



Commissioners' Office  
4430 South Adams County Parkway  
5<sup>th</sup> Floor, Suite C5000A  
Brighton, CO 80601-8204  
PHONE 720.523.6100  
FAX 720.523.6045  
www.adcogov.org

To our partners in Adams County,

Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,

W.R. 'Skip' Fischer, Chairman of the Board  
Adams County Board of County Commissioners

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BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer  
DISTRICT 1

Alice J. Nichol  
DISTRICT 2

Erik Hansen  
DISTRICT 3

STATE OF COLORADO         )  
COUNTY OF ADAMS         )

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 12<sup>th</sup> day of December 2012, there were present:

W.R. "Skip" Fischer \_\_\_\_\_ Chairman  
Alice J. Nichol \_\_\_\_\_ Commissioner  
Erik Hansen \_\_\_\_\_ Commissioner  
Jen Wascak \_\_\_\_\_ County Attorney  
Keisha Hirsch, Deputy \_\_\_\_\_ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN LOCAL GOVERNMENTS

WHEREAS, Adams County has the authority to enter into this IGA pursuant to Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Intergovernmental Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer \_\_\_\_\_ Aye  
Nichol \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye  
Commissioners

STATE OF COLORADO     )  
County of Adams         )

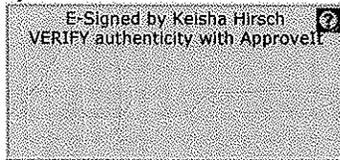
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12<sup>th</sup> day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

AGREEMENT  
FOR DISASTER-EMERGENCY MUTUAL AID  
AND  
DISASTER-EMERGENCY FUNDING ASSISTANCE  
IN AND BETWEEN  
LOCAL GOVERNMENTS

This Agreement, dated this 10<sup>th</sup> day of December 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

I. **Purpose**

The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.

II. **Authority**

The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.

III. **Term**

The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.

IV. **Disaster Assistance and Mutual Aid**

a. Assistance and Mutual Aid

- i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
  1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
  2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
  3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
- ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
- iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
  - i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
  - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
  - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
  - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
    - 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
    - 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
  - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. Command & Control.
  - i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
  - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
  - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

**V. Reimbursement and Compensation**

- a. Reimbursement. Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. Compensation. Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. Agency Policy and Procedures. Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. Reimbursement Distribution. In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

**VI. Disaster Planning and Interagency Cooperation**

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

VII. **Termination**

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. **Non-Liability**

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. **Integration and Amendments**

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. **Assignment /Transfer**

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XI. **No Third Party Beneficiary**

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

XII. **Waiver**

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

**XIII. Severability**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

**XIV. Headings**

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

**XV. Execution**

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12  
Board of County Commissioners                      Date

\_\_\_\_\_  
City of Arvada    Date

\_\_\_\_\_  
City of Aurora    Date

\_\_\_\_\_  
City of Brighton    Date

\_\_\_\_\_  
City of Commerce City    Date

\_\_\_\_\_  
City of Federal Heights    Date

\_\_\_\_\_  
City of Northglenn    Date

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City of Thornton Date

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City of Westminster Date