

RESOLUTION 2014-111
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE
CITY OF FORT COLLINS AND OTHER GOVERNMENTAL ENTITIES
REGARDING DISASTER-EMERGENCY MUTUAL AID AND
DISASTER-EMERGENCY FUNDING ASSISTANCE

WHEREAS, over the past year, the City of Fort Collins, the City of Loveland, and Larimer County, along with other governmental entities lying within or in close proximity to northern Colorado have been cooperating in producing a uniform intergovernmental agreement that would clearly establish the protocol for the provision of disaster-emergency mutual aid among the entities and would ensure, to the greatest extent possible, the receipt of state and federal funding and reimbursement for the provision of such mutual aid; and

WHEREAS, the adoption of a uniform intergovernmental agreement among the governmental entities would make the administration of disaster-emergency mutual aid more efficient and effective, and would replace the several intergovernmental agreements among the entities which are not consistent and which may not maximize the likelihood of state and federal funding and reimbursement; and

WHEREAS, both the state constitution and the provisions of the Colorado Disaster Emergency Act encourage governmental entities to cooperate in developing intergovernmental agreements in meeting their obligations to protect the health, safety, and welfare of their citizens.

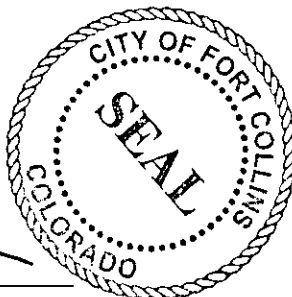
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS, that the Mayor is hereby authorized to enter into the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference, with such modifications or additional terms and conditions as the City Manager, in consultation with the City Attorney, determines to be necessary or appropriate to protect the interests of the City and effectuate the purposes of this Resolution.


Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 16th day of December, A.D. 2014.

ATTEST:



City Clerk




Mayor

INTERGOVERNMENTAL AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among the governmental entities who are signatories hereto, all being governmental entities lying within or in close proximity to northern Colorado, and each a Party (referred to herein as the "Party" or the "Parties"), agreeing as follows:

I. Purpose

Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or man-made, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs. This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to "Disasters", "State of Emergency", or "Local Emergency" as those terms are defined in Title 24, Article 33.5, Part 7, Colorado Revised Statutes.

II. Authority

The authority for this Agreement 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, *et seq.*, C.R.S., as amended.

III. Term

This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section VIII, below.

IV. Request for Assistance and Mutual Aid

- a. In the event any Party determines a need for aid from any other Party in light of an emergency or disaster, such Party may request aid from any other Party as follows:
 - i. A request for assistance may be for any type of assistance or aid that the Requesting Party ("Requesting Party") may deem necessary to respond to an emergency or disaster situation within its jurisdiction.
 - ii. A Requesting Party's request for aid will be made through its Emergency Operations Center (EOC) or emergency management staff to the EOC or emergency management staff of any other Party. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, 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.

V. Response to Request for Assistance and Mutual Aid

- a. Upon receipt of a request for assistance, any other Party (Responding Party) may, in its sole discretion, provide personnel, equipment, or other assistance to the Requesting Party.
- b. Any Responding Party reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time and will, if practicable, give the Requesting Party at least twenty-four (24) hours advance notice.

VI. Command & Control

- a. It is the intent and Agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- b. 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 and Requesting Parties' EOCs will track the status of the appropriate resources accordingly in WebEOC.

VII. Release of Resources

Personnel and equipment of a Responding Party shall be released by the Requesting Party's Incident Commander when the assistance is no longer required; or when the Responding Party requests the return of such resources. The release of all resources shall be communicated and documented through the appropriate EOC and resource management system.

VIII. Reimbursement and Compensation

- a. First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, during the first twelve (12) hours from the time of the initial dispatch tone or request to a Responding Party, the Requesting Party will not incur any personnel or equipment charges from any Responding Party (Non-Reimbursable Costs).
- b. After the First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, after the first twelve hours from the time the Responding Party first dispatches personnel or equipment to the Requesting Party, the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):
 - i. Personnel Costs. Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.
 - ii. Equipment. An amount for the use of the Responding Party's equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA), www.fema.gov/xls/government/grant/pa/egsch.xls. Rates for equipment not referenced on the FEMA Schedule of Equipment

Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.

- iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- c. Tracking Reimbursable Costs. Tracking of personnel time, work/rest, and equipment costs shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both parties.
- d. Reimbursement. The reimbursement of any Responding Party is not contingent on the Requesting Party's eligibility for or receipt of reimbursement from any federal or state agency. The Parties acknowledge that a Requesting Party will pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form, but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

Payment. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. The Requesting Party must pay the invoice in full on or before the forty-fifth (45th) day following the billing date. Any amounts unpaid on the forty-sixth (46th) day following the billing date will be delinquent, and from that date forward will accrue interest at 2% per annum plus the bank prime loan rate in effect on the first date of delinquency, as reported in the Federal Reserve Statistical Release H.15, www.federalreserve.gov/releases/H15/update/. Delinquent interest will be computed on an actual days/actual days basis. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources is pending and likely to occur.

- e. Financial Obligations. Pursuant to Colorado law, the Requesting Party's financial obligations under this Agreement, if any, are subject to and contingent upon its annual appropriation.

IX. Additional Responsibilities

- a. Agency Policy and Procedures. Each Party's personnel are responsible for following their agency's administrative policies and procedures. The parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation benefits for its own personnel.
- b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.
- c. Provisions for Responding Personnel. Within the written request for resources, the Agreement shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.
- d. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs, or any other unlawful basis.

X. Disaster Planning and Interagency Cooperation

- a. 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 Agreement, the Parties agree to do the following:
 - i. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. The Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
 - ii. Participate in the 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.
 - iii. Provide a liaison to the county EOC during incidents that affect two or more Parties 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.

XI. Termination

Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

XII. Non-Liability

This Agreement 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. Each Party retains all of the protections afforded by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as the same may be amended from time to time.

XIII. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties' authorized representatives.

XIV. Assignment /Transfer

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

XV. No Third Party Beneficiary

This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement 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 the same may be amended from time to time.

XVI. 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.

XVII. 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 Agreement and shall not be construed to affect in any manner the terms and provisions herein.

XVIII. Becoming a Party to this Agreement

Each Party agrees to allow any other governmental jurisdictions, as defined under Colorado law, to join in this Agreement after formal approval by the prospective Party's governing body and notification by the Larimer County Office of Emergency Management of such action to each of the other Parties to this Agreement. To the extent that local government entities outside of Larimer County choose to join in this Agreement, notification shall also be provided to office of emergency management in the county where the entity is located.

XIX. Execution

This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of signature pages shall be provided to each Party jurisdiction, and such copies shall have the full force and effect as if they were originals. A copy of the full Agreement will provided to the Colorado State Division of Homeland Security and Emergency Management.

As outlined in the foregoing Intergovernmental Agreement, the below designated jurisdiction executes this Agreement on the most recent date indicated below.

JURISDICTION:

By:

Title:

Date:

ATTEST AS TO SIGNATURES:

Title:

Date:
