

Public Safety, Courts & Civil Service (PSCCS) Meeting
March 12, 2020
12:00 PM
AMC – Mt. Elbert

Council Member Allison Hiltz, Chair
Council Member Curtis Gardner, Vice Chair
Council Member Angela Lawson, Member

Assure a safe community for people

- | | | | |
|----|--|---------------------------------------|----------------------|
| 1. | Approval of February 20, 2020 Draft Minutes | | Council Member Hiltz |
| 2. | Consent Items | (None) | |
| 3. | Arapahoe County Community Corrections Board Overview | Police Lieutenant
Jad Lanigan | 20 Mins |
| 4. | Ketamine Protocols and Procedures | Fire Deputy Chief
Stephen McInerny | 30 Mins |
| 5. | Aurora For Youth | Police Division Chief
Terry Brown | 25 Mins |
| 6. | AFR Intergovernmental Agreements | Fire Battalion Chief
Matt Chapman | 15 Mins |
| 7. | Miscellaneous Matters for Consideration | | |
| 8. | Confirm Next Meeting | | Council Member Hiltz |

Next Meeting: 4/16/2020 @ 11am – AMC, Aurora Room

**PUBLIC SAFETY, COURTS & CIVIL SERVICE MEETING
FEBRUARY 20, 2020**

Members Present: Council Member Allison Hiltz, Chair
Council Member Curtis Gardner, Vice Chair
Council Member Angela Lawson, Member

Others Present: L. Lee, S. Wright, C. Hills, R. Ramond, C. Velopulos, L. Gochon, J. Williams, L. Lovedale, A. Cleveland, V. Wilson, C. Amsler, M. Longshore, H. Glidden, J. Lutkin, M. Moore, M. Chapman, D. Klugh, Jacob, S. Stowell, A. Robnett, M. Smith, S. McNerny

REVIEW/APPROVAL OF MINUTES

January minutes approved and signed.

ANNOUNCEMENTS

None.

CONSENT ITEMS

None.

HOSPITAL BASED VIOLENCE INTERVENTION

Summary of Issue and Discussion

Deputy City Manager Jason Batchelor introduced outside presenter, Catherine Velopulos of University of Colorado School of Medicine to the committee. Mrs. Velopulos introduced her team; Laurie Lovedale, Anna Cleveland, Johnnie Williams, and Lawrence Gochon to the committee. She explained there is a correlation between public health and public safety in regards to violence and the two should be properly linked to provide effective solutions. Public health and public safety look at population-based approaches that are not just based on the individual but also their family, their relationships, the community, and society at-large.

Statistics indicate an increase in major crime in Aurora, to include Adams County, which is where UCHealth is located. The rates of death by assault for the State of Colorado have been approximately 3 to 4 per 10,000 and Aurora was consistent with the state stats for a long period of time. However, recent statistics show that over the last five years Aurora’s statistics have increased to almost double the state average. Direct costs associated with violent crime include a loss of nearly \$1 million per patient for productivity to society. Medical costs per patient average \$10-30,000 while patients under medical care for long periods of time cost into the millions of dollars. It costs approximately \$88,000 to incarcerate one individual and \$17.25 million per murder in the criminal justice system. Indirect costs to society include loss of tourism and business, and expensive mental health and chronic health conditions.

The trauma center’s role is to provide services at teachable moments and get people in the healthcare system for overall assistance to reduce recidivism. The program is predicated on the idea that if all of the issues are not addressed that lead to the cycle of violence, it will not be interrupted. Denver Health has outreach workers that can respond almost immediately when someone is injured and offer services for long-term

social work and case management. They would like to expand the program from Denver Health to UCHealth. Potential partners include Gang Rescue and Support Project (GRASP), Aurora Fire Rescue, Aurora Police Department, Aurora Mental Health Center, Aurora Housing Authority, and area faith-based organizations. Intentional trauma volume has increased by 15-25% every quarter for the past three years at UCHealth. A network of national programs exist including the local Alliance for Violence Intervention Programs and AIM is a key player already established by this group. The goal is to target highest risk individuals to prevent injury recidivism and future interaction with the criminal justice system.

The minimum to get the program started includes funding of \$180,000, 50% of which will be provided by UCHealth and there are opportunities for grants. The request is for Aurora to contribute \$93,172 each year for two years. During this time the program will prove feasibility, demonstrate community support, and evaluation of cost utility analyses. Reports would be provided to the city on a regular basis.

CM Gardner requested information about other cities' programs and their successes or things they have done differently. Mrs. Velopulos explained they recently in Milwaukee representatives that run their program . Their program is one of the longest running and very successful. San Francisco also has a very successful program that everything is modeled after. AIM is very successful as it is one of the model programs for the national network and they are supported by a Department of Justice grant. Part of the grant funding is being used to evaluate AIM and measure successes or identify lessons learned.

CM Hiltz asked if there are any reports available that can be sent to the committee. There is a lot that goes into evidence-based programing and she would be interested in seeing more about what the proposal is based on. Mrs. Velopulos confirmed she will provide the additional information requested that includes information from six other programs. CM Hiltz recommended that they also reach out to Interim Chief Wilson about the APD's Crisis Response Team. Mrs. Velopulos noted that those discussions have come up with staff.

CM Gardner asked how the money allocation would be determined. DCM Batchelor explained recommendations during the Spring supplemental would likely be one-time funds for the two years in the either APD's or AFR's General Fund.

CM Lawson asked if there would be data from the beginning of the program to show the true measures of the two-year commitment. Mrs. Velopulos noted that much of the data has already been collected and it is important to her to collect formative data and summative data for evaluation. CM Lawson asked if the participants would be required to sign a consent form. Mrs. Velopulos confirmed the patients would consent to the program and noted they would go through the regulatory body for consent.

Staff added that recent displacement from Denver and the funding reduction to Aurora Gang Reduction Impact Program (A-GRIP) has made an impact to those still seeking services. They are working with community partners and the schools to continue to provide services to area students previously involved in A-GRIP. Approval of funding for this program would help revitalize A-GRIP and provide additional health care services. The outreach workers will be community-based and not strictly tied to the hospital to make connections with the victim's support system and follow through with them as well. DCM Batchelor noted that regional approach and the partnership is important to the community.

Outcome

Approved to move forward to a future Study Session.

Follow-up Action

Staff will provide reports requested by CM Hiltz.

METRO GANG TASK FORCE

Summary of Issue and Discussion

Metro Division Chief Terry Brown and Lieutenant Mark Hildebrand presented this item to the committee. Metro Gang Task Force is now referred to as Regional Anti-Violence Enforcement Network (RAVEN) and their mission statement is to forensically identify and focus investigative, prosecutorial, and community resources to remove and disrupt violent criminals, gangs and drug traffickers that plague our neighborhoods. RAVEN was started after the FBI announced it would no longer be participating in the MGTF in March or April of 2018. The Aurora Police Department partnered with HSI for the remainder of 2018 and RAVEN was instituted on January 1, 2019. It is a multi-jurisdictional task force consisting of partners from local, state and federal agencies. There are currently 40 representatives on the task force. RAVEN uses the National Integrated Ballistic Information Network (NIBIN) and focuses on violent offenders. They file charges for prosecution using Violent Crime in Aid of Racketeering (VCAR) and the Colorado Organized Crimes Act (COCA). Funding comes from HIDTA, HSI, and Project Safe Neighborhood grant. Since January 2019, there have been 148 cases opened; 77 of those were state and 77 were federal. There were 122 arrests made; 14 for homicide and/or attempted homicide, 78 for gun related crimes, 25 for burglary aggravated assaults, warrants, or parole violations, 4 sex assaults, and 1 kidnapping. They recovered 89 handguns, 13 rifles, 9 machine gun/assault weapons, and they seized over \$20k in cash.

CM Hiltz asked if this task force was part of the #onelessgun initiative. Chief Wilson explained each unit reports guns seized, including RAVEN. CM Lawson asked how many officers are assigned to the Gang Unit. Lt. Hildebrand responded that there are six officers, three detectives, and one sergeant. CM Gardner asked what the percentage of proactive versus reactive work is done through RAVEN. Lt. Hildebrand noted that it was probably 50/50 and explained that the team would be reactive to the crimes that occur and begin proactive work to prevent the next shooting based on information garnered from the investigation. CM Hiltz asked what staff would like to make the program better and improve outcomes. Lt. Hildebrand explained that if there are 100 shootings, really only 20% get investigated and he would like to have better prioritization, use local agencies more effectively, and more personnel. Chief Wilson added that she's recently implemented a Violence Task Force that provides six additional personnel to assist with the Gang Unit, RAVEN, and Narcotics Unit. This task force investigates unlawful discharges that don't actually strike a human being in order to identify the people involved. CM Hiltz asked if staff is working with schools because of the challenges related to increase in crime, gang activity, and youth violence. Does the gang unit work with schools to identify those at risk and she wants to be sure everyone is working together rather than in silos. Agt. Danno Singleton responded that there are prevention programs for kids and School Resource Officers relay information to other units. CM Hiltz noted that if the efforts are all police-driven it may not be as effective as a community effort. She wants information more publicly known about resources available and implemented for a collaborative approach. Lt. Hildebrand explained there is a Gang Resistance Education and Training for officers. The officers partner with schools for a 10-week course for students that instills skills and characteristics to help them be successful and be resistant to joining gangs. The Gang Unit also goes to schools and gives presentations regularly. CM Gardner noted there are a lot of things that can be done proactively. Six personnel doesn't seem like a lot for the size of the city population. Hiltz noted that it's difficult to measure prevention. Even with the addition of prevention programs for lower grades, the impact likely won't be seen for 5 or 6 years. She noted that there should be a balance of short-term gains and long-term strategy. CM Lawson asked if RAVEN works outside the Denver Metro area. Lt. Hildebrand explained that there are connections to other agencies and do assist if an investigation takes them out of the metro area.

Outcome

Information Only.

Follow-up Action

None.

2019 CRIME STATS

Summary of Issue and Discussion

Police Deputy Chief Harry Glidden provided the 2019 crime stats to the committee. Overall major violent crimes reported were down. Subcategories of violent crimes, such as homicides and robberies were up. Sex assaults, aggravated assaults, and overall shootings were down. Burglaries were down. Motor Vehicle Thefts, larcenies, and property crimes were up. Physical arrests made were 9,278, criminal summonses issued were 5,760, and overall arrests were 15,038. All down from the year prior. There were 23,420 municipal traffic tickets issued. Likely due to short staffing in the Traffic Unit. There were 32,767 total traffic tickets written. DUI's were down 17%. CM Lawson would like a breakdown of the DUIs. Division Chief Brown explained that one of the top DUI officers for the state promoted in 2019 that caused movement in and out of the DUI team. Deputy Chief Glidden noted that the Property Unit received 273 seized guns, processed 45,928 items, and disposed of 39,886 items. CM Lawson asked what kind of drugs were seized because she would like to know what kind of drugs are going through the city. DCM Batchelor noted that further analysis of the report will be done and provided to council. CM Gardner noted the increase in murders and asked if staff knew how many were gang related. Staff explained the numbers on hand weren't broken down yet, but further research can be done, and information will be provided. CM Hiltz asked if the increase in domestic violence can be tracked and added that she is also interested in data related to the increase in youth incidents with a gun compared to previous years. CM Hiltz will contact Council for their input on what they would like to see in the report as well. She noted that the end of year report indicated crime was up in SE Aurora but down overall. Staff will include a heat map of crime trends. DCM Batchelor noted that Chief Wilson has initiated some initiatives to address some of the trends indicated in the crime stats.

Outcome

Information Only.

Follow-up Action

Council will provide requests for reporting requests and staff will prepare and distribute the report.

FIREWORKS ORDINANCE

Summary of Issue and Discussion

Chief Fernando Gray introduced Captain Landon Lee, Deputy Chief Cain Hills and Commander Steve Wright. Capt. Lee advised that Ordinance 2017-08 was instituted to encourage citizens to participate in July 4th in a legal way concerning fireworks, thereby decreasing the impact of firework-related incidents, and provide additional revenue for the city to offset enforcement and mitigation costs. AFR responds to complaints to mitigate and provide enforcement. The total cost to the city for the four reported years was \$91,730.38 and the fees collected were \$81,784. Statistics indicate the number of complaints received are higher than responses for 2019, likely due to duplicate complaints reported. Staff would like to get the public's opinion about the legalization or ban of fireworks through community engagement. Staff is also requesting to change the date in section (b) 8 from June 13 to June 14 to correct a typographical error. Staff noted that there were two structure fires during this review period that were determined to be from illegal fireworks. CM Hiltz asked if the ordinance was actually effective because it seems like a lot of work when people do it anyway. It doesn't appear to be a good revenue generator and can be difficult to enforce. Chief

Gray noted that getting the pulse of the city is an important piece to going forward and noted the metrics provided relating to the cost was for AFR only and did not include the other agencies that also respond. Statistics indicate an increase in complaints that could be correlated to the additional options to report outside of calling 911. CM Lawson asked if the data provided incorporated year-round statistics because she receives firework complaints often. Staff advised that the data is only for the enforcement period of June 29 to July 5.

Outcome

The committee supports community input and depending on the results will decide how to move forward with the amendment.

Follow-up Action

Staff will conduct community outreach for input.

MISCELLANEOUS ITEMS FOR CONSIDERATION

Judge Day noted that a red flag request was improperly submitted to Municipal Court and explained that the State has exclusive jurisdiction over the Red Flag law. City Attorney Nancy Rodgers noted that she would share the pamphlets created by APD related to the Red Flag law with Council.

Chief Gray recognized Commander Robnett for completing the International Association of Fire Chief's Fire Service Executive Development Institute.

NEXT MEETING AGENDA ITEMS

Next month's agenda will include presentations from Aurora for Youth, an IGA from AFR, and Arapahoe County Community Correctional Board Update. The March meeting was rescheduled to March 12, 2020 at 12pm.

The meeting adjourned at 12:20pm.

APPROVED: _____
Allison Hiltz, Chair



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: Overview of the Arapahoe County Community Corrections Board.
Item Initiator: Jad Lanigan
Staff Source: Lieutenant Jad Lanigan
Deputy City Manager Signature:
Outside Speaker: Brad Kamby, Community Corrections Board Director
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for peopl

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Public Safety Courts and Civil Service Committee recently received the task of addressing the annual renewal for positions on the Arapahoe County Corrections Board. In the past, this nomination was done at the Mayoral level but this appointment has been given to the Public Safety and Courts Committee for confirmation of the Board representation. Additionally, Councilmember Hiltz requested some background information on Community Corrections and what role the City and APD have on that Board.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The purpose of the Community Corrections Board is to oversee privately operated community corrections facilities that serve the 18th Judicial District. These are supervised environments where offenders receive training, treatment, employment assistance and services aimed at lowering the risk of re-offending. APD has had a position on the Board since inception. Currently, Acting Commander Jan Lanigan is the board representative. Prior to Cmdr. Lanigan, the board seat was held by Lt. Jeff Turner. Lt. Scott Torpen serves as Cmdr. Lanigan's relief. Each month there is a public meeting of the Full Community Corrections Board to discuss cases to determine if a suspect should transition into Community Corrections. Twice a month there is a "Review Committee" meeting, which is a committee consisting of 5 board members to discuss cases the Board has determined do not require a vote by the full Board. Brad Kamby is the Board's advisor and manager. Mr. Kamby at the PSCCS meeting to discuss the program, financials and locations of the transition housing. Mr. Kamby will be bringing members from his staff and a County Commissioner familiar with the program for the presentation.

QUESTIONS FOR Committee

Does the Committee approve keeping A/Commander Jad Lanigan as the Board representative, with Lt. Torpen as his relief?

EXHIBITS ATTACHED:



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: Fire-Rescue Department Ketamine Protocol and Procedures
Item Initiator: Fire-Rescue Deputy Chief Stephen R. McNerny II
Staff Source: Fire-Rescue Chief Fernando Gray
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for peopl

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Fire-Rescue Department will outline the Ketamine Protocol and Procedures. The Aurora EMS Protocols are based on the Denver Metro EMS Protocols. The Denver Metro EMS Protocols are updated twice annually, and the Aurora EMS Protocols follows this process.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Fire-Rescue Department will outline the Ketamine Protocol and Procedures. The Aurora EMS Protocols are based on the Denver Metro EMS Protocols. The Denver Metro EMS Protocols are updated twice annually, and the Aurora EMS Protocols follows this process.

QUESTIONS FOR Committee

EXHIBITS ATTACHED:



Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: Aurora For Youth Overview
Item Initiator: Danno Singleton
Staff Source: Agent Danno Singleton
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for peopl

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
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- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

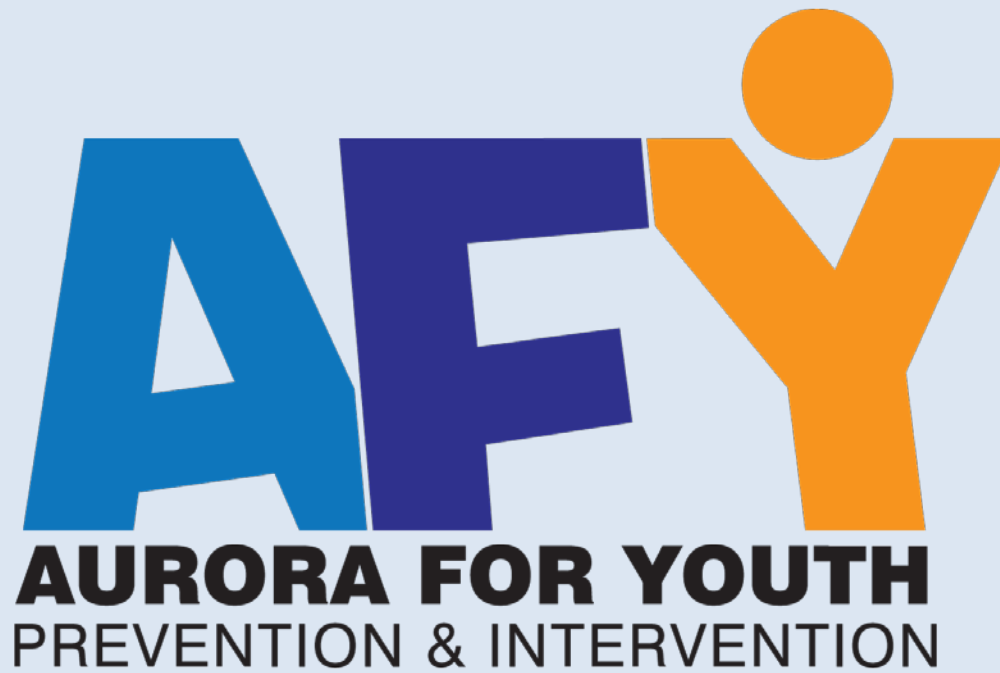
ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Aurora for Youth (AFY) programs were formed in 2013 as a pro-active, multi-faceted approach to youth issues in the City. Officers engage in activities with youth of all ages within school programs, recreation centers, sports activities, at community events and city festivals. These activities provide opportunities for Officers to connect with youth, allowing both the youth and the police to see a different side of one another while promoting a cooperative climate between APD and the youth in our community.

QUESTIONS FOR Committee

EXHIBITS ATTACHED:

2020 AFY Programs Presentation.pptx



AURORA POLICE DEPARTMENT 2020

Agent Danno Singleton
Officer Dan Smick



THE MISSION

*Aurora Police Department Will Have One
of the Most Proactive Youth Programs
in the Nation*

*Purpose: Build stronger relationships within the community
and the youth of Aurora*

*The Strategy: Model and teach skills that will help youth
make good decisions and become future leaders*



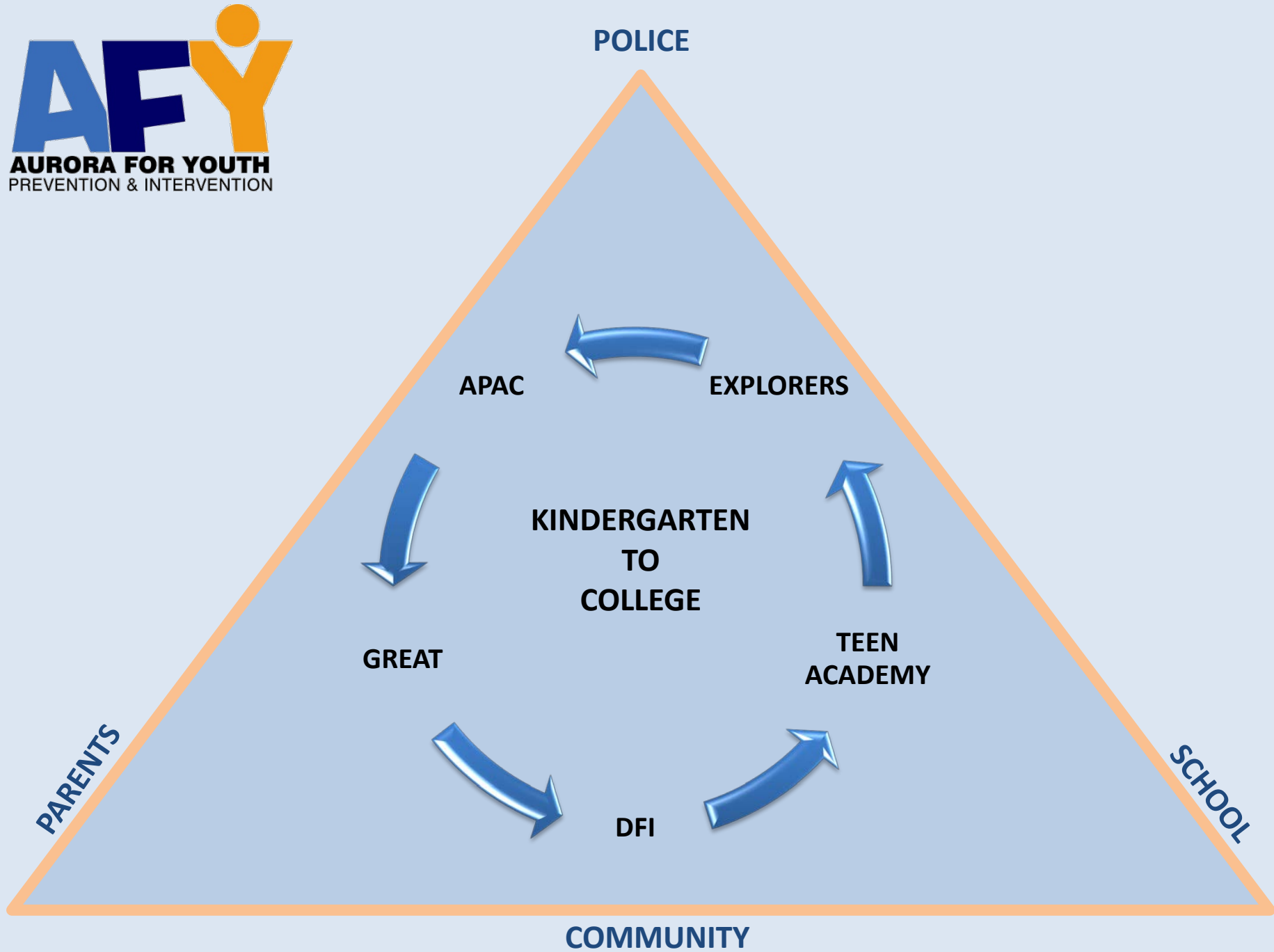
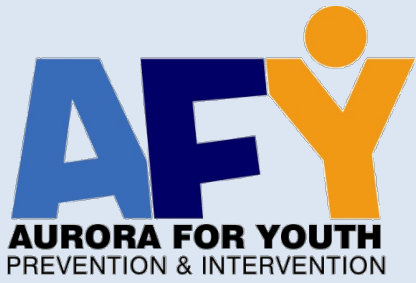
AURORA POLICE DEPARTMENT

AURORA FOR YOUTH UNIT

The Aurora for Youth (AFY) programs were formed in 2013 as a pro-active, multi-faceted approach to youth issues in the City

- In 2019, adding an additional Officer, the APD Aurora For Youth consists of one Agent and one Officer, one Program Assistant and one Volunteer (Aurora Citizen Police Academy Alumni Association-ACPAAA)
- The Officers are responsible for coordinating requests for youth services and recruiting other members of the APD department to participate in implementing youth events





AURORA POLICE ACTIVITIES CLUB (APAC)

The Aurora Police Activities Club (APAC) program supports the needs of the community by engaging Officers in ongoing requested activities within schools, parks, recreation centers, youth groups, churches, community events and city festivals. Officers interact with youth of all ages through community education awareness presentations, conducting APD building



tours, assisting Scouts fulfill requirements to obtain badges, participating in career and health fairs, field days and sports camps





APAC

WHAT WE DO

Bring Youth and Cops Together

- Through various activities designed to promote self-confidence, leadership, teamwork, and responsibility
- Allowing both the youth and the police to see a different side of one another promoting a cooperative climate between APD and the youth in our community





APAC

WHAT WE ROLE MODEL & TEACH

Character Traits

- Courage
- Goal Setting
- Perseverance
- Integrity
- Cooperation
- Patience
- Humanity
- Respect
- Honesty
- Responsibility
- Service
- Self Control
- Self-Esteem
- Gratitude
- Caring





APAC

Camp P.O.S.T.C.A.R.D.

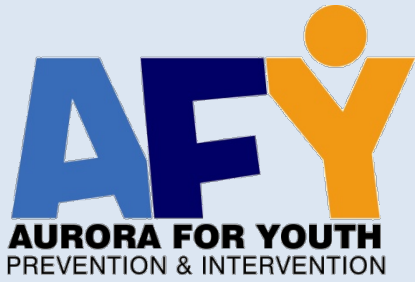
Camp P.O.S.T.C.A.R.D. (Police Officers Striving To Create And Reinforce Dreams) is a week-long summer opportunity for campers ages 11-12 at the YMCA Camp in Estes Park

- APD has participated since 2017
- Camp is a program of Volunteers of America
- Campers do not know camp counselors are in Law Enforcement as they are in plain clothes and do not identify themselves until the last day of the camp
- On “career day” Officers come out dressed in uniform



98 Aurora youth attended Camp P.O.S.T.C.A.R.D along with 14 APD staff counselors 2017 - 2019





SETTING & ACHIEVING GOALS



**APAC
OFFICERS**

CHARACTER TRAIT DEVELOPMENT



*IMPACTING
THE
FUTURE
OF
ONE KID
AT A
TIME*



MENTORING

FACILITATING LIFE SKILLS

AURORA FOR YOUTH EDUCATION PROGRAMS

AFY Officers teach formal curriculum

- Schools
- Recreation Centers
- Churches
- Youth Groups
- Scout Meetings
- Parent/Guardian Groups



AFY EDUCATION PROGRAMS

DIGITAL FUTURE INITIATIVE (DFI)

Digital Future Initiative (DFI) is an evidenced based curriculum teaching youth to make healthy choices on social media and in everyday situations



- The goal is to help kids thrive in today's high-tech world and help them make smart decisions about the role technology plays in their lives
- Focusing on kindness, the course provides an understanding of the issues digital media creates, such as the impact of drugs, distracted driving, bullying, harassment, sexual harassment and other current issues affecting youth today



AFY EDUCATION PROGRAMS

DIGITAL FUTURE INITIATIVE (DFI)

- 2018 AFY Officers piloted DFI in Rangeview High School and to APS Nurses
- 2019 AFY Officers taught the program in several schools and youth group settings providing an opportunity to facilitate conversations with youth



AFY EDUCATION PROGRAMS

EMPOWERING GUIDE

The Empowering Guide booklet was produced by the Aurora Police Department in partnership with young adults from various organizations



- Created to educate their peers on things they felt are important and is used with youth groups to discuss youth rights and the rights of law enforcement

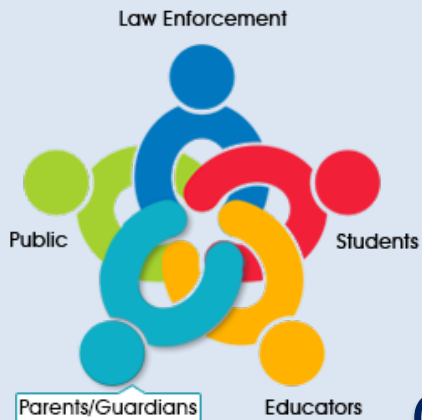
- The format is small group open discussions, allowing youth to express their concerns and provides an opportunity for Officers to answer tough questions they may have
- Gives youth a better understanding of why law enforcement handles certain situations and gives Officers better insight on why youth may react the way they do



Gang Resistance Education And Training (G.R.E.A.T)

The G.R.E.A.T. Program (Gang Resistance Education and Training) is an evidenced based gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula

- Officers use a 13-week curriculum for middle school youth and a six-week curriculum for elementary school students



Topics include:

Decision Making Skills

Conflict Resolution

Communication and Goal Setting



GLOBAL TEEN CITIZEN POLICE ACADEMY (GTCPA)

Global Teen Citizen Police Academy

program began in June of 2014 and is offered to High School students 14-18 each summer for two weeks (half day sessions) in June and July.

- Graduates learn more about the daily functions of the police department, get to know more about the men and women who are protecting their community and how and why they make the decisions they do while performing their duty



Next Class: Summer 2020
2 Weeks/Half Day
June 1-12, graduation June 13, 2020
July 13-24, graduation July 25, 2020



GLOBAL TEEN CITIZEN POLICE ACADEMY

“Topics covered include the First Amendment, “Shoot Don’t Shoot” Scenarios in the Simulator, Gangs, Internet, Firearms Safety, Patrol, Traffic, SWAT operations & K9 unit. Often graduates of the Academy go on to join the Police Explorer Program



Instructors

Members from the Aurora Police Department’s SRO Team, Traffic Unit, SWAT Team, Gang Unit, K-9 Unit, P.A.R Unit, Police Academy, Firing Range, School Resource Officer Unit, Recruiting, PIO Office and the Chief of Police



APD EXPLORER POST #2024

Established at APD in 1981

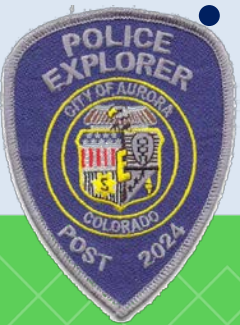
Extension of the Boy Scouts “Learning for Life” Career Program

- Youth (ages 14 to 20) interested in exploring a career in Law Enforcement and serving their community
- Recruits attend a 16 week Academy offering a personal awareness of the criminal justice system through a comprehensive program of training, competition, service and practical experiences
- Explorers participate in various National competitions and have the opportunity to serve the Aurora Community and the Aurora Police Department



APD EXPLORER POST #2024

- The Explorer program promotes personal growth through character development, respect for the rule of law, physical fitness, good citizenship and patriotism
- Police Explorers have provided thousands of donated hours of service to APD and our Aurora community assisting with traffic control, community events, DUI checkpoints, and numerous other activities as well as attending various Local and National competitions/trainings
- Some of our Explorers have gone on to become APD's finest and other Law Enforcement careers
- ***33 APD Explorers provided 9,008 hours of service to the Department and our community under the mentoring of 19 Officers/Advisors in 2019***



AFY INTERVENTION DIRECT SERVICES JUVENILE ASSESSMENT CENTER (JAC)

AFY has contracted direct services with the JAC for a full time JAC Bilingual Mobile Assessment Specialist (BMAS)

- JAC's Community Assessment Program (CAP) provides sustainable community and family connections as an intervention for school-aged youth exhibiting concerning behavior
- Identifies undiagnosed, unmet or underserved needs of youth whose behaviors and environment put them at-risk including gang involvement
- Pinpoints the individualized services needed for the intervention.



AFY COMMUNITY OUTREACH

AFY staff are members of several community committees, and ad hoc committees as needed including:

- The Aurora Substance Abuse Prevention Coalition (ASAP)
- The Executive Internship Program Advisory Committee in Aurora Public Schools for the 2019-20 school year (*primary purpose is to assist educators in establishing, operating, and evaluating programs which serve the needs of students, business and industry, and to provide expertise pertaining to technological change*)
- The Law Enforcement Explorer Post Advisors Association of Colorado (LEEPAAC)
- Aurora Youth Expo Committee - AFY assisted in organizing and participating in the first annual City of Aurora's Youth Expo focusing on resources and activities available for youth throughout the summer in an effort to reduce youth violence



AURORA FOR YOUTH PROGRAM BENEFITS

Prevention

Goal Setting

Reduce Crime

Character Traits

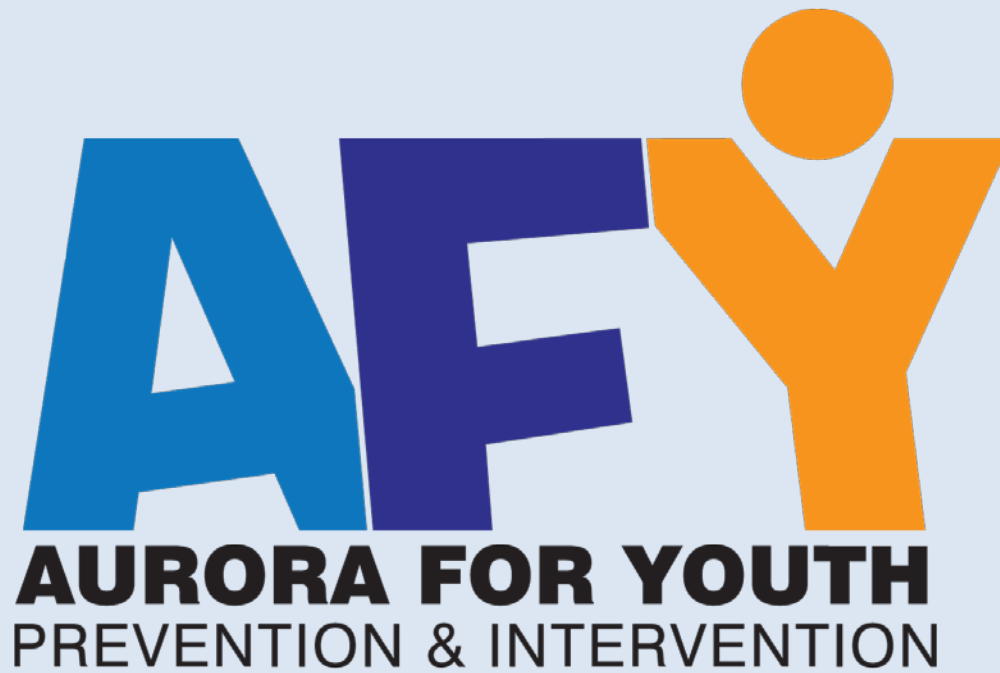
Life Skills

Increase Reporting

Mentoring

Community Relationships





AURORA POLICE DEPARTMENT 2020

Agent Danno Singleton
Officer Dan Smick





Public Safety, Courts and Civil Service Policy Committee Agenda Item Commentary

Item Title: Aurora Fire Rescue Intergovernmental Agreements
Item Initiator: Battalion Chief Matt Chapman
Staff Source: Commander Allen Robnett 303-326-8970
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for peopl

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

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HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

These three agreements are being made to enhance emergency response and capabilities within the City of Aurora while also agreeing to assist regional partners with mutual aid.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Three Intergovernmental Agreements are being presented for council approval and adoption:

The first agreement is between the City of Aurora and the City and County of Denver to provide for and agree to automatic aid fire service response on behalf of both jurisdictions.

A second IGA establishes an agreement between the City of Aurora and the City and County of Denver as the fiscal agent of the Urban Area Security Initiative (UASI) Homeland Security grant program. This is a renewal of a previously existing IGA. The City of Aurora has been involved in this program for 17 years and has received, and continues to receive, public safety equipment and training through the program.

A third agreement is between the City of Aurora and multiple agencies serving the Douglas County response area. This agreement is to provide enhanced fire service within the City of Aurora through mutual aid as well as an agreement to assist Douglas County response agencies within their jurisdictions.

QUESTIONS FOR Committee

Does the committee agree to the Intergovernmental Agreements being brought forward and will they be moved to Study Session?

EXHIBITS ATTACHED:

Denver Fire IGA.pdf

Denver Fire Resolution.pdf

Denver UASI IGA.pdf

Denver UASI Resolution.pdf

Douglas County IGA.pdf

Douglas County Resolution.pdf

INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF AURORA AND THE DENVER FIRE DEPARTMENT

This INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID (this “Agreement”) is made and entered into this _____ day of _____, 2020, by and between the City of Aurora (the “City”), on behalf of its Aurora Fire Rescue (“AFR”), and the Denver Fire Department (the “DFD”) (each referred to separately as a “Party” and jointly referred to as the “Parties”).

RECITALS

WHEREAS, the Parties wish to serve their communities through the effective provision of fire protection services; and

WHEREAS, the provision of such services can be better served through the use of automatic aid between the Parties; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide for automatic aid response of equipment and personnel of each Party to areas within the jurisdiction of the other Party, as provided herein; and

WHEREAS, establishment of an automatic aid agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW THEREFORE, in consideration of the mutual promises and benefits described herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DFD will provide one engine company, first-due, to all fire-related emergency calls (structure fire, vehicle fires, wildland fires, and fire alarms) originating within the response area generally known as Hamden Town Center and the adjacent property to include the Regional Transportation District (“RTD”) Dayton Street Station and surrounding Park and Ride. AFR will provide all companies as required by the appropriate AFR response plan in addition to the one engine company from DFD.
2. All requests for a response on Southbound I-225 from Parker Road to Yosemite Street and the corresponding Southbound light-rail will be provided by AFR.
3. All requests for response on Northbound I-225 from Yosemite Street to Parker Road and the corresponding Northbound light rail will be provided by DFD.
4. Response assignments onto interstates will be determined upon the designated response plans for each department

5. This Agreement will not require the automatic move-up of resources for either agency.

Communications protocol:

6. The Aurora Public Safety Communications Center and the Denver Fire Emergency Communication Center will provide dispatch services for their respective agencies in accordance with this Agreement.
7. Fire-related emergency incidents in which AFR and DPD are responding together within the Hampden Town Center and/or the RTD Station and Park and Ride will require the communication center that receives the request to notify the other agency as appropriate. When responding to this area, the Aurora Public Safety Communications Center will initially dispatch all AFR companies on the Suppression Dispatch channel then request all companies respond on the mutual radio channel. The Denver Emergency Communication Center will initially dispatch all DFD companies on the DFD talk-group then requested all companies respond on the Red-Southeast channel.
8. Individual agency responses to I-225 and the corresponding light rail will be dispatched according to each department's specific procedure.
9. All parties shall cooperate with each other during and until completion of any response under this Agreement. Each Party shall be responsible for obtaining the information necessary for completion of its own emergency incident report and shall exchange that information with all other Parties present at the incident as necessary. All protected health information shall be subject to HIPAA privacy requirements.
10. Any and all dispatch, communications, or technology costs to comply with this Agreement will be the responsibility of each respective agency. This Agreement creates no binding obligation upon either agency to fund, support, or provide any sort of financial assistance in complying with the terms of the Agreement.
11. All financial obligations of the Parties created by the terms of this Agreement are contingent upon funds for those purposes being appropriated, budgeted, and otherwise made available by their governing bodies.
12. **Compensation:** The Parties agree that the services to be provided under this Agreement to each other are of equal value. All aid rendered under the terms of this Agreement shall be without charge to either Party.
13. **Review:** AFR and DFD will meet annually either in person or electronically to review and evaluate the continued effectiveness of this Agreement. This Agreement may be altered, changed, amended, and or modified at any time upon request of either party and upon a showing of good cause. Should any alteration, modifications, amendments, or

changes be made to this Agreement, they shall be reduced to writing and signed by the parties below.

14. **Assignment:** The services contemplated under this Agreement shall not be assigned, sublet, or transferred without the written consent of both Parties.
15. **No Third Party Beneficiary:** Nothing in this Agreement shall be construed as conferring an enforceable right or benefit to any third party or as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, either party under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
16. **Governing Law:** This Agreement shall be governed by and construed in accordance with all laws of the State of Colorado and all the ordinances of general applicability enacted pursuant thereto. Either party may terminate its participation in this Agreement with 30 days prior notice to the other party, either with or without cause.
17. **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, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.
18. **Personnel and Equipment:** Nothing herein shall operate to alter or amend the provisions of Section 29-5-109 C.R.S., regarding workers' compensation coverage. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel used in responses under this Agreement, and all costs associated with the use of their own equipment and apparatus. The personnel and equipment of any Party providing a response under this Agreement shall be insured by the liability, workers' compensation, or other insurance of their own agency. Each Party shall be responsible for their own consumable equipment and supplies, including fuel, which may be consumed as part of a response under this Agreement.
19. **Endorsement:** By their signatures below following parties in the Agreement on behalf of their respective organizations and with the terms and conditions above the parties do not intend to create any obligation or contract, express or implied, other than those specified within this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Contract Control Number:
Contractor Name:

FIRES-201951882-[[This Amendment Number]]
CITY OF AURORA

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: FIRES-201951882-[[This Amendment Number]]
Contractor Name: CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

RESOLUTION NO. R 2020-_____

**A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO,
TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR
AUTOMATIC AID BETWEEN THE CITY OF AURORA AND THE
DENVER FIRE DEPARTMENT**

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, the City of Aurora and the City and County of Denver wish to serve their communities through the effective provision of fire protection services; and

WHEREAS, the provision of fire protection services can be better accomplished through the use of automatic aid between the City of Aurora and the City and County of Denver; and

WHEREAS, the provision of automatic aid between the City of Aurora and the City and County of Denver will promote the health, safety, security, and general welfare of the inhabitants and visitors of the two cities; and

WHEREAS, an Intergovernmental Agreement is necessary to set forth the duties and responsibilities of both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement for Automatic Aid between the City of Aurora and the Denver Fire Department is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

[SIGNATURE PAGE TO FOLLOW]

RESOLVED AND PASSED this _____ day of _____, 2020.

MIKE COFFMAN, Mayor

ATTEST:

STEPHEN RUGER, City Clerk

APPROVED AS TO FORM: _____
Isabelle Evans, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
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THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) and **City of Aurora**, located at 15151 East Alameda Parkway, Aurora, Colorado 80012 (“Agency”). **RECITALS**

- A. In 2002, the Homeland Security Act established the Homeland Security Grant Program. Denver has been identified as an eligible candidate of the Urban Area Security Initiative (“UASI”) program since the 2003 funding cycle.
- B. Denver’s continued eligibility has been determined through an analysis of relative risk to terrorism faced by the 100 most populous Metropolitan Statistical Areas (“MSAs”) in the United States. Federal guidance mandates award by the state to the designated local recipient identified in congressional appropriations.
- C. The purpose of the UASI program is to assist high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. UASI funding can be used to enhance preparedness for other catastrophic events, e.g., hurricanes and wildfires as long as such use of the funds has a nexus to preventing, preparing for, protecting against, and responding to terrorism.
- D. Participation in the UASI program requires that all parties fully implement the National Incident Management System (“NIMS”) and National Preparedness Doctrine to include development across the Core Capabilities as defined by FEMA’s National Preparedness Goal of 2015 or future iterations thereof.
- E. The U.S. Department of Homeland Security (DHS) requires high-risk Urban Areas to complete a Threat and Hazard Identification Risk Assessment (“THIRA”) every three years and Stakeholder Preparedness Review (SPR) annually and to prioritize grant funding to support closing capability gaps identified in this process.
- F. Agencies entering into this Agreement are considered by Denver as project awardees.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The Recitals are hereby expressly incorporated into this Agreement.
- 2. **PURPOSE**

The purpose of this Agreement is to provide for the distribution of UASI grant funds for

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goods and services through planning, organizing, equipping, training and exercising (POETE) activities to eligible entities, and to further the purposes of the UASI program. At the time of execution of this Agreement, the parties anticipate that the UASI grant will be used to fund POETE activities for goods and services to close gaps in the Core Capabilities. This Agreement is subject to the terms of the current, and any future version, FY UASI Notice of Funding Opportunity (NOFO). This Agreement may be amended to include future grant activities authorized by applicable grant guidance. Future amendments must be signed by a person(s) duly authorized to validly bind eligible entities prior to new POETE activities commencing.

3. DEFINITIONS.

- a. *Capability and Capabilities* refer to the Core Capabilities across 5 mission areas defined by FEMA's National Preparedness Goal of 2015 or future iterations thereof.
- b. *Core City* is defined by the UASI grants as the City and County of Denver.
- c. *Core County* is defined by the UASI grants as the City and County of Denver.
- d. All references to *Grant Agreement(s)* or *grant agreement(s)* means the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management ("DHSEM") Agreement between Denver and the Colorado Department of Public Safety, including amendments thereto, and any earlier and later agreements, through which U.S. DHS UASI grants were or are passed through from the State to Denver that are used to fund this Agreement.
- e. *Incident* or *Incidents* mean emergencies resulting from man-made, technological or natural hazards or threats including all terrorist attacks involving chemical, biological, radiological, nuclear, explosive (CBRNE), incendiary, electromagnetic, or cyber weapons.
- f. *Include, includes, and including* are to be read as if followed by the words "without limitation" unless specifically qualified by words of limitation.
- g. *Fiscal Risk Assessment* refers to a document completed by the Project Awardee that is used by the City and County of Denver to determine if the Project Awardee has the financial and administrative ability to maintain and support any goods and services they may receive through the UASI grant process.
- h. *Mission Area(s)* are defined by national Preparedness Goal 2015 as Protection, Prevention, Mitigation, Response, and Recovery.

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- i. *Party* and *parties*, regardless of whether capitalized, refer only to the named parties to this Agreement.
- j. *POETE* means Planning, Organization, Equipment, Training and Exercise activities.
- k. *Project Awardee* means a North Central All-Hazards Region Jurisdiction or Agency that receives a subaward from the Denver UASI program to carry out part of this program.
- l. *SPR* means Stakeholder Preparedness Review as defined by Comprehensive Preparedness Guide 201 version 3 published in May 2017 or future iterations thereof.
- m. *State* means the State of Colorado.
- n. *State Administrative Agency Point of Contact* means the person designated by the Governor of the State of Colorado to be responsible for the management of the UASI program or such other person of the State agency, department, or division duly designated by the State.
- o. *TEPW* as defined by the Colorado Division of Homeland Security and Emergency Management is the Training and Exercise Plan Workshop.
- p. *THIRA* means Threat and Hazard Identification and Risk Assessment as defined by Comprehensive Preparedness Guide 201 version 3 published in May 2017 or future versions thereof.
- q. *UASI* means Urban Area Security Initiative.
- r. *U.S. DHS* means the United States Department of Homeland Security.
- s. *Urban Area* means the City and County of Denver and surrounding governmental and quasi-governmental jurisdictions that provide homeland security, emergency management, or capabilities defined under the National Preparedness Goal.

4. ROLES AND RESPONSIBILITIES.

- a. Denver, as the Core City and County of the UASI program, within the State of Colorado:
 - i. Is the fiscal agent and fiduciary authority of the UASI program award, and thereby solely responsible for ensuring compliance with 2 CFR 200

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- Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards Uniform Guidance issued by the Federal Office of Management and Budget (“OMB”), including review of fiscal risk on the Agency and determining eligibility for current and future UASI funding.

- ii. Shall serve as the sole procurement and coordination agency for goods and services provided under the UASI program, unless Denver determines a joint procurement and/or coordination process is beneficial for completing a UASI-funded activity. Procurement and/or coordination of goods and services shall be made in accordance with the budget and Denver’s own procurement laws, regulations, and policies.

b. Agency shall:

- i. Complete a Denver fiscal risk assessment prior to receiving UASI grant funded goods and services, if required.
- ii. Participate in the UASI THIRA/SPR process, including completion of provided forms and requests for information
- iii. Comply with all terms of each grant agreement and UASI grants from which it receives any goods and services, including reimbursement for any reason.
- iv. Make available for inspection and monitoring all goods provided by the UASI grant program and provide any related maintenance records or documentation.
- v. Concur that this Agreement does not warrant or guarantee entities will receive any specific amount of goods, services, or reimbursement. The Agency understands that it may receive goods, services, or reimbursement depending upon the approved budget and the Agency’s ability to take advantage of the goods and services in a timely manner.
- vi. Participate in UASI regional planning and inter-agency coordination activities.
- vii. Assign a project point of contact to act as the Agency representative for all aspects of any UASI funded goods and services that directly involve the Agency.

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- viii. Accept title to and/or delivery of goods at the place designated by the purchase order or contract, and assume the risk of loss, in accordance with the terms applicable to a particular shipment or delivery of equipment or other tangible goods.
- ix. Notify the UASI program staff upon receipt of goods and services, including providing any documentation requested by UASI staff and tagging equipment with UASI tags as provided for by the UASI program office.
- x. Accept goods or services provided to it under this Agreement; provided that the Agency shall retain all legal and equitable rights and remedies against a vendor, supplier, or manufacturer for non-conforming or defective goods or services.
- xi. Repair and maintain all equipment and other tangible goods provided to Agency under this Agreement in good working order for the reasonably expected life-cycle of such equipment and other tangible goods, ordinary use, wear and tear excepted, and to prevent them from becoming spoiled, deteriorated, defective, lost, stolen or obsolete.
- xii. Maintain all records on equipment and tangible goods that may be required by the terms of the UASI grant agreements, State and Federal laws, rules and regulations, or by Denver, including but not limited to maintenance records, depreciation schedules, physical location, and condition reports.
- xiii. Provide all supplemental documentation that may be required by Denver, including but not limited to completed inventory request forms as provided by the UASI, police reports for stolen equipment or goods, advanced written notification requesting permission to transfer, sell, or dispose of equipment or other tangible goods procured with UASI funds.
- xiv. Respond to Incidents utilizing the equipment and other tangible goods provided for, or reimbursed under this Agreement, including replacement of supplies and equipment acquired in accordance with this Agreement, and utilizing trained personnel as requested and reasonably available.
- xv. Participate in the annual UASI TEPW and complete requested documentation for the workshops.

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- xvi. Make its personnel and equipment or other tangible goods procured with funds from UASI grants reasonably available for training and exercise, and response to Incident based on requests from any UASI entity, the State, or U.S. DHS.
- xvii. Make its personnel, trained through UASI funded Train-the-Trainer courses, reasonably available to the region to provide additional trainings as requested.
- xviii. Test and train appropriate responsible persons, and participate in regional trainings and exercises, on use of equipment and other tangible goods in simulated exercises, including those done independently and through the Urban Area.

Funding activities:

- xix. Provide a cash match as agreed to in the Agency's submitted grant application(s). The Agency shall pay this amount directly to Denver, prior to Denver beginning procurement. The Agency will pay the match invoice within thirty (30) days of receipt of the invoice from Denver. Failure to pay within thirty (30) days of receiving the match invoice under this Agreement shall constitute a material breach of this Agreement.
5. **APPROPRIATIONS.** Denver's obligations under this Agreement or any renewal extend only to monies appropriated for the purpose of this Agreement by the Denver City Council, paid into Denver Treasury, and encumbered for the purposes of this Agreement. By execution of this Agreement, neither party irrevocably pledges present cash reserves for payments in future fiscal years and this Agreement does not, and is not intended to, create a multiple-fiscal year direct or indirect debt or financial obligation of either party. Denver's obligations under this Agreement are further limited to the funds made available pursuant to the UASI Grant and budget approved by the Urban Area Working Group for fulfilling the purposes of this Agreement.
 6. **TAXES, CHARGES, AND PENALTIES.** Denver shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Denver's Revised Municipal Code.
 7. **EXECUTIVE AND LIAISON.** Denver's point of contact for the UASI grants is the Executive Director of the Mayor's Office of Emergency Management and Homeland Security ("Director"), who will serve as Chair of the Urban Area Working Group. During the term of this Agreement, eligible entities shall fully coordinate all activities

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and obligations related to or arising out of this Agreement with Denver, including the Director, or as otherwise directed by Denver.

8. **TERM AND TERMINATION.** The term of the Agreement is from date of full execution and terminates on December 31, 2025. Denver may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in any UASI Grant funding this Agreement.

9. **DISCLAIMER OF WARRANTIES. THE GOODS PROVIDED BY DENVER UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND FROM DENVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY DENVER, ITS AFFILIATES, OR ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY FROM DENVER. DENVER IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES RESULTING FROM MISHANDLING, ABUSE, MISUSE, ACCIDENT, ELECTRICAL POWER SURGES OR CURRENT FLUCTUATIONS, FORCE MAJEURE EVENT, IMPROPER STORAGE OR OPERATION, INCLUDING USE IN CONJUNCTION WITH EQUIPMENT ELECTRICALLY OR MECHANICALLY INCOMPATIBLE WITH OR OF INFERIOR QUALITY TO THE SUPPLIED GOODS OR FAILURE TO MAINTAIN THE ENVIRONMENTAL CONDITIONS SPECIFIED BY THE MANUFACTURER OR LICENSOR. ANY WARRANTIES ASSOCIATES WITH THE GOODS ARE SOLELY THOSE PROVIDED BY THE MANUFACTURER OR SELLER OF THE GOODS DIRECTLY TO AGENCY.**

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event will performance by a party constitute or be construed to be a waiver by that party of any breach of term, covenant, or condition or any default that may then exist on the part of the other party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Agreement is or may be construed to be a waiver of any succeeding or other breach.

11. **CONFLICT OF INTEREST.** No employee of either party has or may have any personal or beneficial interest whatsoever in the services or property described herein. The Agency shall not knowingly hire or contract for services with any employee or officer of Denver that would result in any violation of the Denver Revised Municipal

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Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9, 1.2.12.

12. **STATUS OF PARTIES.** Neither party is an employee of the other; no officer, employee, agent or contractor of one party is an officer, employee, agent, or contractor of the other party for any purpose, including unemployment compensation and workers' compensation.
13. **EXAMINATION OF RECORDS.** The Agency shall retain for at least three (3) years from the date of submission of the final expenditure report or until equipment has depreciated in value below \$5000.00, whichever is longer, all records related to this Agreement, including documentation and records for equipment, other tangible goods, funding, or services provided for under this Agreement and expenses incurred arising out of this Agreement. Any duly authorized representative of the federal government, state government or Denver, including Denver's Auditor or his representative have upon reasonable notice access to and the right to examine any directly pertinent books, documents, papers and records of entities related to this Agreement, until the expiration of three (3) years after the end of the State of Colorado fiscal year that includes the end of the UASI grant agreement(s). In the event any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the Agency shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the three-year period, whichever is later.
14. **ASSIGNMENT AND SUBCONTRACTING.** Agency covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Executive Director of the Office of Emergency Management. Any attempts by Agency to assign or transfer its rights hereunder without such prior written consent of the Executive Director shall, at the option of said Executive Director, automatically terminate this Agreement and all rights of Agency hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Executive Director. A change in control of Agency shall not constitute an assignment hereunder.
15. **NO THIRD-PARTY BENEFICIARY.** The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives services or benefits under this Agreement is an incidental beneficiary only.
16. **GOVERNING LAW; VENUE.** Each term, provision, and condition of this Agreement is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances, and regulations enacted pursuant thereto.

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Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Agreement will be in the District Court of the Second Judicial District of the State of Colorado.

17. **SEVERABILITY**. Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
18. **PARAGRAPH HEADINGS**. The captions and headings set forth in this Agreement are for convenience of reference only and do neither define nor limit its terms and may not be construed to do so.
19. **SURVIVAL OF CERTAIN PROVISIONS**. The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Agency's obligations to indemnify Denver, shall to the extent permitted by law, survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
20. **NOTICES**. Notices concerning termination of this Agreement, alleged or actual, violation(s) of the terms or conditions of this Agreement, and notices of similar importance, as well as bills, invoices, or reports required under this Agreement, must be mailed by United States mail, postage prepaid, if to the Agency at its address written above, and if to Denver at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective three (3) days after deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but these substitutions are not effective until actual receipt of written notification.

City and County of Denver
Mayor's Office of Emergency Management

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101 W Colfax Ave. 7th Floor
Denver, Colorado 80202
Attn: UASI Program Manager

With copies of termination and violation notices to:

Office of the Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

- 21. COLORADO GOVERNMENTAL IMMUNITY ACT:** Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* Nothing in this Section or any other provision of this Agreement or any Exhibit shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Agency may have under the Colorado Governmental Immunity Act or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.
- 22. DISPUTES.** All disputes of any nature between Denver and the Agency regarding this Agreement will be resolved by the administrative hearings pursuant to Denver Revised Municipal Code 56-106(b)-(f). For purposes of that procedure, the Executive Director of the Office of Emergency Management is the Denver official to render a final determination.
- 23. ORDER OF PRECEDENCE.** In the event of any conflict between the terms contained in the numbered sections, including subparts to them, of this Agreement and those of any exhibit such that the full effect cannot be given to both or all provisions, then the terms contained in the numbered sections, including subparts to them, of this Agreement control.
- 24. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

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Aurora, Colorado 80012
MOOEM-201952092

25. LEGAL AUTHORITY. The parties represent and assure that each possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement. The persons or person signing and executing this Agreement on behalf of a party, represent(s) that he or she is fully authorized to execute this Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances, and provisions herein set forth. If there is a dispute as to the legal authority of either the Agency or the person signing this Agreement to enter into this Agreement, at its option, Denver may temporarily suspend or permanently terminate this Agreement or both. Denver will not be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Agreement.

26. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The parties consent to the use of electronic signatures by Denver and the Agency. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver, and by the Agency. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

CITY OF AURORA, COLORADO

Mike Coffman, Mayor

Date

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
City of Aurora
15151 East Alameda Parkway
Aurora, Colorado 80012
MOOEM-201952092**

APPROVED AS TO FORM:

Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT
Urban Area Security Initiative
City of Aurora
15151 East Alameda Parkway
Aurora, Colorado 80012
MOOEM-201952092**

Contract Control Number: MOOEM-201952092-00
Contractor Name: City of Aurora

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

RESOLUTION NO. R 2020-_____

**A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO,
TO APPROVE THE URBAN AREA SECURITY INITIATIVE
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, the Homeland Security Act established the Homeland Security Grant Program and the City and County of Denver has been identified as a candidate for the Urban Area Security Initiative (“UASI”) program; and

WHEREAS, the purpose of the UASI program is to assist high-threat, high-density urban areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, UASI funding can be used to enhance preparedness for other catastrophic events as long as such use of funds has a nexus to preventing, preparing for, protecting against, and responding to terrorism; and

WHEREAS, the City of Aurora and the City and County of Denver wish to cooperate to distribute UASI grant funds for goods and services through planning, organizing, equipping, training, and exercising activities to further the purposes of the UASI program; and

WHEREAS, an Intergovernmental Agreement is necessary to set for the duties and responsibilities of both municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Urban Area Security Initiative Intergovernmental Agreement is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2020.

MIKE COFFMAN, Mayor

ATTEST:

STEPHEN RUGER, City Clerk

APPROVED AS TO FORM: _____
Isabelle Evans, Assistant City Attorney

**DOUGLAS COUNTY EMERGENCY RESPONSE
MUTUAL AID AGREEMENT**

2020

THIS MUTUAL AID AGREEMENT IS AGREED UPON THIS DATE BY:

_____ **Date** _____
Sheriff, Douglas County

THIS MUTUAL AID AGREEMENT IS AGREED UPON THIS DATE BY:

CITY OF AURORA, COLORADO

Mike Coffman, Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

**DOUGLAS COUNTY EMERGENCY RESPONSE
MUTUAL AID AGREEMENT**

AN AGREEMENT AMONG: Aurora Fire Rescue, Town of Castle Rock Fire and Rescue Department, Douglas County Sheriff, Franktown Fire Protection District, Jackson 105 Fire Protection District, Larkspur Fire Protection District, Mountain Communities Fire Protection District, North Fork Fire Protection District, South Metro Fire Rescue Authority, West Douglas County Fire Protection District, West Metro Fire Protection District.

PURPOSE: To provide for mutual assistance and cooperation between the above identified parties in conformance with §29-5-101, et. seq., C.R.S., when operations in response to an emergency situation require additional personnel and/or equipment beyond the capacity of the requesting party, and the assisting party can safely provide the requested aid.

AGREEMENT: The above parties agree to provide to each other such mutual assistance to operations as may be requested by the other party subject to the terms and conditions stated below.

TERMS AND CONDITIONS:

1. A request for specific assistance shall be originated in a timely manner by the Incident Commander in Charge of the operation, using the best means of communication as may be available, when the need for assistance is recognized.
2. The use of a "standby" alert is encouraged to minimize inconvenience and allow timely provisions of full assistance.
3. The assisting party shall notify the requesting party of the degree of compliance with the request (full, partial, or regrets) as soon as practical.
4. Full and sole responsibility for determining the availability of the requested assistance rests with the assisting party.
5. The requesting party shall assume command authority over the assisting party during the full course of the operation unless otherwise agreed by the on-scene Incident Commander, or until the assisting party is recalled. All parties agree to use the National Incident Management System, Incident Command System, and use common terminology.
6. Each party agrees that the Mutual Aid Period shall be equal to 12 consecutive hours, measured from the time of initial dispatch of the emergency incident.
7. It is mutually understood among the parties that the value of assistance provided by each party to each other party will be roughly equal over time. Accordingly, except in extraordinary cases where assistance is required for more than 12 hours, or where the parties have otherwise agreed in writing, each party agrees to bear its own costs in providing the assistance requested. Each Party shall have the right to seek compensation or reimbursement and bill any person or agency not a Party for services provided pursuant to this Agreement, including services rendered within the mutual aid period in accordance with its own billing policies and as authorized by law.

8. Each party retains responsibility for the safety of their own personnel and equipment, and each department, entity or agency's employees shall remain employees of that department, entity or agency at all times and for all purposes.
9. Each party shall maintain workers' compensation, property, and liability insurance on their own equipment and personnel. Pursuant to §29-5-109 C.R.S., if any firefighter, police officer or deputy sheriff or other personnel of the assisting party is injured, disabled, or dies as a result of performing services within the boundaries of the requesting party, said individual shall remain covered by, and eligible for, the workmen's compensation and pension benefits (including disability, death, and survivor benefits) which said individuals would be otherwise entitled if the injury, disability, or death had occurred within the boundaries of the assisting party.
10. Each party agrees that by entering into this Agreement they are not waiving, nor is it their intention to waive, the monetary limitations, or any rights, immunities and protections provided by, or otherwise available to the parties pursuant to the Colorado Governmental Immunity Act §24-10-101 et seq., C.R.S.
11. Each party shall participate in moving apparatus and personnel to areas of the county where emergency resources are depleted based on availability (countywide move up process).
12. Each party agrees to make a "good faith" best effort to provide the assistance requested. However, it is not expected that the assisting party leave their own jurisdiction with inadequate protection, either in equipment or personnel. The determination of the assisting party in this regard shall be in its sole discretion and the failure or refusal of the assisting party to respond, either in whole or in part, shall not give rise to any claims or liability.
13. Some Fire Departments and Protection Districts in Douglas County have agreed to respond to wildfires on lands bordering their legal fire district boundary, classified as unincorporated No-Man's-Land, that is not serviced by a tax-based Fire District. These agencies agree to respond to and suppress such fires following the terms set forth in this Agreement. Agencies within Douglas County that have agreed to such response in Douglas County include: Jackson 105 FPD, Larkspur FPD, Mountain Communities FPD, North Fork FPD, South Metro FRA, West Douglas FPD and West Metro FPD.
14. The districts, towns, and county listed below may establish procedures and protocols for the carrying out of this Agreement, however, no such procedure or protocol shall be contrary to the terms of this Agreement.
15. This Agreement supersedes all previous versions of the Douglas County Emergency Response Mutual Aid Agreement.
16. After this Agreement is executed, additional districts or municipalities operating within Douglas County may become parties to this Agreement only with the written consent of all current parties to this Agreement. If that were to occur, this Agreement will be updated to reflect the additional party and re-distributed.

EFFECTIVENESS AND TERMINATION:

The Agreement shall be effective when signed by authorized representatives of each party. This Agreement shall be valid from the date of its execution and shall be automatically renewed at the end of each calendar year thereafter, unless any party gives written notice to the others of its intent not to renew at least thirty days prior to December 31st, of any given calendar year. In addition, any party hereto may terminate its participation in the agreement without cause upon thirty days prior written notice to the other parties. Any party that chooses to terminate its participation in this agreement shall not be construed as terminating the entire agreement and the agreement shall continue to remain in force among the other parties.

RESOLUTION NO. R 2020-_____

**A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO,
TO APPROVE THE DOUGLAS COUNTY EMERGENCY RESPONSE
MUTUAL AID AGREEMENT**

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, the City of Aurora, Town of Castle Rock, Douglas County Sheriff, Franktown Fire Protection District, Jackson 105 Fire Protection District, Larkspur Fire Protection District, Mountain Communities Fire Protection District, North Fork Fire Protection District, South Metro Fire Rescue Authority, West Douglas County Fire Protection District, and West Metro Fire Protection District wish to serve their communities through the effective provision of fire protection services; and

WHEREAS, the provision of fire protection services can be better accomplished through the use of mutual aid between the City of Aurora and surrounding municipalities, fire protection districts, and counties; and

WHEREAS, the provision of mutual aid between the City of Aurora and surrounding municipalities, fire protection districts, and counties will promote the health, safety, security, and general welfare of the inhabitants and visitors of the residents of the City of Aurora and surrounding areas; and

WHEREAS, an Intergovernmental Agreement is necessary to set for the duties and responsibilities of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Douglas County Emergency Response Mutual Aid Agreement is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2020.

MIKE COFFMAN, Mayor

ATTEST:

STEPHEN RUGER, City Clerk

APPROVED AS TO FORM: _____
Isabelle Evans, Assistant City Attorney