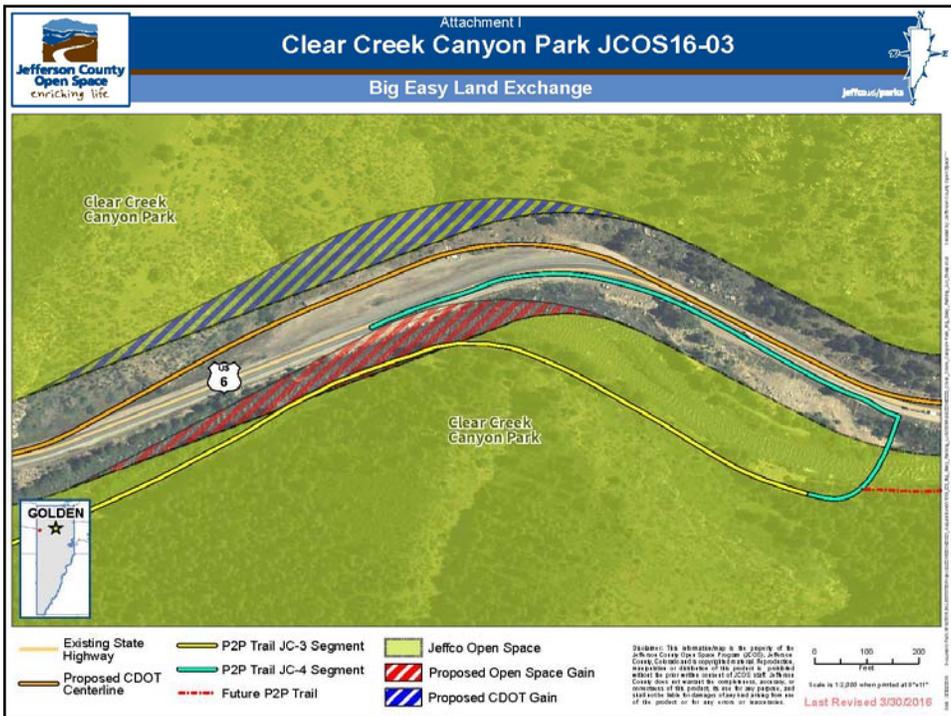
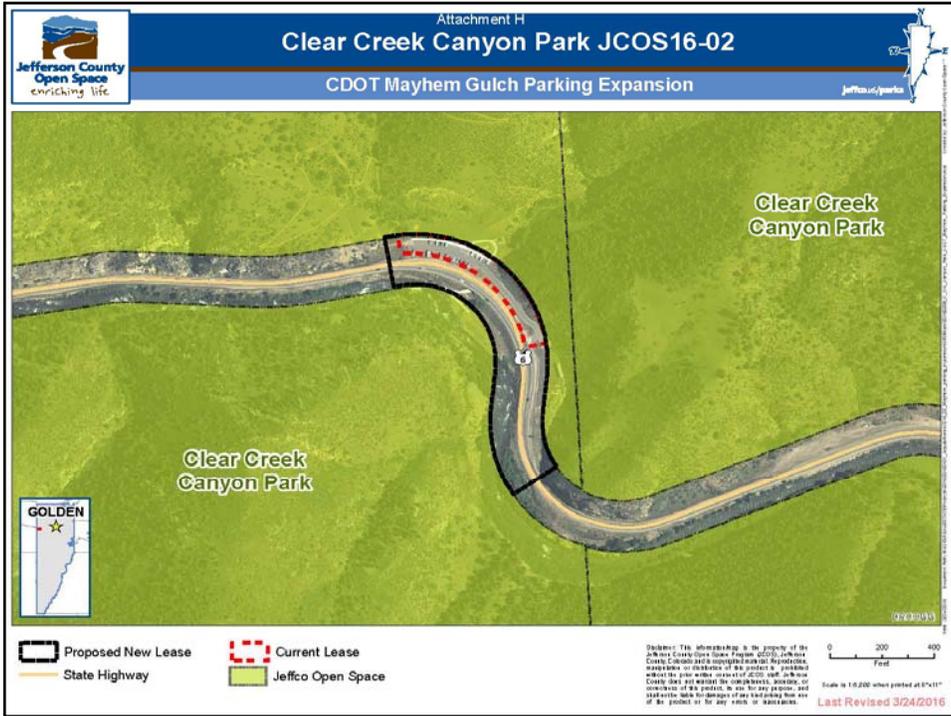
# Quarterly Parks Update April 26, 2016

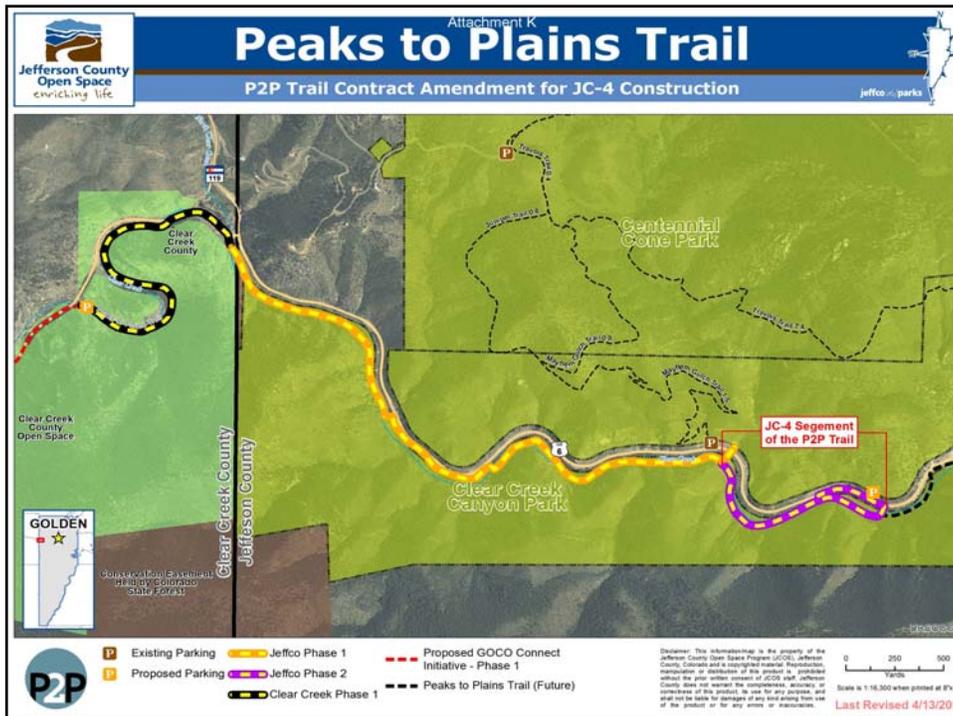
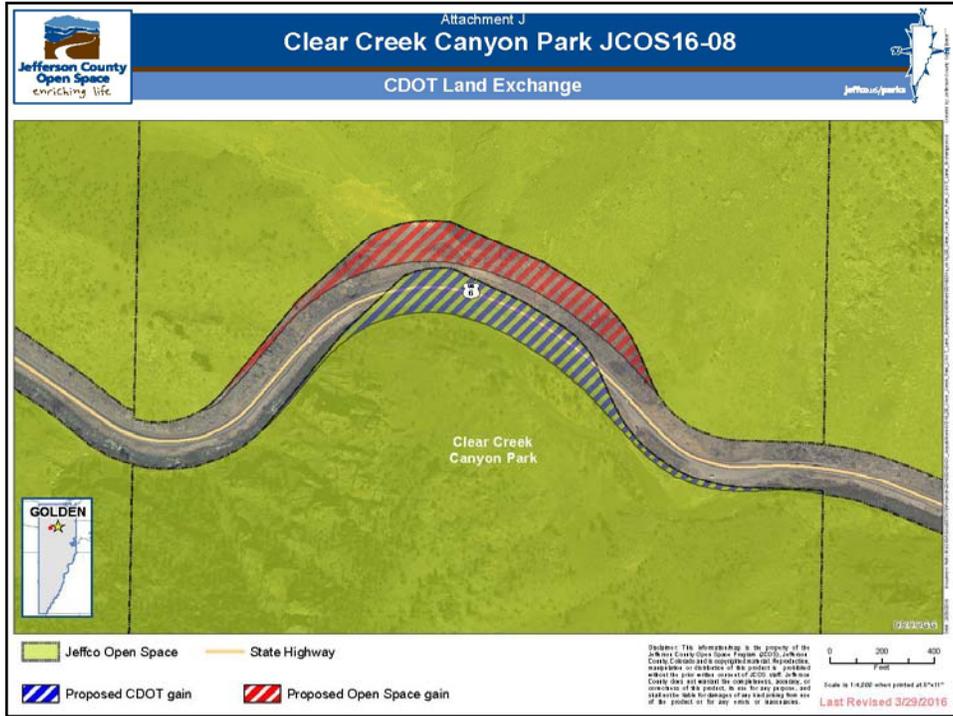


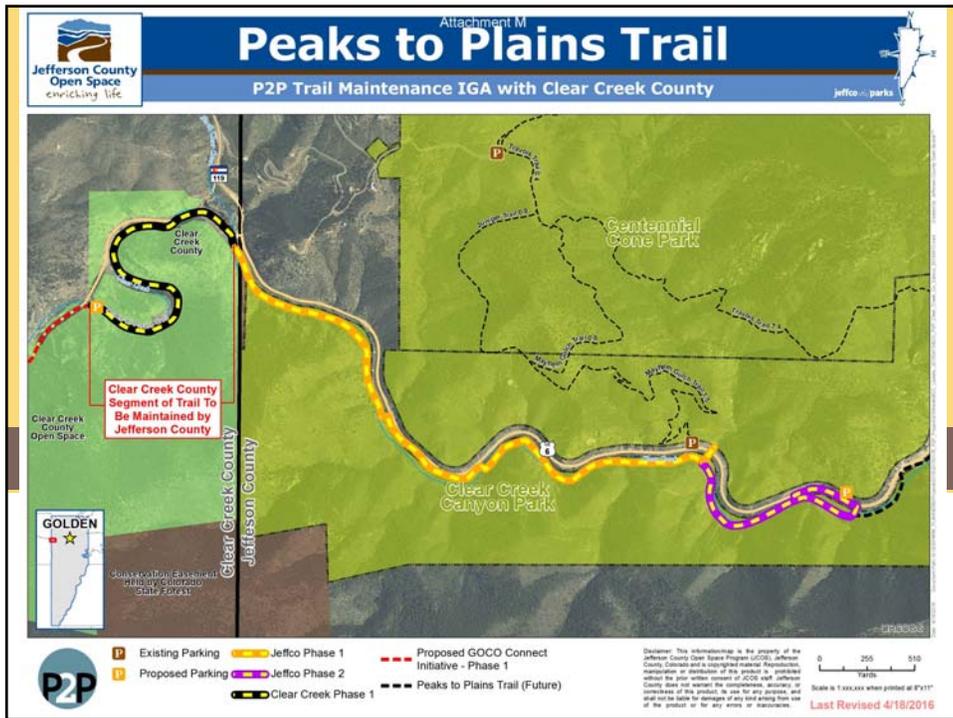
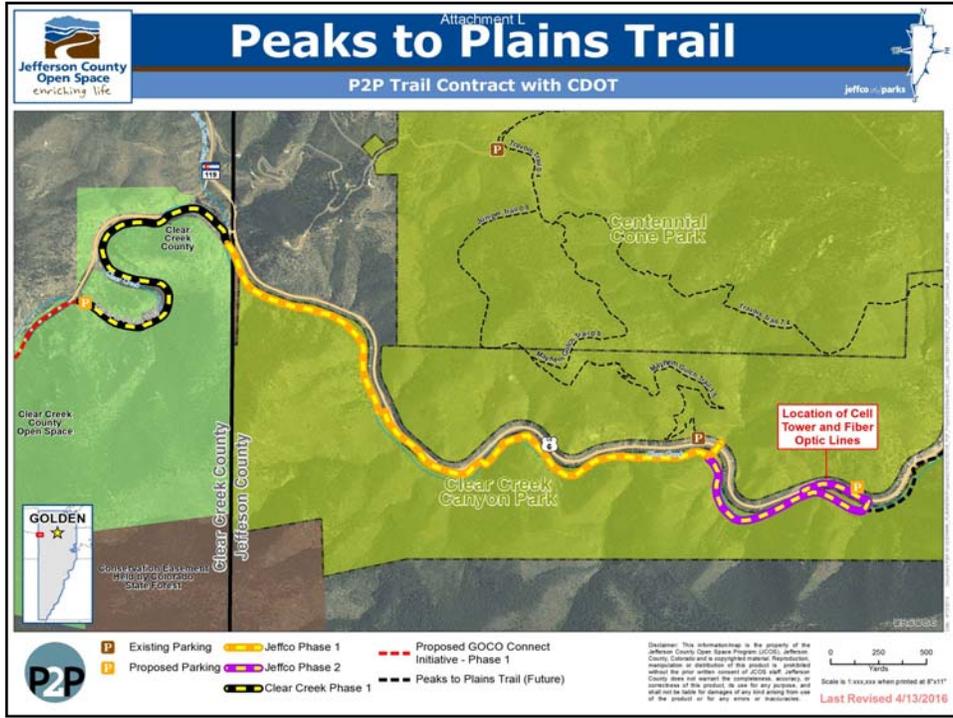


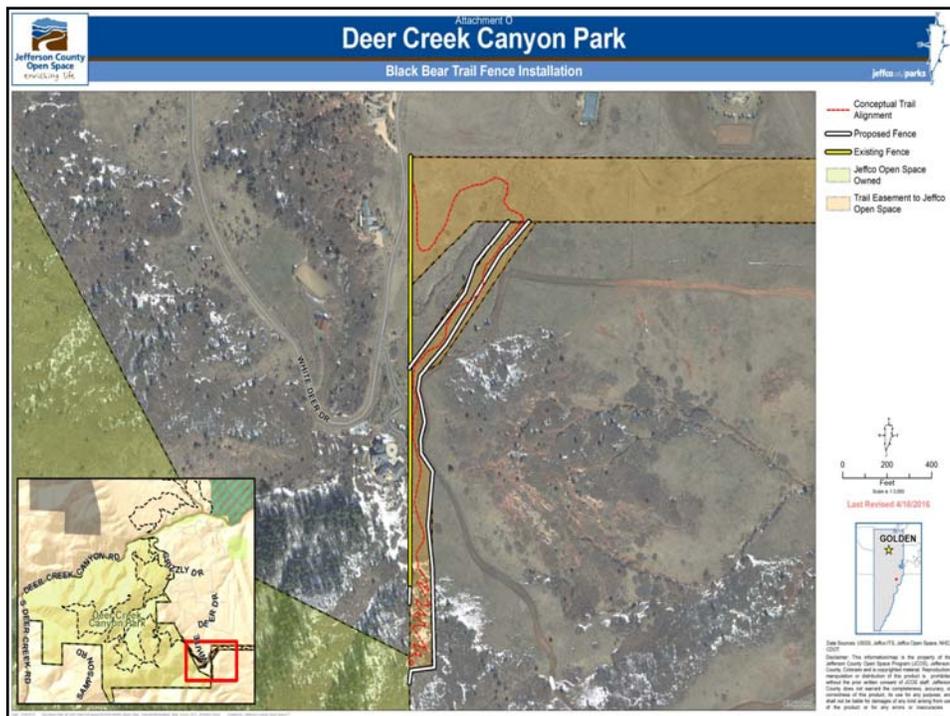
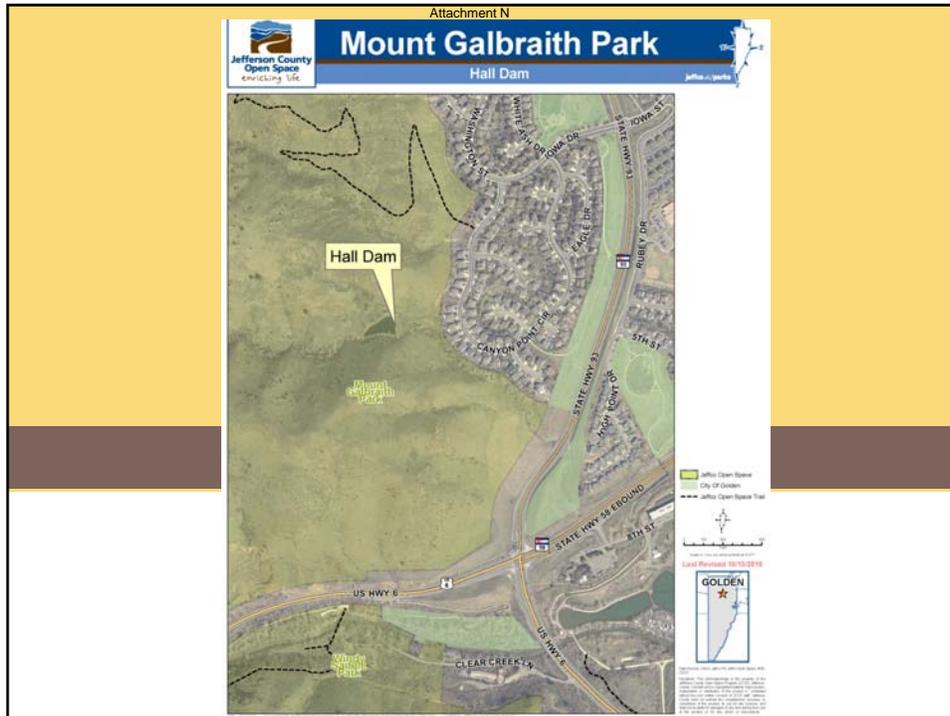






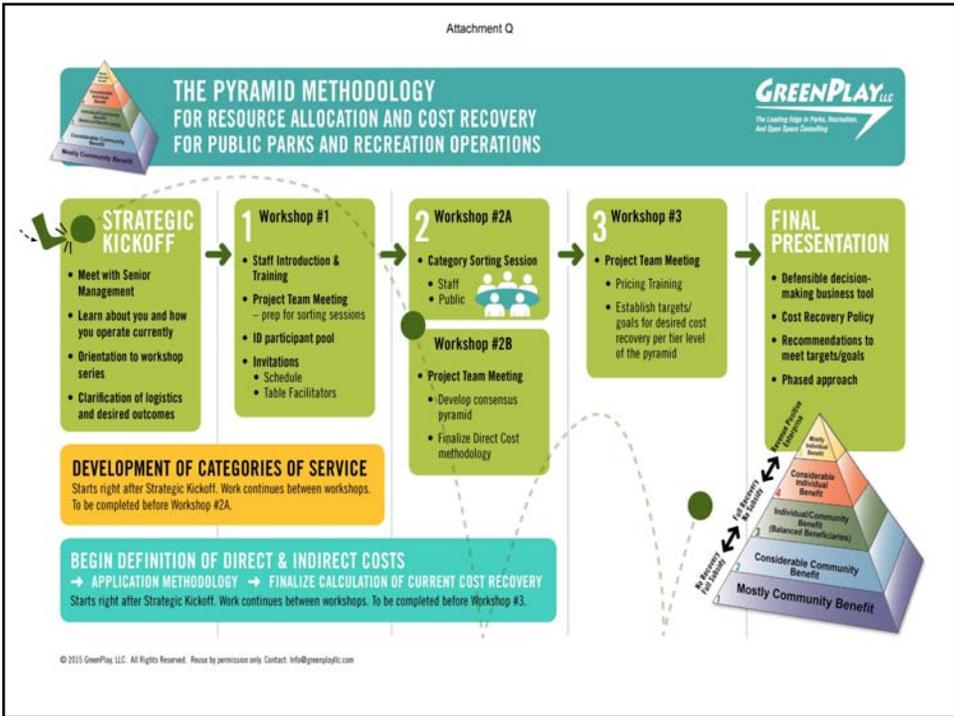






**Attachment P**  
Parks Cost Recovery Fee Assessment Study Schedule

PROJECT COMPONENT (From Scope of Services)	ASSIGNED TO	March	April	May	June	July	August
<b>Kick off and Critical Success Factors</b>	ALL						
<b>Integration with Values, Vision, Mission</b>							
Information Gathering (Definitions and Guidelines)	ALL						
Agency Categories of Service	JCP						
Definitions and Guidelines	JCP						
<b>Workshops 1a and 1b</b>							
1a - Staff Workshops	ALL		April 9				
1b - Project Team	ALL		April 9				
Commissioner Szabo			April 19				
Commissioner Tighe			April 21				
Commissioner Rosier			April 21				
County Commissioners Update	JCP		April 26				
<b>Workshops 2a and 2b</b>							
2a - Staff Sorting Workshops	ALL			May 25			
2a - Public Workshops	ALL			May 25 & 26			
2b - Staff/Team Pyramid Development	ALL			May 26			
<b>Workshop 3</b>							
3 - Pricing Strategies Workshop	ALL						
County Commissioners Update	JCP						
<b>Final Documents</b>							
Comprehensive User Fees Policy	GP						
GP= GreenPlay, JCP (client)							



**THE PYRAMID METHODOLOGY: COST RECOVERY AND SUBSIDY ALLOCATION PHILOSOPHY**

The creation of a cost recovery and subsidy allocation philosophy and policy is a key component to maintaining an agency's financial control, equitably pricing offerings, and helping to identify core services including programs and facilities.

Critical to this philosophical undertaking is the support and buy-in of elected officials and advisory boards, staff, and ultimately, citizens. Whether or not significant changes are called for, the organization should be certain that it philosophically aligns with its constituents. The development of a financial resource allocation philosophy and policy is built upon a very logical foundation, based upon the theory that those who benefit from parks and recreation services ultimately pay for services.



The development of a financial resource allocation philosophy can be separated into the following steps:

**Step 1 – Building on Your Organization's Values, Vision, and Mission**

The premise of this process is to align agency services with organizational values, vision, and mission. It is important that organizational values are reflected in the vision and mission. Oftentimes, mission statements are a starting point and further work needs to occur to create a more detailed common understanding of the interpretation of the mission and a vision for the future. This is accomplished by engaging staff and community members in a discussion about a variety of filters.

**Step 2 – Understanding the Pyramid Methodology, the Benefits Filter, and Secondary Filters**

Filters are a series of continuums covering different ways of viewing service provision. Filters influence the final positioning of services as they relate to each other and are summarized below. The **Benefits Filter**, however, forms the **foundation** of the **Pyramid Model** and is used in this discussion to illustrate a cost recovery philosophy and policies for parks and recreation organizations.

Filter	Definition
<b>Benefit</b>	Who receives the benefit of the service? (Skill development, education, physical health, mental health, safety)
<b>Access/Type of Service</b>	Is the service available to everyone equally? Is participation or eligibility restricted by diversity factors (i.e., age, ability, skill, financial)?
<b>Organizational Responsibility</b>	Is it the organization's responsibility or obligation to provide the service based upon mission, legal mandate, or other obligation or requirement?
<b>Historical Expectations</b>	What have we always done that we cannot change?
<b>Anticipated Impacts</b>	What is the anticipated impact of the service on existing resources? On other users? On the environment? What is the anticipated impact of not providing the service?
<b>Social Value</b>	What is the perceived social value of the service by constituents, city staff and leadership, and policy makers? Is it a community builder?

**THE BENEFITS FILTER**

The principal foundation of the Pyramid is the **Benefits Filter**. Conceptually, the base level of the pyramid represents the mainstay of a public parks and recreation system. Services appropriate to higher levels of the pyramid should only be offered when the preceding levels below are comprehensive enough to provide a foundation for the next level. This foundation and upward progression is intended to represent public parks and recreation's core mission, while also reflecting the growth and maturity of an organization as it enhances its service offerings.

It is often easier to integrate the values of the organization with its mission if they can be visualized. An ideal philosophical model for this purpose is the pyramid. In addition to a physical structure, pyramid is defined by Webster's Dictionary as "an immaterial structure built on a broad supporting base and narrowing gradually to an apex." Parks and recreation programs are built with a broad supporting base of core services, enhanced with more specialized services as resources allow. Envision a pyramid sectioned horizontally into five levels.

**MOSTLY COMMUNITY Benefit**

The foundational level of the Pyramid is the largest, and includes those services including programs and facilities which **MOSTLY** benefit the **COMMUNITY** as a whole. These services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally pays for these basic services via tax support. These services are generally offered to residents at a minimal charge or with no fee. A large percentage of the agency's tax support would fund this level of the Pyramid.

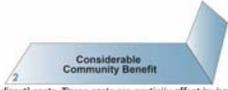


*Examples of these services could include: the existence of the community parks and recreation system, the ability for youngsters to visit facilities on an informal basis, low-income or scholarship programs, park and facility planning and design, park maintenance, or others.*

**NOTE: All examples above are generic – individual agencies vary in their determination of which services belong in the foundation level of the Pyramid based upon agency values, vision, mission, demographics, goals, etc.**

**CONSIDERABLE COMMUNITY Benefit**

The second and smaller level of the Pyramid represents services which promote individual physical and mental well-being, and may begin to provide skill development. They are generally traditionally expected services and/or beginner instructional levels. These services are typically assigned fees based upon a specified percentage of direct (and may also include indirect) costs. These costs are partially offset by both a tax subsidy to account for **CONSIDERABLE COMMUNITY** benefit and participant fees to account for the **individual** benefit received from the service.



*Examples of these services could include: the capacity for teens and adults to visit facilities on an informal basis, ranger led interpretive programs, beginning level instructional programs and classes, etc.*

Attachment R

**BALANCED INDIVIDUAL/COMMUNITY Benefit**

The third and even smaller level of the Pyramid represents services that promote individual physical and mental well-being, and provide an intermediate level of skill development. This level provides balanced INDIVIDUAL and COMMUNITY benefit and should be priced accordingly. The Individual fee is set to recover a higher percentage of cost than those services that fall within lower Pyramid levels.



Examples of these services could include: summer recreational day camp, summer sports leagues, year-round swim team, etc.

**CONSIDERABLE INDIVIDUAL Benefit**

The fourth and still smaller Pyramid level represents specialized services generally for specific groups, and those which may have a competitive focus. Services in this level may be priced to recover full cost, including all direct and indirect expenses.



Examples of these services could include: specialty classes, golf, and outdoor adventure programs.

**MOSTLY INDIVIDUAL Benefit**

At the top of the Pyramid, the fifth and smallest level represents services which have profit center potential, may be in an enterprise fund, may be in the same market space as the private sector, or may fall outside the core mission of the agency. In this level, services should be priced to recover full cost in addition to a designated profit percentage.



Examples of these activities could include: elite diving teams, golf lessons, food concessions, company picnic rentals, and other facility rentals such as for weddings or other services.

**Step 3 – Developing the Organization's Categories of Service**

In order to avoid trying to determine cost recovery or subsidy allocation levels for each individual agency service including every program, facility, or property, it is advantageous to categorize agency services into like categories. This step also includes the development of category definitions that detail and define each category and service inventory "checks and balances" to ensure that all agency services belong within a developed category. Examples of Categories of Service could include: Beginner Instructional Classes, Special Events, and Concessions/Vending.

**Step 4 – Sorting the Categories of Service onto the Pyramid**

It is critical that this sorting step be done with staff, governing body, and citizen representatives involved. This is where ownership is created for the philosophy, while participants discover the current and possibly varied operating histories, cultures, and organizational values, vision, and mission. It is the time to develop consensus and get everyone on the same page – the page that is written together. Remember, this effort must reflect the community and must align with the thinking of policy makers.

Attachment R

**Sample Policy Development Language:**

XXX community brought together staff from across the department, agency leadership, and citizens to sort existing programs into each level of the Pyramid. The process was facilitated by an objective and impartial facilitator in order to hear all viewpoints. It generated discussion and debate as participants discovered what different people had to say about serving culturally and economically varied segments of the community, about historic versus active-use parks, about the importance of adult versus youth versus senior activities, and other philosophical and values-based discussions. This process gets at both the "what" and "why" with the intention of identifying common ground and consensus.

**Step 5 – Defining Direct and Indirect Costs**

The definition of direct and indirect costs can vary from agency to agency. What is important is that all costs associated with directly running a program or providing a service are identified and consistently applied across the system. Direct costs typically include all the specific, identifiable expenses (fixed and variable) associated with providing a service. These expenses would not exist without the service and may be variable costs. Defining direct costs, along with examples and relative formulas is necessary during this step.

Indirect costs typically encompass overhead (fixed and variable) including the administrative costs of the agency. These costs would exist without any specific service but may also be attributed to a specific agency operation (in which case they are direct expenses of that operation). If desired, all or a portion of indirect costs can be allocated, in which case they become a direct cost allocation.

**Step 6 – Determining (or Confirming) Current Subsidy/Cost Recovery Levels**

This step establishes the expectation that the agency will confirm or determine current cost recovery and subsidy allocation levels by service area based on the new or revised definition of direct and indirect costs. This will include consideration of revenues sources and services costs or expenses. Typically, staff may not be cost accounting consistently, and these inconsistencies will become apparent. Results of this step will identify whether staff members know what it costs to provide services to the community, whether staff have the capacity or resources necessary to account for and track costs, whether accurate cost recovery levels can be identified, and whether cost centers or general ledger line items align with how the agency may want to track these costs in the future.

**Step 7 – Establishing Cost Recovery/Subsidy Goals**

Subsidy and cost recovery are complementary. If a program is subsidized at 75%, it has a 25% cost recovery, and vice-versa. It is more powerful to work through this exercise thinking about where the tax subsidy is used rather than what is the cost recovery. When it is complete, you can reverse thinking to articulate the cost recovery philosophy, as necessary.

The overall subsidy/cost recovery level is comprised of the average of everything in all of the levels together as a whole. This step identifies what the current subsidy level is for the programs sorted into each level. There may be quite a range within each level, and some programs could overlap with other levels of the pyramid. This will be rectified in the final steps.

This step must reflect your community and must align with the thinking of policy makers regarding the broad picture financial goals and objectives.

Attachment R

**Examples**

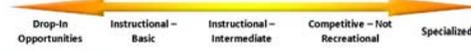
Categories in the bottom level of the Pyramid may be completely or mostly subsidized, with the agency having established limited cost recovery to convey the value of the experience to the user. An established 90-100% subsidy articulates the significant community benefit resulting from these categories.

The top level of the Pyramid may range from 0% subsidy to 50% excess revenues above all costs, or more. Or, the agency may not have any Categories of Service in the top level.

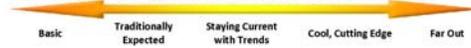
**Step 8 – Understanding and Preparing for Influential Factors and Considerations**

Inherent to sorting programs onto the Pyramid model using the Benefits and other filters is the realization that other factors come into play. This can result in decisions to place services in other levels than might first be thought. These factors also follow a continuum; however, do not necessarily follow the five levels like the Benefits Filter. In other words, a specific continuum may fall completely within the first two levels of the Pyramid. These factors can aid in determining core versus ancillary services. These factors represent a layering effect and should be used to make adjustments to an initial placement on the Pyramid.

**THE COMMITMENT FACTOR:** What is the intensity of the program; what is the commitment of the participant?



**THE TRENDS FACTOR:** Is the program or service tried and true, or is it a fad?



**THE POLITICAL FILTER:** What is out of our control?  
This filter does not operate on a continuum, but is a reality, and will dictate from time to time where certain programs fit in the pyramid

**THE MARKETING FACTOR:** What is the effect of the program in attracting customers?



**THE RELATIVE COST TO PROVIDE FACTOR:** What is the cost per participant?



**THE ECONOMIC CONDITIONS FACTOR:** What are the financial realities of the community?



Attachment R

**FINANCIAL GOALS FACTOR:** Are we targeting a financial goal such as increasing sustainability, decreasing subsidy reliance?



**Step 9 – Implementation**

Across the country, ranges in overall cost recovery levels can vary from less than 10% to over 100%. The agency sets their goals based upon values, vision, mission, stakeholder input, funding, and/or other criteria. This process may have been completed to determine present cost recovery levels, or the agency may have needed to increase cost recovery levels in order to meet budget targets. Sometimes, simply implementing a policy to develop equity is enough without a concerted effort to increase revenues. Upon completion of steps 1-8, the agency is positioned to illustrate and articulate where it has been and where it is heading from a financial perspective.

**Step 10 – Evaluation**

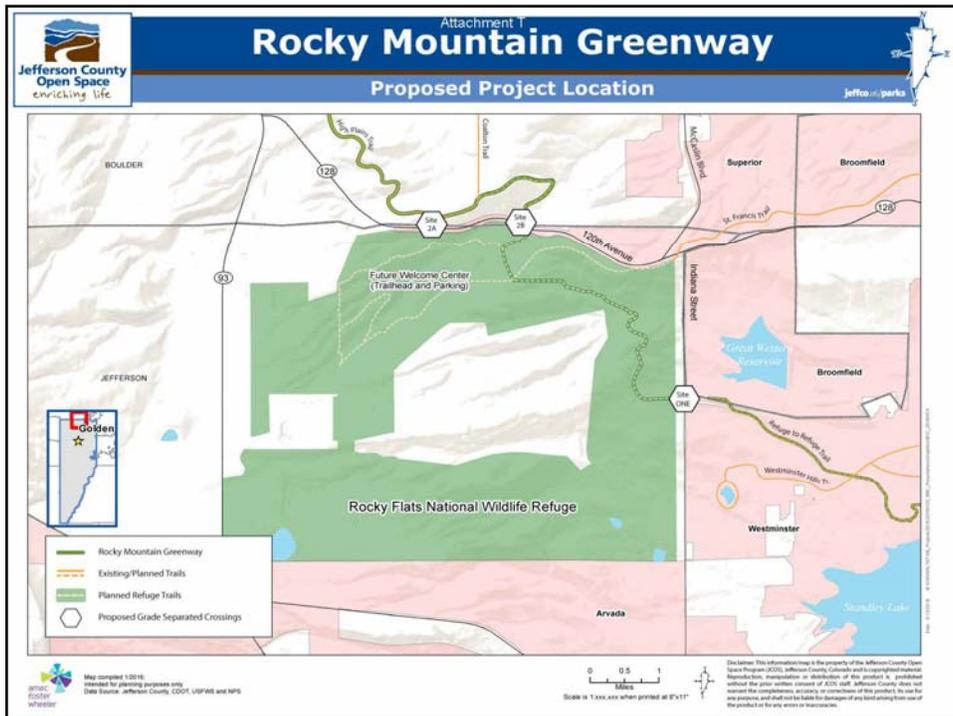
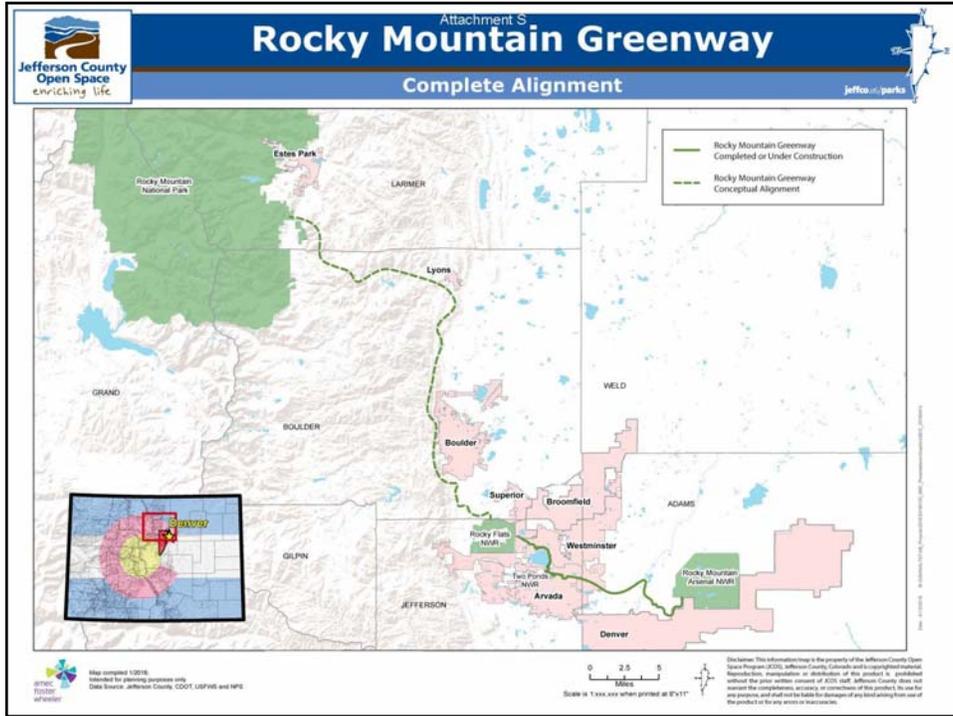
The results of this process may be used to:

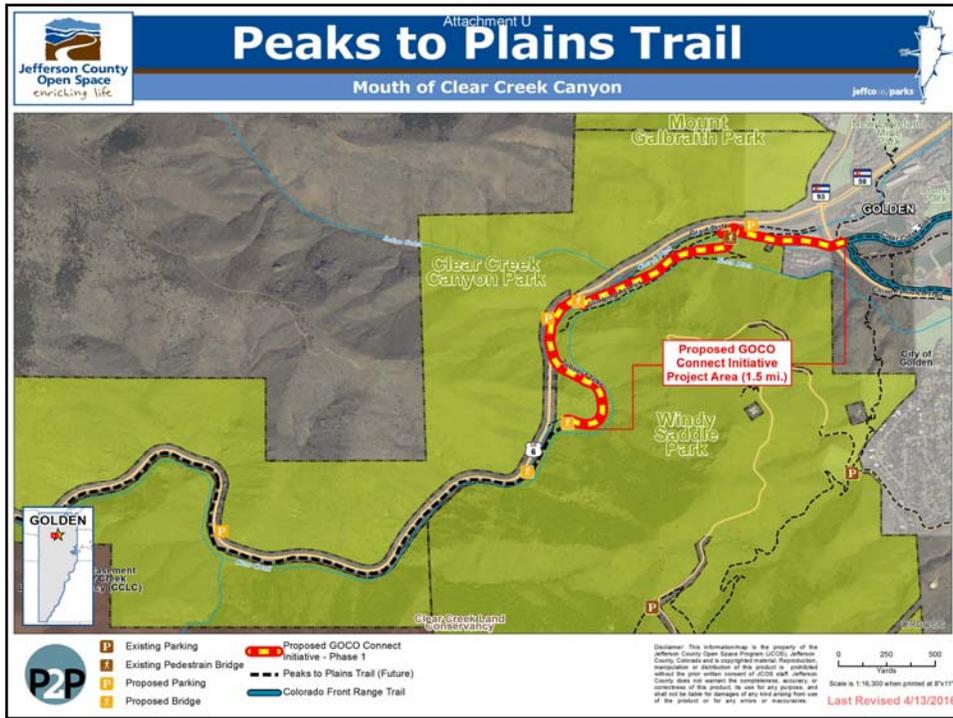
- articulate and illustrate a comprehensive cost recovery and subsidy allocation philosophy
- train staff at all levels as to why and how things are priced the way they are
- shift subsidy to where it is most appropriately needed
- benchmark future financial performance
- enhance financial sustainability
- recommend service reductions to meet budget subsidy targets, or show how revenues can be increased as an alternative
- justifiably price new services

This Cost Recovery/Subsidy Allocation Philosophy: The Pyramid Methodology Outline is provided by:



GreenPlay, LLC, 211 North Public Road, Suite 225, Lafayette, Colorado 80026  
(303) 439-8369; Fax: 303-664-5313; info@greenplayllc.com; www.greenplayllc.com  
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**JEFFCO**  
FAIR & FESTIVAL

**A SNEAK PEEK INTO JEFFERSON COUNTY'S NEWEST SIGNATURE EVENT**

# RE-IMAGINED EVENT

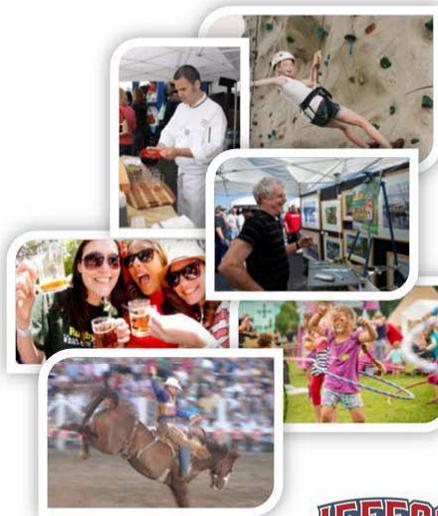


- Community research, focus groups and surveys
- Seven member Steering Committee
- Create a County celebration for those that live, work and play in Jeffco
- Re-imagined event that will celebrate the past, present and future of Jeffco with immersive, educational and entertaining experiences for all ages



# DESIGN

- Immersive, educational and entertaining
- Features art, displays and demonstrations from local artists, businesses, street vendors, and immersive experiences and activities designed to celebrate agriculture, farming and all of the other great things Jeffco has to offer
- Event is divided into multiple "zones" or areas to include...





# ZONES

**EXPO PLAZA**

DA'S SAFETY FAIR

AG APPRECIATION DAY

JEFFCO KIDS DISCOVERY DAY

FIRST RESPONDERS DAY

MILITARY DAY

# ZONES

**THE HUB**

TWO CONCERT STAGES

JEFFCO BREW EXPERIENCE

LIVE ENTERTAINMENT

**ZONES**

**BE WILD, JEFFCO**

DISCOVER OUTDOOR ADVENTURES

NATURE-BASED EXPERIENCES

INTERACTIVE OUTDOOR RECREATION

**JEFFCO**  
FAIR & FESTIVAL  
AUGUST 11 - 14, 2016

The map shows eight zones: Zone 1 (blue), Zone 2 (green), Zone 3 (purple), Zone 4 (light green), Zone 5 (orange), Zone 6 (light blue), Zone 7 (brown), and Zone 8 (teal). Other features include parking areas, a maintenance facility, and various buildings. A callout line points from the 'BE WILD, JEFFCO' text to Zone 4.

**ZONES**

**JEFFCO THEN & NOW**

HISTORY

OLD WEST

PROGRESS

CULTURE

SALOON

COMMUNITY

**JEFFCO**  
FAIR & FESTIVAL  
AUGUST 11 - 14, 2016

The map is identical to the one above, showing zones 1 through 8 and other site features. A callout line points from the 'JEFFCO THEN & NOW' text to Zone 5.

# ZONES

- RODEO ARENA**
- OPENING CEREMONIES**
- MUTTON BUSTIN'**
- FAMILY MOVIE NIGHT**
- RODEO 101**
- BULL RIDING & FREESTYLE**
- BULL FIGHTING EVENT**
- CPRA RODEO**

# CURRENT PARTNERS

# LAUNCH



- Website: CelebrateJeffco.com
- Social Media: @CelebrateJeffco
- #CelebrateJeffco
- Media stunts and marketing
- Community awareness



# NEXT STEPS

- Recruitment
  - County Department/Divisions
  - Sponsorships
  - Vendors
  - Volunteers
- Advanced ticket sales – *This summer*
- Marketing
  - 'Like', 'Follow', 'Share', 'Tweet', 'Post'
  - Talk about it
- Attend August 11 – 14, 2016





**AUGUST 11 – 14, 2016**

**JEFFCO FAIRGROUNDS**

*See ya there!*

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER****INTERGOVERNMENTAL FUNDING AGREEMENT TO IMPROVE GENESEE DRIVE  
CITY AND COUNTY OF DENVER  
APRIL 26, 2016** For Information For Discussion/Approval  
Prior to Future Hearing For Action**ISSUE:**

Consideration of an Intergovernmental Funding Agreement with the City and County of Denver to do roadway improvements to a portion of Genesee Drive situated within Genesee Park, which is a Denver Mountain Park owned by the City and located in Jefferson County.

**BACKGROUND:**

The City and County of Denver Parks and Recreation contacted Road and Bridge about resurfacing Genesee Drive with recycled asphalt approximately 1600 feet of existing roadway.

**DISCUSSION:**

The proposed project will be undertaken within Genesee Park, which is located in Jefferson County, and will be limited to a portion of Genesee Drive, running from the intersection with Genesee Mountain Road to the intersection of Chief Hosa Road. The Project will benefit both the County, in that its citizens own adjoining or nearby property and regularly use Genesee Drive for access to and from their residences, and the City, in that its citizens and other members of the public use Genesee Drive for access to and from Genesee Park. The City and County of Denver will pay the total cost of \$49,178.67 to Jefferson County for said project.

**RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners approve the agreement as a business consent item at a future hearing.

**FISCAL IMPACT:**

The proposed project can be accommodated in the 2016 approved Road and Bridge budget. Additionally, the Road and Bridge fund will receive revenue in the amount of \$49,178.67 from the City and County of Denver.

**ORIGINATOR:**

Michael Dobbs, Project Manager, Road and Bridge, X5233

**CONTACTS FOR ADDITIONAL INFORMATION**

Larry Benshoof, Director, Road and Bridge, X5204

Jeanie Rossillon, Director, Development and Transportation, X8575

## INTERGOVERNMENTAL AGREEMENT

### (Road Work on Genesee Drive in Genesee Park)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), dated as of the date set forth on the City's signature page below, is made and entered into by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County"), and the CITY AND COUNTY OF DENVER, a Colorado municipal corporation (the "City").

#### RECITALS

A. The County and the City desire that certain roadway improvements be made to a portion of Genesee Drive situated within Genesee Park, which is a Denver Mountain Park owned by the City and located in Jefferson County.

B. The work to be performed by the County and its crews will consist of road resurfacing with recycled asphalt approximately 1600 feet of existing roadway, as further described in this Agreement (referred to herein as the "Project").

C. The Project will benefit both the County, in that its citizens own adjoining or nearby property and regularly use Genesee Drive for access to and from their residences, and the City, in that its citizens and other members of the public use Genesee Drive for access to and from Genesee Park.

D. The County and the City enter into this agreement to memorialize the terms and conditions for the funding and work to be completed for the Project.

E. Section 29-1-203, C.R.S, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.

NOW, THEREFORE, for and in considerations of the promises, terms and conditions set forth herein, the County and the City agree as follows:

1. The Project:

A. The Project will be undertaken within Genesee Park, which is located in Jefferson County, and will be limited to a portion of Genesee Drive, running from the intersection with Genesee Mountain Road to the intersection of Chief Hosa Road, as depicted in the attached **Exhibit A**, which is incorporated herein by reference (referred to herein as "Genesee Drive").

B. The County shall perform the Project as described, and at such costs as specified, in the attached **Exhibit B**, which is incorporated herein by reference. The Project shall consist of the construction of a recycled asphalt roadway surface for Genesee Drive including: any necessary utility locations; minor clearing and grubbing; shaping and scarifying of the existing road surface; placing, shaping, and compacting six inches of screened millings to create

a new road surface consisting of two eleven-foot-wide travel lanes with two two-foot-wide millings shoulders.

C. The Project will be completed prior to the expiration date of this Agreement, as specified in section 3 below. Any modifications to the specifications and costs stated in Exhibit B shall require the prior written approval of the City and the total costs of the Project, including modifications, shall not exceed the Maximum Contract Amount specified in section 4 below unless an amendment to this Agreement is entered into increasing the Maximum Contract Amount.

D. All work shall be performed by the County's Road and Bridge crews.

2. Representatives; Coordination; Corrective Actions:

A. The County designates Don Kennedy of the Road & Bridge Division as the County Representative under this Agreement. The City designates \_\_\_\_\_ of the Denver Department of Parks and Recreation as the City Representative under this Agreement. Each party shall be notified of any change by the other in its authorized representative.

B. The County Representative shall coordinate and collaborate with the City Representative as to the schedule and progress of work for the Project, any proposed modifications to **Exhibit B**, and any problems or difficulties encountered in the performance of the work, and shall schedule inspections with the City Representative upon completion of the Project and as warranted during the progress of the work.

C. If the City Representative observes any work or materials that are not in accordance with this Agreement and **Exhibit B** or not in accordance with any modifications approved by the City Representative, the City Representative shall immediately notify the County Representative. The County shall immediately cause any such work to be repaired or redone, and any such materials to be replaced, in accordance with this Agreement and **Exhibit B**, and any costs related to such corrective actions shall not be billed to the City.

3. Term: The Agreement shall expire upon the completion of the Project by the County and acceptance of the work by the City Representative, but in no case later than September 30, 2016.

4. Maximum Contract Amount: The County agrees that the total amount specified in **Exhibit B** shall be sufficient to cover all of its costs and expenses for the Project, including all out-of-pocket expenses, unless a modification is approved by the City Representative. In no case shall the total compensation for the Project, including any authorized modifications, exceed \$49,178.67. Any proposed modifications to the Project that exceed this Maximum Contract Amount shall require an amendment to this Agreement, which must be approved in the same manner as this Agreement. Upon submission of an invoice and supporting documentation as to the work and cost of the work completed and accepted by the City Representative, the City shall pay the County within thirty (30) days after completion of the Project and acceptance of the work by the City Representative.

5. General Provisions:

A. Reasonable Efforts; Good Faith: The County and the City agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

B. Fair Dealing. In all cases where the consent or approval of one party is required before the other may act, or where the agreement or cooperation of the parties is separately or mutually required as a legal or practical matter, then in that event the parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement as the same are set forth herein, subject to the terms hereof; provided, however, that nothing in this Agreement shall be construed as imposing on either party any greater duty or obligation to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

C. Financial Interests: The parties agree and covenant that any financial interests created in, or used to secure financing and payment for the costs of, any work performed under this Agreement, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude, and not encumber, property title, rights and interests held by Denver from such debt or financial security contained in such financial instruments. The terms and conditions of this Agreement must be expressly recognized in any such financial instrument(s), which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Agreement.

D. Appropriation: Notwithstanding any provision of this Agreement to the contrary but subject to sub-sections 5.A. and 5.B above, the parties agree that the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the respective parties. The parties acknowledge that this Agreement is not intended to create a multiple-fiscal-year direct or indirect debt or financial obligation of either Party, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

E. Non-waiver: No party shall be excused from complying with any provision of this Agreement by the failure of the other party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said party.

F. Examination of Records/Audit: The parties agree that, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, any duly authorized representative of either party, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other party involving any matter related to this Agreement.

Any party shall be entitled to review and audit the performance of this Agreement at that party's sole expense.

G. Applicable Law/Exercise of Authority: The parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the effective date of this Agreement or as may be subsequently enacted or adopted and become applicable; provided, however, both Parties agree that neither party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Agreement or result in effectively nullifying this Agreement, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the respective parties.

H. No Discrimination In Employment: In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

I. Conflict of Interest: The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and the County further agrees not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

J. Liability:

1) To the extent authorized by law, the County shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of the County or its officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law, the City shall be responsible for 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 officers, employees, and agents in connection with the subject matter of this Agreement.

3) Nothing in this sub-section 5.J. or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the parties against third parties by law.

K. Force Majeure: Neither party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the party asserting *force majeure* to the other party. “*Force majeure*” shall mean causes beyond the reasonable control of a party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the parties.

L. Further Assurances: From time to time, upon the request of a party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the rights of said party under this Agreement, provided said requesting party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other party is entitled under the Agreement.

M. Contracting or Subcontracting: The work for the Project as specified in this Agreement shall be conducted solely by the County through the County’s Road and Bridge Division. The County shall not voluntarily or involuntarily assign any of its rights or obligations or subcontract performance obligations under this Agreement. Any assignment or subcontracting will be ineffective and void, and shall be cause for termination of this Agreement by the City, in which event the City shall not be obligated to pay any compensation to the County as specified in section 4 of this Agreement. In the event of any subcontracting or assignment: (i) the County shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any party to whom the County has assigned or subcontracted its rights or obligations under this Agreement.

N. Enforcement: The parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages (notwithstanding termination of the Agreement), as may be available according to the laws and statutes of the State of Colorado; provided, however, the parties agree to and hereby release any claims for incidental, consequential, or punitive damages; provided, further, no provision of this Agreement nor the rules and regulations of the County may be enforced by the creation or recording of any type of lien against real property owned by the City, nor may any foreclosure process be utilized to recover any moneys owed by the City to the County. It is specifically understood that, by executing this Agreement, each party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Agreement.

O. Governing Law; Venue: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver, and the

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

S. Entire Agreement: This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire Agreement of the parties. The parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

T. Amendment: Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this Agreement.

U. Severability: Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term or condition that will achieve the original intent and purposes of the parties hereunder.

V. Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

W. Authority: Each party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the party and to bind the party to its terms. The person(s) executing this Agreement on behalf of each party warrants that he/she/they have full authorization to execute this Agreement.

X. Execution of Agreement: This Agreement shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all signatories of the County and the City.

Y. Electronic Signatures and Electronic Records: The parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City and by the County in the manner specified by the County. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Z. Filing With Division Of Local Government. Each party hereto will meet its obligations as set forth in Section 29-1-205, C.R.S., to include information about this

Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement nor the remedies available to the parties hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By \_\_\_\_\_  
Libby Szabo, Chairman  
Board of County Commissioners

STATE OF COLORADO  
COUNTY OF JEFFERSON

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Libby Szabo as Chairman of the Board of County Commissioners of the County of Jefferson, State of Colorado.

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Commission expiration date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kurtis D. Behn  
Assistant County Attorney

CITY AND COUNTY OF DENVER,  
STATE OF COLORADO

By \_\_\_\_\_  
Michael B. Hancock  
Mayor

STATE OF COLORADO  
CITY AND COUNTY OF DENVER

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by  
Michael B. Hancock as Mayor of the City of Denver.

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Commission expiration date

APPROVED AS TO FORM:

By \_\_\_\_\_

**Denver Mountain Parks**  
**Genesse Dr. Millings Project**  
 OPINION OF PROBABLE CONSTRUCTION COST

PREPARED BY  
 JEFFERSON COUNTY ROAD & BRIDGE CONSTRUCTION  
 Revised per Brad Eckert email April 15, 2015

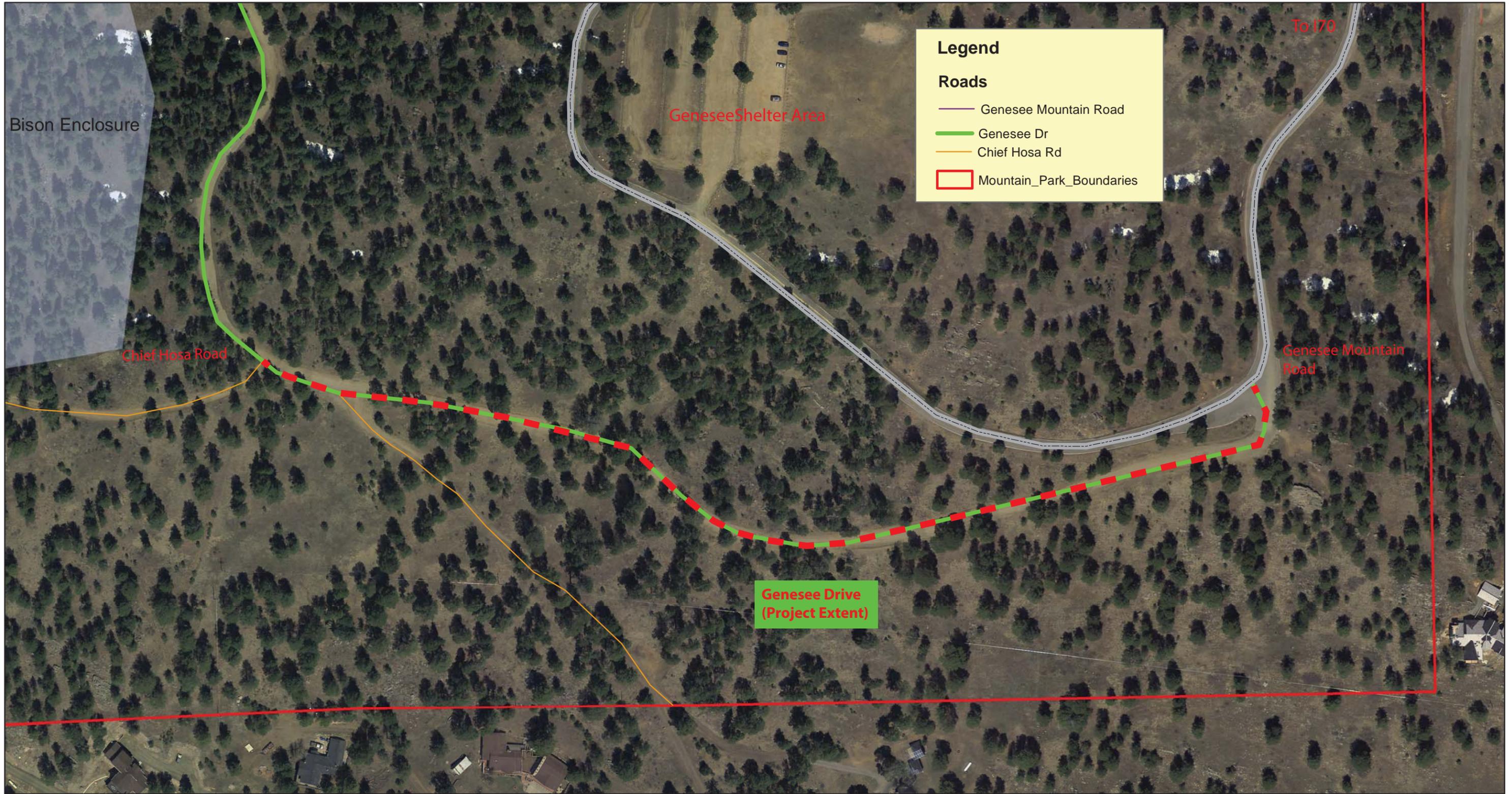
ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
201	CLEARING AND GRUBBING	LS	1	\$3,424.87	\$3,424.87
304	AGGREGATE BASE COURSE [GENESSEE DR.] (MILLINGS CLEAN)	TON	1248	\$23.91	\$29,839.68
304	AGGREGATE BASE COURSE [GENESSEE DR. CDS] (MILLINGS CLEAN)	TON	132	\$23.91	\$3,156.12
306	RECONDITION SUB-GRADE [GENESSEE DR.]	SY	4622	\$0.53	\$2,449.66
306	SUB-GRADE PREPARATION [GENESSEE DR. CDS]	SY	403	\$4.90	\$1,974.70
620	SANITARY FACILITY	EACH	1	\$187.50	\$187.50
626	MOBILIZATION	LS	1	\$1,114.07	\$1,114.07
630	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$2,561.28	\$2,561.28
<b>SUBTOTAL</b>					<b>\$44,707.88</b>
<b>CONTINGENCY</b>					<b>\$4,470.79</b>
					<b>10%</b>
<b>CONSTRUCTION ITEM TOTAL</b>					<b>\$49,178.67</b>

Utilities:

Price and scope includes calling for utility locates. Relocation, removal, protection or potholing of utilities or underground structures, found to be in conflict is not included in the estimate.

Reseeding/Reclamation:

Scope of work excludes reseeding of areas affected by demolition / hauling operations.



**Genesee Park**  
**Genesee Drive Recycled Asphalt Project**

Exhibit A



The City and County of Denver shall not be liable for damages arising out of the use of this information. The information is provided "as is" without warranty of any kind, expressed or implied, including, but not limited to the fitness for a particular use.

**BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER****Boys and Girls Club of Metro Denver and the Jeffco Action Center  
April 26, 2016** For Information For Discussion/Approval  
Prior to Future Hearing For Action**ISSUE:**

Does the BCC approve the contracts for Boys and Girls Club of Metro Denver and the Action Center?

**BACKGROUND:**

The Board of County Commissioners included in the 2016 budget funding in the amount of \$50,000 for the Boys and Girls Club of Metro Denver and \$105,000 for the Action Center.

**DISCUSSION:**

The BCC discussed the scope of services for the Boys and Girls Club at its March 8 and April 5, 2016 briefings. The BCC requested that the scope of services comply with the county's statutory authority to provide recreational services. The Club requests \$50,000 per year to fund 2 part time social recreation directors and 1 full time physical education program specialist. The Boys and Girls Club has asked for continuous funding. The contract has been written to include an option for the county to renew for additional one year periods.

The Action Center requested \$105,000 for the Self-Sufficiency Pathways Program, a continuum of wrap around services that includes intensive case-management and supportive services to households who have a desire to improve their self-sufficiency and are motivated to address barriers and seek out resources. Funding will be directed to Supportive Services (\$30,000), Grocery and Nutrition (\$10,000), Case Management Services (\$50,000), and Administrative/Infrastructure Support (\$15,000). The contract has been written to include an option for the county to renew for additional one year periods.

**FISCAL IMPACT:**

\$50,000 of general funds for Boys and Girls Club and \$105,000 of general funds for The Action Center.

**ORIGINATOR:**

Ellen Wakeman, Kate Newman

CONTRACT

FORM 2_DIVISION <u>For County Use Only</u> -Initial When Completed-	
<input type="checkbox"/> SOS	<input type="checkbox"/> Signatures
<input type="checkbox"/> EPLS	<input type="checkbox"/> Notary
<input type="checkbox"/> Exhibits	<input type="checkbox"/> CA-REV

**Project Section:**

Project: Boys and Girls Club of Metro Denver – Stein Elementary School Reference Date: 2/24/16  
Source of Funds: General Fund

**Contractor Representative Section:**

Contractor (Full Legal/Corporate Name): Boys and Girls Club of Metro Denver, Inc. (“BGCMD”)  
Contractor Representative: Kathy Luna  
E-mail Address: KathyL@BGCMD.org  
Mailing Address: 2017 W. 9<sup>th</sup> Avenue, Denver, CO 80204  
Telephone No.: 303-892-9200 Fax No.: 303-892-9210

If checked, this is a Personal Services Contract and the Services must be performed by the Contractor Representative.

**County Representative Section:**

County Representative: Kate Newman, Deputy County Manager Email Address: knewman@jeffco.us  
Mailing Address: 100 Jefferson County Parkway, Golden, CO 80419  
Telephone No.: 303-271-8567 Fax No.: \_\_\_\_\_

**Key Notice Section: To be completed for sending Key Notices as provided in paragraph 19(i) of the Contract**

<u>The Contractor:</u>	<u>The County:</u>
Contact Name: <u>Kathy Luna</u>	Division/Department: <u>County Manager</u>
Address: <u>2017 W. 9<sup>th</sup> Avenue</u>	Address: <u>100 Jefferson County Parkway</u>
Address: <u>Denver, CO 80204</u>	Address: <u>Golden, CO 80419</u>
Telephone No.: <u>303-892-9200</u>	Telephone No.: <u>303-271-8567</u>
Email Address: <u>kahtyl@BGCMD.org</u>	Email Address: <u>knewman@jeffco.us</u>

**Contract Price:**

Not-to-Exceed Amount: Fifty Thousand Dollars (\$50,000.00)  
 Lump Sum Amount: \_\_\_\_\_

**Term:**

Date by which all services will be completed (Completion Date): \_\_\_\_\_  
 Initial one year term commences (Start Date): January 1, 2016  
 Option to renew. This Contract may be renewed for up to \_\_\_\_\_ additional one-year terms.

**Attachments:**

Scope of Services (*required*), Exhibit A  
 Cost Proposal or Payment and Fee Schedule (*required*), Exhibit B  
 Insurance Requirements (*required*), Exhibit C  
 Timeline, Exhibit \_\_\_\_\_  
 Provision Regarding Illegal Aliens (*service only contracts/contractor has employees*), Exhibit D  
 Contractor Eligibility Verification Form (*service only contracts/individual contractor*), Exhibit \_\_\_\_\_  
 Reports, Exhibit \_\_\_\_\_  
 Grants, Expenditure Authorizations/Award Letters: (list): \_\_\_\_\_  
 Workforce Investment Act Attachments, Exhibit \_\_\_\_\_  
 Other: \_\_\_\_\_, Exhibit \_\_\_\_\_

This Contract (this "Contract") is by and between Jefferson County, Colorado, a body politic and corporate, and the Contractor identified on page 1 of this Contract.

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of this Contract, the Scope of Work, the Cost Proposal or Payment and Fee Schedule, the Insurance Requirements, the provisions of any grants or contracts to which Contractor is a subgrantee or subcontractor of the County in performance of the Services, and any other Attachments indicated on Page 1 of this Contract, whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. **AUTHORIZED REPRESENTATIVES.** The Contractor Representative has the authority to bind the Contractor with respect to the Services and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its Representative at any time by giving notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve a substitute Contractor Representative and, if no substitute is acceptable, the County may terminate this Contract.

3. **SCOPE OF SERVICES.** The Contractor shall provide complete and timely performance of the services described in or reasonably implied from the Contract Documents (the "Services"). Before executing this Contract, the Contractor became fully informed regarding the Services. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents. Contractor may not be the only agency providing the Services for the County and no amount of Services is guaranteed by entering into this Contract unless otherwise indicated in the Contract Documents.

4. **CHANGES IN SERVICES.** The County Representative, by written instructions to the Contractor, may extend the Start Date or the Completion Date (specified on page 1) or make such changes in the Services as may be necessary to accomplish the purposes of this Contract provided such changes are within the authority delegated to the County Representative. All other changes to the Contract Documents must be made by a written amendment to this Contract. The Contractor shall not commence any changed or increased Services prior to receipt of the required duly executed written instructions or amendment. The County shall have no obligation to pay the Contractor for any additional services not specifically authorized herein.

5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the Contract Price specified on page 1 in accordance with the Cost Proposal or Payment and Fee Schedule and Contract Documents. If the Contract Price is a not-to-exceed amount, payment shall be made in accordance with the Contract

Documents up to, but not in excess of, the not-to-exceed amount. The County shall pay the Contractor within thirty (30) calendar days of satisfactory completion and approval of the Services and receipt of an acceptable invoice as described below. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The County shall pay each invoice within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein.

Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **TERM, PERIOD OF PERFORMANCE, AND OPTIONS TO RENEW.** The term of this Contract commences on the Start Date, and terminates upon either the Completion Date or the expiration of the initial term, as specified on page 1, whichever occurs last. If specified on page 1, the County may, at its sole option, renew this Contract for additional one-year periods by giving notice of such renewal prior to the end of the then-current term as described below. If applicable, the Contractor shall send the County Representative notice of any requested change in the Contract Price for the renewal term at least sixty (60) calendar days prior to the end of the then-current term. If the County intends to exercise its option to renew it will meet with the Contractor prior to the end of the then-current term to discuss the Services for the renewal term. Any changes to the Services or the Contract Price for the renewal term will be reflected in a renewal letter provided by the County and approved and accepted by the Contractor.

8. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further services for the County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

9. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure.

All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

**10. NON-ASSIGNMENT, SUBCONTRACTORS, AND PERSONAL SERVICES.** The Contractor shall not assign this Contract or employ any sub-contractor without the prior written approval of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and sub-contractors. The Contractor shall bind each sub-contractor to the terms of this Contract. The County may terminate this Contract if the Contractor assigns or subcontracts this Contract without the prior written consent of the County Representative, and any such assignment or subcontracting shall be a material breach of this Contract. If indicated in the Contract Documents, this Contract is a personal services contract pursuant to which the County intends to obtain the personal services of the Contractor Representative whose knowledge, skills and experience are deemed essential to satisfactory performance of the Services.

**11. INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES; UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

**12. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.

**13. INSURANCE.** The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Attachment attached hereto. The Contractor shall provide certificates evidencing such coverage to the County Representative prior to commencing the Work and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. The Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract which will require the insurance company to provide the County with notice of cancellation of the policy. The form of the endorsement is set forth in Insurance Attachment attached hereto. Any deviations from the form shall require approval of the County Attorney's Office. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

**14. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold the County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Contractor, its officers, employees, sub-contractors, or agents in connection with the performance

of the Services; (2) any breach of a covenant, representation or warranty made by the Contractor under this Contract; (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; (4) breach of any confidentiality provision of State or Federal law; or (5) breach of any requirement of any other agreement incorporated into this Contract.

**15. ENTIRE AGREEMENT; AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by an agreement in writing signed by the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

**16. NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

**17. WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

**18. ILLEGAL ALIENS/AUTHORIZATION TO WORK.** If Contractor has employees, Contractor will comply with §8-17.5-101, C.R.S. regarding Illegal Aliens – Public Contract for Services. If Contractor has no employees, Contractor will provide evidence of authorization to work as required by §24-76.5-101, et seq., C.R.S. prior to provision of the Services.

**19. MISCELLANEOUS PROVISIONS.**

(a) Compliance with Laws. The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses, and permits at its own expense.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services. Contractor covenants and agrees that Contractor will not knowingly perform any act which may compromise its objectivity or conflict in any manner with the performance of the Services. By execution of this Contract, Contractor certifies that Contractor is engaged in no current project and has no direct or indirect interest in any business transactions which might result in a conflict of interest in the performance of the Services under this Contract. The signatories aver that they are familiar with C.R.S. 18-8-301, et. seq., (Bribery and Corrupt Influences), and C.R.S. 28-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present. No funds provided for in this Contract shall be used for lobbying or sectarian activities.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor (the "County Documents") or to which the Contractor has access during the performance of the Services and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The Deliverables shall also constitute a "work made for hire," and the County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. All County Documents and Deliverables shall be deemed confidential. The Contractor shall not disclose to any person or entity any County Document or Deliverable without the prior written consent of the County unless required to do so by law. Notwithstanding the foregoing, if required by the Contract Documents, the Deliverables shall be the property of the State of Colorado.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information developed by or disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Reports and Records. Contractor agrees to provide the County with reports as requested by the County or as listed on the Reports Attachment. Contractor agrees to provide access to records relating to this Contract to any duly authorized representative of the County, the Colorado Department of Human

Services, or other State or federal agency until the expiration of six (6) years after the final payment under this Contract, or such longer time as may be required in the event an audit is undertaken.

(g) Confidentiality of Systems. In addition to containing public record information, a substantial amount of the information stored in the County's networks and systems (collectively, the "System") is confidential and is prohibited from unauthorized disclosure. Many programs, processes and other software products in the County's possession are confidential and may be protected by copyright, trade secret or other proprietary rights, and are not subject to unauthorized disclosure. All proprietary rights shall at all times remain with the County, and no such rights are transferred to the Contractor. The County is and shall remain the sole owner of any programs, data or other information contained on the System, and at no time shall the Contractor have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the System or any information contained on the System.

(h) Governing Law, Forum, and Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(i) Key Notices.

(A) "Key Notices" under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (B) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (A)(ii) or (A)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the addresses specified on page 1 under the Key Notices Section. The parties shall give written notice of any change of address in accordance with this Section. All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract and a copy of any Key Notice shall also be sent to the Jefferson County Attorney as follows:

Jefferson County Attorney  
100 Jefferson County Parkway, #5500  
Golden, Colorado 80419  
Tele: (303)-271-8900  
Email: CAOContracts@jeffco.us

(B) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such

notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

(j) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(k) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(l) Waiver. This Contract or any of its provisions may not be waived except in writing by a party’s Authorized Representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(m) No Third Party Beneficiaries. The enforcement this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, section 24-10-101, et. seq., C.R.S., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be property notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to 121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party’s execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By \_\_\_\_\_  
Libby Szabo, Chairman  
Board of County Commissioners and  
Board of Social Services

STATE OF COLORADO  
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Libby Szabo as  
Chairman, Board of County Commissioners of the County of Jefferson, State of Colorado.

\_\_\_\_\_  
Notary's official signature

APPROVED AS TO FORM:

By \_\_\_\_\_  
Ellen Wakeman  
County Attorney

CONTRACTOR

BOYS & GIRLS CLUB OF METRO DENVER, INC.

By \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of Boys & Girls Club of Metro Denver, Inc.

\_\_\_\_\_  
Notary's official signature

**EXHIBIT A - SCOPE OF SERVICES**

**GOALS AND OBJECTIVES  
Boys & Girls Club of Metro Denver  
Jefferson County**

Objectives	Outcomes	Measurement	Cost	Request from JeffCo
<p>JCBGC will provide a variety of programming every week day, year-round to ensure youth receive the services and support they need to succeed academically, make healthy choices, and positively contribute to this community.</p>	<p>An average of 125 kids will participate in the Club each day, 75 of which be “highly engaged” (attending approximately three times per week)</p>	<p>Kidtrax membership management system.  National Youth Outcomes Initiative (NYOI) survey – implemented annually</p>	<p>Annual operating cost for Jeffco Boys &amp; Girls Club = \$279,162  Annual cost per member:  <ul style="list-style-type: none"> <li>• \$590 average for all members</li> <li>• \$1450 average for highly engaged members (approximately 420 hours of direct service) = \$108,750</li> </ul> </p>	<p>66% of 2 Part Time Social Recreation Directors who manage the Club Gameroom area. Recreational activities include pool, bumper pool, foosball, ping pong and table games - \$20,200</p>
<p>All members will have access to recreational fitness activities every day the Club is open, Monday-Friday, 3:00-8:00 in school year and 9:00-5:00 in summer.</p>	<p>A minimum of 55% members (70) will self-report engaging in a minimum of 60 minutes of physical activity five days a week.</p>	<p>Member daily physical activity during Play60 program and self-reported physical activity on NYOI survey.</p>	<p>Full-time Physical Education Program Specialist, transportation and supplies - \$40,000</p>	<p>100% Full-time Physical Education Program Specialist salary- \$29,800</p>

**EXHIBIT B**  
**COST PROPOSAL – PAYMENT AND FEE SCHEDULE**

**1. PAYMENT AND FEE SCHEDULE**

a) Budget Amount of Agreement

The County shall pay the Contractor for Services described in Exhibit A the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) in equal quarterly installments of \$12,500.00, with the first payment due within 30 days after execution of this Contract and additional payments due on June 31, September 31, and December 31, 2016.

b) Invoices

Contractor shall invoice the County for amounts due under this Contract.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

	<b>INSURANCE REQUIREMENTS –</b>	<b>GENERAL</b>
I	<b>Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.</b>	
II	<b>Certificate Holder must be Jefferson County, Colorado as the certificate holder.</b>	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted.	Required \$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, and statutory Colorado uninsured/under-insured motorist liability coverages. Combined single limit for bodily injury and property damage.	Required \$1M ea occurrence
	<b>Jefferson County must be added as an additional insured to the general liability policy.</b>	Required
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	Certificates of insurance on all policies to the county shall provide written notice of not less than <b>30 days</b> prior to cancellation or change in coverage	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than B+ and/or VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
IV	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
V	<b>Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation</b>	Required

**EXHIBIT D**  
**PROVISIONS REGARDING ILLEGAL ALIENS**

If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify the subcontractor and the County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

F. If Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates the Contract for such breach.

**GOALS AND OBJECTIVES**  
**Boys & Girls Club of Metro Denver**  
**Jefferson County**

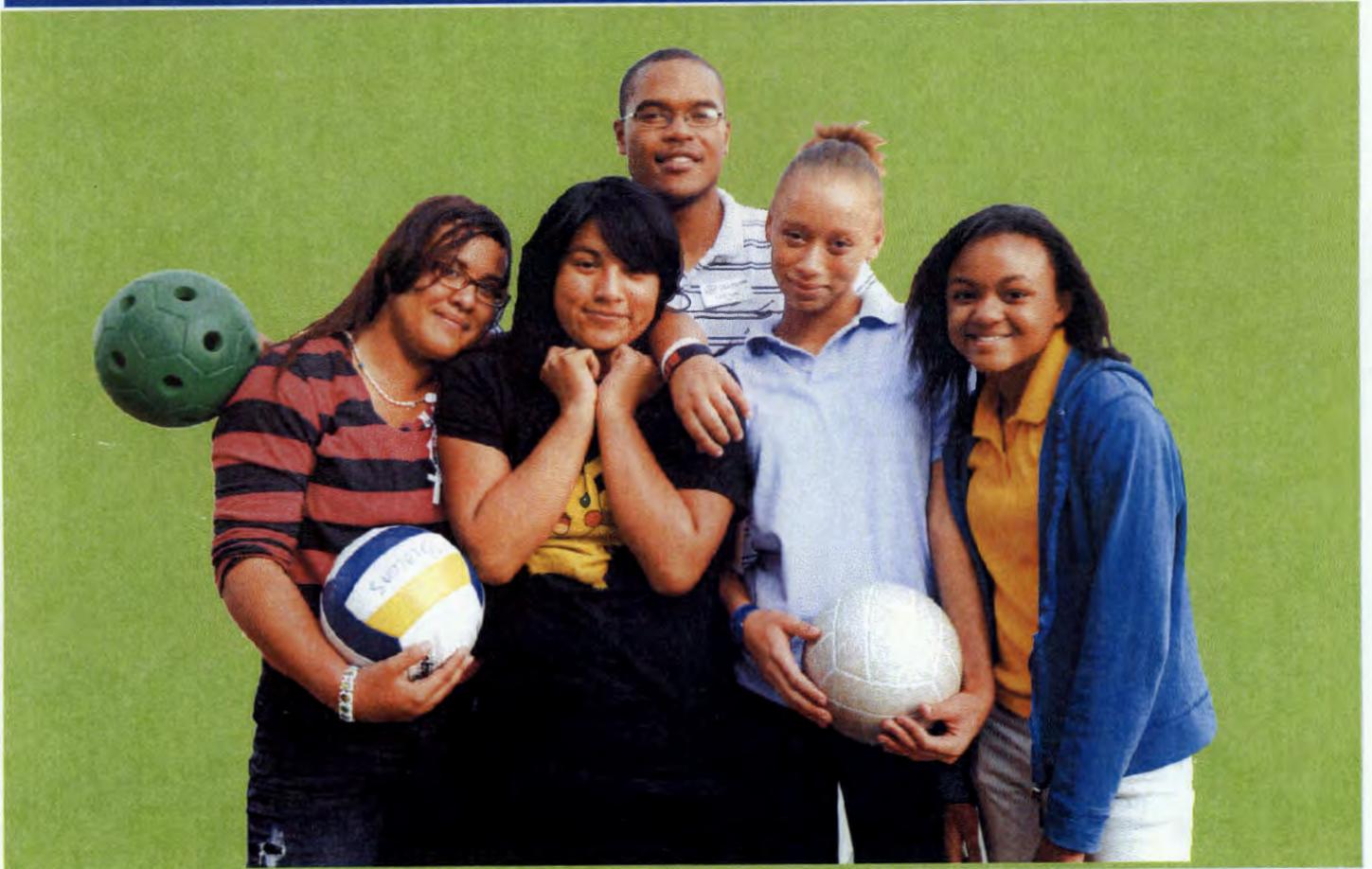
Objectives	Outcomes	Measurement	Cost	Request from JeffCo
<p>JCBGC will provide a variety of programming every week day, year-round to ensure youth receive the services and support they need to succeed academically, make healthy choices, and positively contribute to this community.</p>	<p>An average of 125 kids will participate in the Club each day, 75 of which be “highly engaged” (attending approximately three times per week)</p>	<p>Kidtrax membership management system.</p> <p>National Youth Outcomes Initiative (NYOI) survey – implemented annually</p>	<p>Annual operating cost for Jeffco Boys &amp; Girls Club = \$279,162</p> <p>Annual cost per member:</p> <ul style="list-style-type: none"> <li>• \$590 average for all members</li> <li>• \$1450 average for highly engaged members (approximately 420 hours of direct service) = \$108,750</li> </ul>	<p>66% of 2 Part Time Social Recreation Directors who manage the Club Gameroom area. Recreational activities include pool, bumper pool, foosball, ping pong and table games - \$20,200</p>
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BOYS & GIRLS CLUBS

METRO DENVER

# PARTNERING IN OUR COMMUNITY



## Mission and Impact

The mission of Boys & Girls Clubs of Metro Denver is to empower every Club member, through safe and impactful experiences, to: graduate high school with a plan for college or career; contribute to their community with strong character; and live a healthy life. It's what we've been doing since 1961, when we first opened our doors here in Denver: providing the hope, opportunity and inspiration that would otherwise go missing for thousands of low-income children and families.



Whether it's a balanced dinner, the chance to join a football team, build a robot or learn printmaking, or words of encouragement from a caring staff member, Boys & Girls Clubs provide a unique combination of support and resources to every child that walks through our doors. Our "out-of-school-time" programs during the after school hours and all throughout the summer make a measurable difference in the lives of at-risk youth. Regular attendees at Boys & Girls Clubs:



- Earn higher GPAs
- Miss less school
- Are less likely to get in trouble at school
- Exercise more frequently
- Eat more fruits and vegetables
- Are more likely to avoid risky behavior like drugs and alcohol
- Demonstrate positive coping skills
- Give back to their community

## Scope and Services

Today, Boys & Girls Clubs of Metro Denver opens its doors to more than 2,000 young Club members between the ages of 6 and 18 each day at sixteen different locations throughout the metro Denver area.

The cost of membership at the Clubs remains just \$2/year per child and includes a balanced meal each day for each child, thanks to a long-standing partnership with Food Bank of the Rockies; however, in light of the increasingly complex challenges that today's young people face on their quest to succeed, the Clubs have evolved substantially to meet the needs of each local community that they serve with targeted, high-impact programs and activities.

At every Club across metro Denver, trained youth development professionals capitalize on the “out-of-school” time in order to help kids make measurable gains in three key areas:

- **Academic Achievement and Career Readiness:** enabling youth to become proficient in basic educational disciplines, apply learning to everyday situations, gain necessary experience and skills to become job-ready, set personal goals and live successfully as self-sufficient adults
- **Character and Leadership Ability:** empowering youth to support and influence their Club and community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and others’ cultural identities
- **Healthy Lifestyles:** developing young people’s capacity to avoid risky behaviors and engage in positive behaviors that nurture their own well-being.



In order to provide a youth-friendly environment in which to run all of our programs, Boys & Girls Clubs of Metro Denver currently operates eight freestanding youth development facilities and eight school-based sites which together serve the metro communities of Denver, Jefferson County, Commerce City, Aurora and Brighton. Additionally, we operate three school-day behavioral intervention programs, as well as Gates Camp, a sleep-away summer camp near Ward, Colorado where many of our young, urban Club members experience the great outdoors for the very first time.

## Shared Values

At the Jefferson County Boys & Girls Club, we believe in the potential of the Lakewood community to provide all of its residents – no matter what circumstances they are born into – with the opportunities and experiences that allow them to learn and practice critical skills for success in the 21<sup>st</sup> Century world.

Unfortunately, when we look at the long-term trajectory of children living in poverty, like an increasing number of those in the Lakewood community, we’re faced with a daunting problem. Cutting-edge research on brain development of kids in poverty is uncovering staggering evidence that learning happens across every context and every stage of a child’s life, right up through their young adulthood. For low-income kids, the fact that learning doesn’t happen exclusively at school, and that it doesn’t, and more importantly, *cannot* stop when the school bell rings puts them at a distinct disadvantage when compared to their wealthier peers. By the time they reach the 6<sup>th</sup> grade, children born into poverty have likely missed out more than 6,000 hours of learning because they most likely didn’t attend preschool, don’t participate in extracurricular activities, didn’t go to summer camp, and don’t eat dinner, talk about their day, take trips to places like museums or zoos, or even read bedtime stories with their parents and families.



Boys & Girls Clubs offers the perfect solution for helping low-income kids overcome the achievement and opportunity gap by not only helping them with their schoolwork and academic career, but also by making sure that every child gets the chance to take part in stimulating, mind-expanding, challenging and interesting activities that they might otherwise miss out on. These are the types of opportunities that we *know* help spark kids' passions and encourage curiosity and the development of a learning and growth-oriented mindset.

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## IMPACT

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Your investment enables us to run high-impact, academically-supportive programs which focus on preventing risky behaviors and practicing proactive skills and behaviors that the most vulnerable young people in our community cannot succeed without.

With your support we will continue to implement our Boys & Girls Clubs “Youth Development Strategy,” comprised of a strengths-based approach originally developed by the University of Colorado at Boulder and confirmed through national research conducted by the Search Institute. This strategy is the foundation of what we call our “Formula for Impact,” which combines our deliberately-designed Club environment - a safe, positive environment, where youth consistently find supportive relationships, opportunities, expectations, recognition and fun – with high-impact programs and regular attendance and participation. Currently, we run high-impact programs, comprised of high-yield learning activities, in six main program areas. The programs, their program-specific intended outcomes and the activities employed in pursuit of those outcomes are:

- **Education and Career Development:** enables youth to become proficient in basic educational disciplines, apply learning to everyday situations, gain necessary experience to become job-ready, and learn tips to manage money and become financially responsible. Example activities include dedicated homework help time, reading practice, math support, employment opportunities within the Club, college prep and financial responsibility workshops.
- **Character and Leadership Development:** empowers youth to support and influence their Club and community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and others' cultural identities. Example activities include service learning, leadership clubs, and peer mentoring.
- **Health and Life Skills:** develops young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and live successfully as self-sufficient adults. Example activities include drug and alcohol prevention, sexual health education, fitness activities, and healthy cooking classes.
- **The Arts:** enables youth to develop their creativity and cultural awareness through knowledge and appreciation of the visual arts, crafts, performing arts and creative writing. Example activities include fine arts competitions, international day festival, and dance classes.
- **Sports, Fitness and Recreation:** develops fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social skills. Activities include low-organized games and fitness activities, as well as outdoor education and summer camp.
- **Technology:** develops technical skills enabling youth to pursue academic and career goals incorporating STEM (Science, Technology, Engineering and Math) programming into various settings including hands on group exercises. Example activities include

“TechSperts” skills mastery, robotics, science experiments, movie-making and music-making.

Our most recently completed evaluation showed that attendance at the Club is a key factor in achieving our desired outcomes. Specifically, higher rates of attendance at the Club was positively correlated with lower rates of chronic absenteeism in school, higher GPA and higher academic proficiency growth scores, as measured by state standardized tests.

## Reputation and Influence

Boys & Girls Clubs is one of the most recognized and trusted brands in youth development. Here in Denver, our community of supporters is wide and deep and includes everyone from large, multinational corporations to local foundations and small businesses, to government officials, to our neighbors and volunteers. Our annual fundraising events - from our family-friendly 5k to our fabulous luxury hangar party - are a “who’s who” of Denver, providing unparalleled networking and visibility for both business to business and business to consumer marketing.



As the nonprofit sector continues to grow at an unprecedented pace, we know that the philanthropic marketplace is becoming increasingly crowded. Charity Navigator, America's premier charity evaluator, highlights the work of efficient, ethical and open charities. This year, Boys & Girls Clubs of Metro Denver earned our fourth consecutive 4-star rating. Receiving four out of a possible four stars indicates that an organization adheres to good governance and other best practices that minimize the chance of unethical activities and consistently executes its mission in a fiscally responsible way. Only 7% of charities have received four consecutive 4-star evaluations, indicating that Boys & Girls Clubs of Metro Denver outperforms most other charities in America. The CEO of Charity Navigator wrote in a letter that “this exceptional” designation from Charity Navigator differentiates Boys & Girls Clubs of Metro Denver from its peers and demonstrates to the public it is worthy of their trust.”

## Thank You



On behalf of our staff, board members, and – of course – our thousands of young Club members, thank you for your interest in learning more about Boys & Girls Clubs and the difference we are making in the metro Denver community. We are grateful for the opportunity to present this proposal to you and we appreciate all the time and consideration you give in reviewing it.

Please don't hesitate to be in touch with Kathy Luna, Chief Operating Officer, at 303-446-6807 or [kathyl@bgcmd.org](mailto:kathyl@bgcmd.org) if you have any questions.

JEFFERSON COUNTY, COLORADO  
Department of Human Services  
900 Jefferson County Parkway  
Golden, Colorado 80401

FORM 2\_DIVISION

**For County Use Only**

-Initial When Completed-

____ SOS	____ Signatures
____ EPLS	____ Notary
____ Exhibits	____ CA-REV

**CONTRACT**

**Project Section:**

Project: Self-Sufficiency Pathways Program Reference Date: January 15, 2016  
Source of Funds: County General Funds Funding Year (s): 2016

**Contractor Representative Section:**

Contractor (Full Legal/Corporate Name): Jeffco Action Center, Inc. d/b/a the Action Center  
Contractor Form of Entity: Nonprofit Corporation Corporate Tax ID No. 23-7019679  
Contractor Representative: \_\_\_\_\_  
E-mail Address: mags@theactioncenterco.org  
Mailing Address: 8755 W. 14<sup>th</sup> Ave., Lakewood, CO 80215  
Telephone No.: 303-237-7704 Fax No.: \_\_\_\_\_

If checked, this is a Personal Services Contract and the Services must be performed by the Contractor Representative.

**County Representative Section:**

County Representative: Lynn Johnson Email Address: ljohnson@jeffco.us  
Mailing Address: 900 Jefferson County Parkway, Golden, CO 80401  
Telephone No.: 303-271-4002 Fax No.: \_\_\_\_\_

**Key Notice Section: To be completed for sending Key Notices as provided in paragraph 19(i) of the Contract**

<u>The Contractor:</u>	<u>The County:</u>
Contact Name: <u>Mag Strittmatter</u>	Division/Department: <u>Human Services</u>
Address: <u>8755 W. 14<sup>th</sup> Avenue</u>	Address: <u>900 Jefferson County Parkway</u>
Address: <u>Lakewood, CO 80215</u>	Address: <u>Golden, CO 80401</u>
Telephone No.: <u>303-237-7704</u>	Telephone No.: <u>303-271-4002</u>
Email Address: <u>mags@theactioncenterco.org</u>	Email Address: <u>ljohnson@jeffco.us</u>

**Contract Price:**

Not-to-Exceed Amount: One Hundred Five Thousand and no/100 Dollars (\$105,000.00)  
 Lump Sum Amount: \_\_\_\_\_ (\$ \_\_\_\_\_)

**Term:**

Date by which all services will be completed (Completion Date): April 14, 2017  
 Initial one year term commences (Start Date): April 15, 2016  
 Option to renew. This Contract may be renewed for up to \_\_\_\_\_ additional one-year terms.

**Attachments:**

Scope of Services (*required*), Exhibit A  
 Cost Proposal or Payment and Fee Schedule (*required*), Exhibit B  
 Insurance Requirements (*required*), Exhibit C  
 Timeline, Exhibit \_\_\_\_\_  
 Provision Regarding Illegal Aliens (*service only contracts/contractor has employees*), Exhibit D  
 Contractor Eligibility Verification Form (*service only contracts/individual contractor*), Exhibit \_\_\_\_\_  
 Reports, Exhibit B  
 Grants, Expenditure Authorizations/Award Letters: (list): \_\_\_\_\_  
 Workforce Investment Act Attachments, Exhibit \_\_\_\_\_  
 Other: \_\_\_\_\_, Exhibit \_\_\_\_\_

This Contract (this "Contract") is by and between Jefferson County, Colorado, a body politic and corporate, and the Contractor identified on page 1 of this Contract.

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of this Contract, the Scope of Work, the Cost Proposal or Payment and Fee Schedule, the Insurance Requirements, the provisions of any grants or contracts to which Contractor is a subgrantee or subcontractor of the County in performance of the Services, and any other Attachments indicated on Page 1 of this Contract, whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. **AUTHORIZED REPRESENTATIVES.** The Contractor Representative has the authority to bind the Contractor with respect to the Services and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its Representative at any time by giving notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve a substitute Contractor Representative and, if no substitute is acceptable, the County may terminate this Contract.

3. **SCOPE OF SERVICES.** The Contractor shall provide complete and timely performance of the services described in or reasonably implied from the Contract Documents (the "Services"). Before executing this Contract, the Contractor became fully informed regarding the Services. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents. Contractor may not be the only agency providing the Services for the County and no amount of Services is guaranteed by entering into this Contract unless otherwise indicated in the Contract Documents.

4. **CHANGES IN SERVICES.** The County Representative, by written instructions to the Contractor, may extend the Start Date or the Completion Date (specified on page 1) or make such changes in the Services as may be necessary to accomplish the purposes of this Contract provided such changes are within the authority delegated to the County Representative. All other changes to the Contract Documents must be made by a written amendment to this Contract. The Contractor shall not commence any changed or increased Services prior to receipt of the required duly executed written instructions or amendment. The County shall have no obligation to pay the Contractor for any additional services not specifically authorized herein.

5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the Contract Price specified on page 1 in accordance with the Cost Proposal or Payment and Fee Schedule and Contract Documents. If the Contract Price is a not-to-exceed amount, payment shall be made in accordance with the Contract

Documents up to, but not in excess of, the not-to-exceed amount. The County shall pay the Contractor within thirty (30) calendar days of satisfactory completion and approval of the Services and receipt of an acceptable invoice as described below. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

Unless a different payment schedule is specified in the Contract Documents, if the time period for performance of the Services exceeds thirty (30) calendar days, the Contractor may submit monthly invoices that itemize the Services completed during the preceding month. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The County shall pay each invoice within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein.

Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **TERM, PERIOD OF PERFORMANCE, AND OPTIONS TO RENEW.** The term of this Contract commences on the Start Date, and terminates upon either the Completion Date or the expiration of the initial term, as specified on page 1, whichever occurs last. If specified on page 1, the County may, at its sole option, renew this Contract for additional one-year periods by giving notice of such renewal prior to the end of the then-current term as described below. If applicable, the Contractor shall send the County Representative notice of any requested change in the Contract Price for the renewal term at least sixty (60) calendar days prior to the end of the then-current term. If the County intends to exercise its option to renew it will meet with the Contractor prior to the end of the then-current term to discuss the Services for the renewal term. Any changes to the Services or the Contract Price for the renewal term will be reflected in a renewal letter provided by the County and approved and accepted by the Contractor.

8. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further services for the County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed.

9. **DAMAGES.** All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

10. **NON-ASSIGNMENT, SUBCONTRACTORS, AND PERSONAL SERVICES.** The Contractor shall not assign this Contract or employ any sub-contractor without the prior written approval of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and sub-contractors. The Contractor shall bind each sub-contractor to the terms of

this Contract. The County may terminate this Contract if the Contractor assigns or subcontracts this Contract without the prior written consent of the County Representative, and any such assignment or subcontracting shall be a material breach of this Contract. If indicated in the Contract Documents, this Contract is a personal services contract pursuant to which the County intends to obtain the personal services of the Contractor Representative whose knowledge, skills and experience are deemed essential to satisfactory performance of the Services.

**11. INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES; UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

**12. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.

**13. INSURANCE.** The Contractor shall purchase and maintain adequate insurance coverage for complying with all of the terms, conditions and liabilities accepted or assumed under this Contract. The Contractor shall comply with the insurance requirements on the Insurance Requirements Attachment. The Contractor shall provide certificates evidencing such coverage to the County Representative prior to commencing the Services and prior to the insurance expiration date for the insurance. During the term of this Contract the Contractor shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Attachment.

**14. INDEMNIFICATION.** The Contractor shall indemnify and hold the County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Contractor, its officers, employees, sub-contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Contractor under this Contract; (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; (4) breach of any confidentiality provision of State or Federal law; or (5) breach of any requirement of any other agreement incorporated into this Contract.

15. **ENTIRE AGREEMENT; AMENDMENT.** This Contract contains the entire agreement of the parties and may not be modified or amended except by an agreement in writing signed by the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

16. **NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

17. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

18. **ILLEGAL ALIENS/AUTHORIZATION TO WORK.** If Contractor has employees, Contractor will comply with §8-17.5-101, C.R.S. regarding Illegal Aliens – Public Contract for Services. If Contractor has no employees, Contractor will provide evidence of authorization to work as required by §24-76.5-101, et seq., C.R.S. prior to provision of the Services.

19. **MISCELLANEOUS PROVISIONS.**

(a) **Compliance with Laws.** The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses, and permits at its own expense.

(b) **Officials Not to Benefit.** No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services. Contractor covenants and agrees that Contractor will not knowingly perform any act which may compromise its objectivity or conflict in any manner with the performance of the Services. By execution of this Contract, Contractor certifies that Contractor is engaged in no current project and has no direct or indirect interest in any business transactions which might result in a conflict of interest in the performance of the Services under this Contract. The signatories aver that they are familiar with C.R.S. 18-8-301, et. seq., (Bribery and Corrupt Influences), and C.R.S. 28-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present. No funds provided for in this Contract shall be used for lobbying or sectarian activities.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor (the "County Documents") or to which the Contractor has access during the performance of the Services and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The Deliverables shall also constitute a "work made for hire," and the County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. All County Documents and Deliverables shall be deemed confidential. The Contractor shall not disclose to any person or entity any County Document or Deliverable without the prior written consent of the County unless required to do so by law. Notwithstanding the foregoing, if required by the Contract Documents, the Deliverables shall be the property of the State of Colorado.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information developed by or disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Reports and Records. Contractor agrees to provide the County with reports as requested by the County or as listed on the Reports Attachment. Contractor agrees to provide access to records relating to this Contract to any duly authorized representative of the County, the Colorado Department of Human Services, or other State or federal agency until the expiration of six (6) years after the final payment under this Contract, or such longer time as may be required in the event an audit is undertaken.

(g) Confidentiality of Systems. In addition to containing public record information, a substantial amount of the information stored in the County's networks and systems (collectively, the "System") is confidential and is prohibited from unauthorized disclosure. Many programs, processes and other software products in the County's possession are confidential and may be protected by copyright, trade secret or other proprietary rights, and are not subject to unauthorized disclosure. All proprietary rights shall at all times remain with the County, and no such rights are transferred to the Contractor. The County is and

shall remain the sole owner of any programs, data or other information contained on the System, and at no time shall the Contractor have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the System or any information contained on the System.

(h) Governing Law, Forum, and Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(i) Key Notices.

(A) “Key Notices” under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (B) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (A)(ii) or (A)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the addresses specified on page 1 under the Key Notices Section. The parties shall give written notice of any change of address in accordance with this Section. All Key Notices to the County shall include a reference to the Contract including the Contractor’s name and the date of the Contract and a copy of any Key Notice shall also be sent to the Jefferson County Attorney as follows:

Jefferson County Attorney  
100 Jefferson County Parkway, #5500  
Golden, Colorado 80419  
Tele: (303)-271-8900  
Email: CAOContracts@jeffco.us

(B) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

(j) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(k) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(l) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's Authorized Representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(m) No Third Party Beneficiaries. The enforcement this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, section 24-10-101, et. seq., C.R.S., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be property notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to 121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

**SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By \_\_\_\_\_  
Libby Szabo, Chairman  
Board of County Commissioners

STATE OF COLORADO  
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Libby Szabo as Chairman, Board of County Commissioners of the County of Jefferson, State of Colorado.

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Commission expiration date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kurtis D. Behn,  
Assistant County Attorney

CONTRACTOR  
JEFFCO ACTION CENTER, INC. d/b/a THE ACTION  
CENTER

By \_\_\_\_\_  
Mag Strittmatter, Executive Director

STATE OF COLORADO  
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Mag Strittmatter as Executive Director of Jeffco Action Center, Inc., d/b/a the Action Center.

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Commission expiration date

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Purpose**

This Contract will serve the **Self-Sufficiency Pathways Program (Pathways)**. Pathways is a continuum of wrap around services that includes intensive case-management and supportive services provided to households who have a desire to improve their self-sufficiency and are motivated to address barriers and seek out resources.

**2. Services**

Services include ongoing, in-depth and appointment-based case management and a variety of Supportive Services designed to address immediate and long-term needs of Pathways participants so they may ultimately realize self-sufficiency. Contractor will serve 15-20 households. Services include:

(a) Supportive Services

- Employment Services (such as financial support to gain the necessary clothing, equipment, or licensure to gain or maintain employment)
- Educational Services, which may include financial support to enter, continue or complete schooling, certificate programs, or licensure programs
- Transportation Assistance in the forms of bus tickets, bus passes, and gas vouchers
- Homelessness Services (comprehensive services provided through the Shelter and After Care Program)

(b) Grocery and Nutrition Support

- Five-day (5) supplies of nutritious food per individual

(c) Case Management Services/Supervision

One (1) full-time case manager managing a caseload of Pathways' participants as well as the necessary supervision to support this role.

- Pathways case managers explore participant needs, barriers and strengths in an effort to put into place the optimal self-sufficiency plan. They work to create an individualized, realistic plan, set goals and work toward reaching those goals.

(d) Administrative/Infrastructure Support

- Technological/Database maintenance
- Building

**EXHIBIT B**  
**PAYMENT AND FEE SCHEDULE**

**1. Budget Amount of Contract**

The County shall pay the Contractor for services pursuant to Exhibit A, Scope of Services, of this Contract, up to but not exceeding the sum of One Hundred Five Thousand and no/100 Dollars (\$105,000.00), payable in twelve (12) equal monthly installments in the amount of Eight Thousand Seven Hundred Fifty and no/100 Dollars (\$8,750.00).

**2. Budget**

Case Management Services and Supervision	
One (1) full-time case manager, salary, benefits and taxes	\$50,000
Program Support Services	
Employment, educational, transportation, homelessness	\$30,000
<u>Administrative/Infrastructure Support</u>	<u>\$10,000</u>
<u>Grocery &amp; Nutrition Support</u>	<u>\$15,000</u>
<u>TOTAL</u>	<u>\$105,000</u>

**3. Invoices**

(a) Invoices and reports shall be submitted to the County by the Contractor on a monthly basis by the fifteenth (15th) of each month for the previous month's activities and expenditures for services performed under this Contract, addressed to Missy Gildhouse, Contract Manager, Jefferson County Department of Human Services, 3500 Illinois Street, Golden, CO 80401, or they may be sent via e-mail to [mgildhou@jeffco.us](mailto:mgildhou@jeffco.us) which will include an e-signature; exceptions must be requested in writing and in advance of the aforementioned deadline.

(b) All expenses incurred by the Contractor in connection with this Contract shall be the sole responsibility of the Contractor. In the event the Contractor makes unauthorized representations or incurs unauthorized expenses that are asserted against the County, the Contractor shall indemnify the County for any obligations that may result therefrom, including attorneys' fees and administrative costs.

(c) Payment of the invoices by the County will be made within thirty (30) days of receipt and approval of an accurate report and invoice. Please note that invoices received after ninety (90) days from the date of service will be subject to non-payment.

**4. Reports**

Monthly reports submitted with invoices should include a summary of clients served and services provided.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

	<b>INSURANCE REQUIREMENTS –</b>	<b>GENERAL</b>
I	<b>Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.</b>	
II	<b>Certificate Holder must be Jefferson County, Colorado.</b>	Required
II	<b>Jefferson County must be added as an additional insured to all general liability, auto liability, and any excess liability policies.</b>	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required UNLESS SOLE PROPRIETORSHIP
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required \$1M ea occurrence \$1M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
IV	<b>Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation</b>	<b>Required</b>
V		

**EXHIBIT D**  
**PROVISIONS REGARDING ILLEGAL ALIENS**

If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify the subcontractor and the County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

F. If Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates the Contract for such breach.



**FUNDING REQUEST TO JEFFERSON COUNTY for  
THE ACTION CENTER'S  
SELF-SUFFICIENCY PATHWAYS PROGRAM**

- **IDENTIFY THE ORGANIZATION OR ENTITY:**

Jeffco Action Center, Inc., dba The Action Center

- **IDENTIFY THE DOLLAR AMOUNT OF THE REQUEST:**

**\$105,000** needed to provide the following services for **Self-Sufficiency Pathways Program** participants:

- \$30,000     -     **Supportive Services**
  - *employment services*
  - *educational services*
  - *transportation assistance*
  - *homelessness services (shelter & after-care)*
  
- \$10,000     -     **Grocery & Nutrition Support**
  - *Five-Day Supplies of nutritious food*  
*The Center distributes over five tons of food daily through the Food Rescue, Grocery & Nutrition Program. The Center also distributes or delivers 1,000,000 total meals annually to Jefferson County residents living in poverty.*
  
- \$50,000     -     **Case Management Services/Supervision**
  - *One full-time Case Manager managing a case-load of Pathways' participants (average of 40 cases per year), as well as the necessary supervision to support this role.*
  
- \$15,000     -     **Administrative/Infrastructure Support**
  - *Technological/Database maintenance*
  - *Building*

- **DESCRIBE THE SERVICES PROVIDED BY THE ORGANIZATION THAT WOULD BE SUPPORTED BY FUNDING FROM JEFFERSON COUNTY:**

Jefferson County's support of The Action Center's capital campaign last year was instrumental in making the "Investing for a Better Tomorrow" campaign effort a community-wide success.

The campaign raised 101.3% - or \$4,255,191 - of the \$4.2 million dollar goal. Your capital investment and our program innovation now make it possible for us to help clients get beyond **symptoms** to the **root issues** that cause families to suffer multi-generational poverty and homelessness. The Center is *devoting greater attention to* helping a struggling population with *more* comprehensive services through the **Self-Sufficiency Pathways Program (Pathways.)** **Pathways** is a continuum of wrap around services that includes intensive case-management and support services. These services include ongoing, in-depth and appointment-based case management and a variety of Supportive Services designed to address immediate and long-term needs of **Pathways** participants so they may ultimately realize self-sufficiency.

**Defining Supportive Services: Pathways** Supportive Services are designed to assist and empower participants as they work to end patterns of ongoing crisis-management and transform themselves into *stable, self-sufficient* and contributing members of their community. **Supportive Services** include, but are not limited to: (1) Unprecedented access to five-day supplies of food through The Center's **Self-Select Grocery & Nutrition Program** (twice the amount of food received by non-**Pathways** participants). (2) **Transportation** assistance to and from work and/or important appointments in the form of bus tickets and passes. (3) Access to **Shelter & After-Care Services**, when needed. The Center's **General Purpose Homeless Shelter/After-Care** is the only program of its kind in Jefferson County. (4) Access to Workforce Center referrals and training, including resume and cover letter writing, interviewing techniques (mock job interviews are conducted) and computer skill-building workshops. (5) Access to the educational framework and tools to improve lives, including sessions in personal finance, budgeting, credit building and nutrition-on-a-budget courses. **Pathways** participants also have access to practical assistance so they receive the tools needed for certain trades, such as identification and licensure requirements or help purchasing uniforms. (6) Participants are also directly linked with various *onsite* community outreach providers to ensure a full wrap-around approach for their unique needs. These providers include: Red Rocks Community College, Jefferson Center for Mental Health and veteran programs through Volunteers of America, Jefferson County Fatherhood Program, American Job Center, and Jefferson County Human Services.

**Benefits to Jefferson County Government:** The Action Center has served the people of Jefferson County for over 47 years. For many of those years, the organization functioned primarily as a "drop-in" facility, providing our Jefferson County neighbors with the food, clothing, shelter and financial assistance they so desperately needed. However, The Center board and staff realized that if the agency is seriously addressing our two-tiered mission of providing basic human services *and promoting pathways to self-sufficiency*, the natural progression is to offer Jefferson County residents a program that provides deeper levels of service. The **Self-Sufficiency Pathways Program** is that program. **Pathways** is also a program that provides an added benefit to Jefferson County, helping create a generative model through our support services while relieving some of the burden facing the county in providing for the area's low-income population.

**Improving the Lives of Jefferson County Residents:** The **Self-Sufficiency Pathways Program** integrates evidence-based models and offers participants best practice approaches to

case-management care – all while ensuring that clients are treated with dignity and respect during the process. *We meet clients where they are!* Clients commit to an appointment-based system that provides them individualized time and attention with case managers who remain their facilitator throughout the process. Clients who participate and complete **Pathways** can literally alter their life trajectory: taking them from living in crisis to becoming self-sufficient. The Center has in place **Intervention** (food, clothing, shelter), **Prevention** (rental/housing assistance, seasonal help) and **Connection Services** (interactive referrals to community agencies and regional partners) to help clients each step of the way in their pursuit of self-sufficiency.

- **PROVIDE METRICS OR STATISTICAL INDICATORS THAT DEMONSTRATE THE DEMAND FOR THE SERVICES:**

**Measuring & Evaluating Program Success:** **Pathways** case managers explore client needs, barriers and strengths in an effort to put into place the optimal self-sufficiency plan. They work to create an individualized, realistic plan, set goals and work toward reaching those goals. The **Self-Sufficiency Matrix Assessment Tool** is used to evaluate client progress and assess self-sufficiency on a progressive scale, from "In-Crisis," to "Vulnerable," "Safe," "Stable," and "Thriving." The tool delivers holistic evaluations that can be used pre, mid, and post intervention. The tool also tracks and calculates client progress to better determine the obstacles **Pathways** participants confront which may contribute to long-term reliance on community resources and public benefits.

The following **Pathways** outcomes are representative of the 2014-2015 *time period* of service:

<b>Number of Unduplicated Participants Served:</b>	<b>67</b>
<b>Number of Meals Provided in Grocery &amp; Nutrition:</b>	<b>1,963</b>
<b>Number of Round Trip Transportation Tickets:</b>	<b>649</b>
<b>Number of Transportation Passes:</b>	<b>39</b>
<b>Percentage who worked on a GED, earned a GED:</b>	<b>100%</b>
<b>Percentage who Obtained Employment:</b>	<b>43%</b>
<b>Percentage who Maintained Employment (+90 days):</b>	<b>33%</b>
<b>Percentage who Moved Into Stable Housing</b>	<b>31%</b>
<b>Percentage who Maintained Stable Housing:</b>	<b>85%</b>

On its own merit, **Pathways** is quite unique. What sets it even further apart – and makes the program a solid example of best-practices in the direct service industry - is that, in our new building, we have a special meeting room, called the **Collective Impact Room**. In this room, we bring multiple service partner/providers to the table, to sit with the client family and create the

*one* plan that will be in the client's best interest to help them move toward self-sufficiency. Having all providers together at one table minimizes duplication of services. It is here that The Center's most significant partnerships are proven to be those that bring together the collective strengths of every organization to provide disadvantaged clients exemplary services.

- **PLEASE PROVIDE JUSTIFICATION ON WHY THE SERVICES THAT WOULD BE SUPPORTED THROUGH THE FUNDING ARE IMPORTANT TO THE COMMUNITY:**

**Quality of Life:** The impact to the quality of life in Jefferson County is positively felt when residents are self-sufficient, reliably employed, securely housed and contributing to the economic welfare of the community as a whole. Each year, The Action Center is investing money that is being put *right back* into the county when we provide clients rental and utility assistance, referrals to housing and in-kind goods and services, for example. According to the *Economic Policy Institute*, "the quality of life in any community is improved when its population is exposed to housing, employment and financial benefits" such as those provided by The Action Center program services.

**The Need:** The percentage of residents living in poverty in Jefferson County is 8.6% - or 48,031 people – according to Jefferson County, Colorado United States Census statistics (2014.) With the housing crash and subsequent recession of the last decade, Jefferson County and its 13 incorporated cities and towns have seen exponential growth in the number of families living in or near poverty. Residents of the county know they can depend upon the Action Center during times of job loss, financial setbacks and other negative events families suffer.

**Community Effort:** In 2013, leaders representing local units of government, the Jeffco Public School System, local nonprofit organizations, including the Action Center, and faith-based agencies, convened to discuss what was determined to be a growing problem with the suburbanization of poverty. Jefferson County is not the only suburban community in the country wrestling with pervasive poverty, but the problems are persistent enough to cause concern. After years of budget cuts, the variety and actual capacity of government and faith-based services to help struggling families in both urban and suburban areas has decreased considerably. It can be a losing proposition for families who struggle with maintaining self-sufficiency. The Action Center is not only the largest provider of its kind in Jefferson County but the *only* provider of a full range of comprehensive services designed to address the in-crisis and long-term needs of the over 600 people touched by our services every day.

- **PLEASE PROVIDE THE REASON FOR THE FUNDING REQUEST IF THIS IS A NEW REQUEST:**

The Action Center and Jefferson County have been partners in the fight to improve the quality of life for residents of Jefferson County. The **Self-Sufficiency Pathways Program** is another tool in our arsenal of proactive programs which get to the root issues of poverty. It is also a program which aligns, by design, with *Jefferson County's Five-Year Strategic Plan*. The plan's Executive Summary states very clearly: "An established need exists to serve the low to moderate income populations." (p. 3.) The plan also makes the observation that, "with current funding limitations, it is difficult to serve all the families in need (*Housing Needs*, p. 14.) This is where The Action

Center and our partners – partners like Jefferson County - fill an important void. People are relying upon the community resources at-hand to help them *lift* their families *out* of poverty and into self-sufficiency.

- **IF THE AMOUNT BEING REQUESTED REPRESENTS ONGOING FUNDING OR AN INCREASE FROM THE PRIOR YEAR, PLEASE PROVIDE INFORMATION ON THE FACTORS ASSOCIATED WITH THE ONGOING OR INCREASED FUNDING REQUEST:**

Jefferson County provided significant funding last year to make improvements in our current Program Services Building. This improved space, which opened to the public in April of this year, created an ideal setting to offer the **Self-Sufficiency Pathways Program**. Clients who decide to commit to a rigorous – but rewarding – program to either regain or maintain self-sufficiency, found that they now had access to private case management offices. In the past, clients often shared private and sometimes painful information in a semi-private setting. The new Program Services Building offers a convenient client navigation system, carefully directing **Pathways** and other clients to their service destinations in a discreet and respectful manner. The **Grocery & Nutrition Program** addresses the immediate needs of people who are hungry. As word spreads about The Action Center's state-of-the-art facility, more people in need will come.

In the final analysis, Jefferson County's investment in The Action Center's Capital Campaign directly impacts the future success of the **Self-Sufficiency Pathways Program**. The board and staff would like to continue to partner with the County in offering this innovative, outcome-driven and highly impactful program.

- **Attachments:**

**Self-Sufficiency Pathways Program Logic Model**

**Support Letters from      Congressman Ed Perlmutter  
   Mayor Bob Murphy**