




**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 14-20**

DATE: September 12, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT: CR-97 Local Hazard Mitigation Plan IGA 

BACKGROUND

In the April 4, 2014 Management Letter, it was reported that the City of Thornton was exploring the idea of writing a Local Natural Hazard Mitigation Plan and had invited Northglenn and Federal Heights to participate. At that time, Thornton submitted a notice to the State Department of Emergency Management stating their intent to develop a plan at a total project cost of \$100,000 and to request federal grant funding of \$75,000. If the grant request was approved, half of the remaining \$25,000 would come from the State with the final \$12,500 coming from the participating cities. Thornton had calculated the estimated cost shares of the local \$12,500 as follows based on the geographic size of the participating communities:

Federal Heights	4%	\$ 500
Northglenn	17%	\$ 2,125
<u>Thornton</u>	<u>79%</u>	<u>\$ 9,875</u>
		\$12,500

We have been notified by Thornton that they have decided to submit the grant request for this project. They requested that we submit two letters indicating our intent to participate by September 8 and they requested that we sign an Intergovernmental Agreement for this project by September 24. As previously mentioned in the September 5th Management Update, the City Manager signed the letter they requested (Attachment 1). These letters indicate the City's intent to participate but does not commit us to participate. Council Resolution 97 considers authorizing the Mayor, on behalf of the City to enter into the Intergovernmental Agreement on the September 22.

At the present time, we are included in a Hazard Mitigation Plan that was developed by DRCOG in 2010. This plan expires in 2015 and DRCOG has announced that they are not planning to perform an update to the current plan.

Although all three of our cities are entirely within Adams County, and Adams County included a Hazard Mitigation Plan within their 2012 Comprehensive Plan Update, this does not suffice as a plan for our cities. For your reference, the Adams County Comprehensive Plan can be found at this link: <http://www.adcogov.org/DocumentCenter/View/2785> and Appendix C, containing the Hazard Identification and Risk Assessment portion of the plan can be found here: <http://www.adcogov.org/DocumentCenter/View/2780>

The benefit for cities to have a local hazard mitigation plan in place is to increase their eligibility for federal and/or state funding of natural hazard prevention measures and, in the case of a natural disaster occurrence, recovery measures.

BUDGET/TIME IMPLICATIONS:

The IGA obligates \$2,125.00 commitment from the City. These funds can be covered under the Planning Department's Professional Services Fund

RECOMMENDATION

Staff recommends Council approve CR-97 as presented

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

ATTACHMENTS

ATTACHMENT 1 Funding Match Commitment Letter



ATTACHMENT 1

*Office of the City Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061
Phone (303) 451-8326
FAX (303) 450-8708*

September 4, 2014

Colorado Division of Homeland Security &
Emergency Management (DHSEM)
Ms. Marilyn Gally, State Hazard Mitigation Officer
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112


RE: "Funding Match Commitment Letter" as a participating jurisdiction in The 2015 Local Natural Hazard Mitigation Plan (HMP) Update for the Cities of Thornton, Northglenn, and Federal Heights, Colorado

Dear Ms. Gally,

This letter serves as Northglenn's commitment to meet the matching fund requirements for the Hazard Mitigation Plan (HMP) Update.

If awarded an HMGP Planning Grant, Northglenn will provide local cash matching funds in the amount of \$2,125.00 for development of the HMP. These cash funds will be available as of October 1, 2014.

Respectfully,


John R. Pick
City Manager



Office of the City Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061
Phone (303) 451-8326
FAX (303) 450-8708

September 4, 2014

Mr. Jack Ethredge, City Manager
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

RE: "Statement of Intent to Participate" as a participating jurisdiction in The 2015 Local Natural Hazard Mitigation Plan (HMP) Update for the Cities of Thornton, Northglenn, and Federal Heights, Colorado

Dear Mr. Ethredge,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6 which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the City of Northglenn is submitting this letter of intent to confirm that the City of Northglenn has agreed to participate in The 2015 Local Natural Hazard Mitigation Plan (HMP) Update for the Cities of Thornton, Northglenn, and Federal Heights, Colorado effort.

Further, as a condition to participating in the mitigation planning, the City of Northglenn agrees to meet the requirements for mitigation plans identified in 44 CFR§201.6 and to provide such cooperation as is necessary and in a timely manner to the City of Thornton to complete the plan in conformance with FEMA requirements.


The City of Northglenn understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2013 including, but not limited to:

- Identification of hazards unique to the jurisdiction and not only those addressed in the State of Colorado Natural Hazard Mitigation Plan;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant information, commenting on drafts of the plan, etc.)
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I, John R. Pick, commit the City of Northglenn to The 2015 Local Natural Hazard Mitigation Plan (HMP) Update for the Cities of Thornton, Northglenn, and Federal Heights, Colorado effort.

Executed this 4th day of September, 2014

Respectfully,


John R. Pick
City Manager

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-97
Series of 2014

Series of 2014

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF THORNTON, FEDERAL HEIGHTS, AND NORTHGLENN FOR THE DRAFTING, FUNDING, AND ADOPTION OF A LOCAL HAZARDS MITIGATION PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the Cities of Thornton, Federal Heights, and Northglenn for the Drafting, Funding, and Adoption of a Local Hazards Mitigation Plan, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF THORNTON,
FEDERAL HEIGHTS, AND NORTHGLENN FOR THE DRAFTING, FUNDING, AND
ADOPTION OF A LOCAL HAZARD MITIGATION PLAN

This Intergovernmental Agreement (“IGA”) entered into this _____ day of _____, 2014, entered into among the City of Thornton located at 9500 Civic Center Drive, Thornton, CO 80229 (“Thornton”), the City of Federal Heights, located at 2380 W. 90th Avenue, Federal Heights, CO 80260 (“Federal Heights”), and the City of Northglenn located at 11701 Community Center Drive, Northglenn, CO 80233 (“Northglenn”), or collectively the (“Cities”).

WITNESSETH

WHEREAS, the Cities desire to work cooperatively toward the development, drafting, and adoption of a Local Hazard Mitigation Plan (the “Plan”); and

WHEREAS, the purpose of this IGA is to establish commitment from and a cooperative working agreement among the Cities and to ensure that the Plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; and

WHEREAS, it is intended that the planning process is conducted in an open manner involving appropriate staff representatives, community stakeholders, and members of the public from each of the Cities; and

WHEREAS, the Plan will provide the following benefits to the Cities:

- enable them to identify cost effective actions for risk reduction;
- provide information to the elected officials which may be used to prioritize and direct resources toward the greatest risks and vulnerabilities;
- serve to increase public education and awareness of hazards and risks to the community;
- provide information to help enable the Cities to more closely align risk reduction efforts with other community objectives; and
- provide eligibility to receive federal hazard mitigation grant funding.

WHEREAS, Thornton has secured a grant on behalf of the Cities for the purpose of funding the services of a consultant to develop and draft the Plan; and

WHEREAS, the grant will pay up to 87.5% of the final cost for development of the Plan, with the remaining amount to be shared by the Cities, as set forth herein.

NOW THEREFORE in consideration of the terms and conditions contained herein, the Cities hereto agree as follows:

1. PROJECT MANAGEMENT

A. LEAD AGENCY

Thornton shall manage the Project and serve as the lead agency to coordinate the efforts associated with development of the Plan, which includes the following responsibilities:

1. Collect and manage grant funds.
2. Draft and issue a request for proposals ("RFP") which will include a provision that the Project shall be conducted and the Plan shall be drafted in accordance with the specifications provided by the Federal Emergency Management Agency ("FEMA") and the State of Colorado.
3. Collect, manage and organize RFP responses.
4. Select and contract with the consultant.
5. Collect financial obligations associated with the Plan from Northglenn and Federal Heights.
6. Assign a staff member as project manager for the development of the Plan.
7. Serve as chief liaison between the Cities and the State of Colorado and FEMA as it pertains to the planning process and the Plan.
8. Manage the planning process.
9. Coordinate and cooperate with Northglenn and Federal Heights in regard to the development and drafting of the Plan.
10. Schedule and conduct required community meetings, technical committee meetings, and other required processes.

B. PARTNER AGENCIES

Northglenn and Federal Heights shall be considered Partner Agencies and provide to Thornton or to the consultant all information related to the Project upon request.

Northglenn and Federal Heights will be responsible for the following:

1. Cooperate with Thornton in regard to the scheduling of meetings, assist in the finalization of the scope of work, interactions with the consultants, recruiting community stakeholders, inviting members of the public, and related tasks.
2. Assign an appropriate staff member to serve as the City Plan liaison.
3. Assign appropriate staff members to participate in planning, technical advisory, stakeholder, community, and other meetings as necessary and appropriate if this person is different from above.

4. Provide all appropriate and available background information and geographic information systems (GIS) data, maps, databases, and other necessary information and documents in support of the planning process and the development of the Plan.
5. Provide meeting space as necessary for technical committee meetings, community meetings, stakeholder meetings, and other meetings as necessary.
6. Submit the final Plan to their respective City Councils for review and recommended adoption as soon as possible and within forty-five (45) days of receiving the Approval Pending Adoption letter for the Plan from FEMA.
7. Cooperate fully in regard to the timely review of draft Plan drafts and documents and the approval of the final Plan.
8. Following Plan adoption, coordinate a process to monitor, evaluate, and work toward Plan implementation.
9. Pay Thornton invoices in full within thirty (30) days.
10. Work diligently, in good faith, and in a timely manner toward the completion of the Plan.

C. CONTRACT DOCUMENTS

Upon completion of the Scope of Work, Thornton shall develop the contract documents associated with hiring the Consultant. The Cities agree that the contract will require the Consultant to develop the Plan in accordance with the standards and specifications provided by FEMA and the State of Colorado, and in the best interest of each of the Cities.

The contract documents shall include a task list for each of four categories:

1. work to be completed for the Cities;
2. work to be completed for Thornton
3. work to be completed for Northglenn; and
4. work to be completed for Federal Heights.

Thornton will advertise the RFP, evaluate the responses, select the consultant, and enter into a contract with the Consultant for development of the Plan.

D. PROJECT FUNDING AND INVOICING

The grant funding structure is anticipated to be that FEMA will pick up 75% of the cost for development of the Plan; the state will be responsible for 12.5% of such costs, and the Cities will be responsible for the remaining 12.5% of such cost. The Cities therefore agree to share their responsibility for 12.5% of the cost of the Plan development in proportion to the approximate geographical area of each City; as follows: Thornton will be responsible for, 79%; Northglenn, 17%; and Federal Heights, 4%.

Upon awarding a contract to the Consultant, the contract cost for development of the Plan will be determined and Thornton will issue invoices to each Partner Agency in accordance with the percentage formula above. The Partner Agencies agree payment is to be remitted to the City within sixty (60) days of the date of the invoice.

E. PROJECT MANAGER AND STAFF COORDINATORS

Thornton shall designate a Project Manager who shall coordinate the Project on behalf of the Cities. Northglenn and Federal Heights shall each designate a Staff Coordinator who shall serve as the primary point of contact for both the Project Manager as well as the consultant.

F. CONTRACT AMENDMENTS

The Project Manager and Staff Coordinators shall meet in person or communicate via telephone conference and electronic mail as necessary to discuss all potential contract amendments.

G. PROJECT COMPLETION

The Cities agree to cooperate fully toward the completion of the Plan. The Cities acknowledge that it is essential to each City that the entire Plan is completed within fifteen (15) months, which shall include approval by FEMA and the State of Colorado and by each City. No City shall have the right to stop or significantly delay the development, drafting, or adoption of the Plan without the written consent of the other Cities. In the event that any City or Cities terminates its participation in the Plan, the remaining City or Cities reserve the right to complete the Plan.

2. GENERAL TERMS

A. TERM/TERMINATION

This agreement shall terminate upon approval of the Plan by FEMA, the State of Colorado, and by each City, or one year following the issuance of the FEMA Approvable Pending Adoption Notice, whichever comes first. Each City retains the right to terminate its participation in the Plan prior to completion at any time by written notification to the other two Cities. Such action shall not have any effect on the other Cities progress toward the completion of the Plan.

B. NOTICE

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by mail, and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other

address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton
City Manager
9500 Civic Center Drive
Thornton, CO 80229

City of Northglenn
City Manager
11701 Community Center Drive
Northglenn, CO 80233

City of Federal Heights
City Manager
2380 W. 90th Avenue
Federal Heights, CO 80260

C. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities.

D. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

E. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

F. WAIVER

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

G. PARAGRAPH CAPTIONS

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

H. GOVERNMENTAL IMMUNITY

The Parties acknowledge that each Party, their officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

I. THIRD PARTY CLAIMS

Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third party receiving benefits from this Agreement shall be deemed an incidental beneficiary only.

J. NO MULTIPLE YEAR FISCAL OBLIGATIONS

The Cities do not intend to create a multiple year fiscal obligation for any City by virtue of this Agreement. The Parties acknowledge that any future monetary obligations of any City are subject to sufficient appropriations by each City and such appropriations are not guaranteed to be made.

IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON

Jack Ethredge, City Manager

ATTEST:

Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:

Margaret Emerich, City Attorney

CITY OF NORTHGLENN

Joyce Downing
Mayor

ATTEST:

Johanna Small, CMC
City Clerk

APPROVED AS TO FORM:

Corey Hoffmann
City Attorney

CITY OF FEDERAL HEIGHTS

Joyce Thomas
Mayor

ATTEST:

Patti K. Lowell
City Clerk

APPROVED AS TO FORM:

City Attorney