

AGENDA ITEM SUMMARY

December 16, 2014

City Council

STAFF

Ginger Purvis, Senior Electrical Engineer
Mike Gavin, PFA Battalion Chief
Tom DeMint, PFA Fire Chief
Steven Catanach, Light & Power Operations Manager

SUBJECT

Items Relating to Intergovernmental Agreements for Mutual Aid for Emergency and Non-Urgent Events.

EXECUTIVE SUMMARY

- A. Resolution 2014-111 Approving an Intergovernmental Agreement Among the City of Fort Collins and Other Governmental Entities Regarding Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance.
- B. Resolution 2014-112 Approving an Intergovernmental Agreement with Platte River Power Authority and Other Local Governments Affiliated with Platte River Power Authority for Non-Emergency Responses for Utility Network Assistance.

The purpose of this item is to approve two separate mutual aid Intergovernmental Agreements (IGAs). Resolution 2014-111 approves a uniform IGA among government entities lying within or in close proximity to northern Colorado, establishing the protocol for disaster emergency mutual aid and disaster emergency funding assistance.

Resolution 2014-112 approves a utility network assistance IGA that provides cooperation and coordination with Platte River Power Authority and the four founding municipalities: the Cities of Fort Collins, Loveland, and Longmont; and the Town of Estes Park.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions.

BACKGROUND / DISCUSSION

- A. **Resolution 2014-111 Approving an Intergovernmental Agreement Among the City of Fort Collins and other Governmental Entities Regarding Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance.**

After several major disasters in northern Colorado, it was identified that intergovernmental agreements concerning emergency mutual aid among several governmental entities could be updated to obtain more uniformity and better address mutual aid and funding assistance from state and federal sources. The proposed IGA establishes a uniformity of response expectation among jurisdictions most likely to provide emergency response, while preserving each entity's ability to decide for itself when and how to provide emergency resources to another entity. It is consistent with state and federal reimbursement guidelines. The proposed IGA is the product of inter-entity cooperation among Fort Collins, Loveland, Larimer County, and other governmental jurisdictions in the northern Colorado area.

Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this IGA, 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 IGA 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.

B. Resolution 2014-112 Approving an Intergovernmental Agreement with Platte River Power Authority and Other Local Governments Affiliated with Platte River Power Authority for Non-Emergency Responses for Utility Network Assistance.

This proposed IGA provides cooperative assistance for the utility networks, and specifically power operations, of the Cities of Fort Collins, Loveland, and Longmont, and the Town of Estes Park (the “Municipalities”); as well as for the Platte River Power Authority (PRPA). This IGA permits and encourages the Municipalities and PRPA to contact one another to provide essential services during non-emergency events. Under the proposed IGA, a “Requesting Party” may determine that additional resources are necessary to maintain the safe and efficient utility network operations during non-emergency events, and request such additional resources from another signatory. A “Responding Party” has discretion whether and how to respond to such a request, as well as how to seek cost recovery.

Previous mutual aid agreements have been executed by the Municipalities, but PRPA has not been a party to those agreements. The proposed “Intergovernmental Agreement for Mutual Aid - Power Operations” will supersede and replace the non-emergency response portions of intergovernmental agreements for mutual aid executed by the Municipalities on January 24, 1983 and August 18, 1999.

The interrelated and regional nature of utility networks shared by PRPA and the Municipalities makes cooperation between those entities imperative to maintaining reliable utility networks. Separating into a stand-alone document non-emergency utility service mutual aid commitments from emergency mutual aid agreements provides an opportunity to refine the scope of non-emergency aid and to update the list of partnering entities.

Fort Collins utility ratepayers will benefit from maintaining current and robust utility mutual aid agreements with other connected local governmental entities. These relationships allow the City to benefit from shared equipment and training resources among the signatories and assures City utility customers a more reliable utility network.

Status of Municipalities Signatures:

Intergovernmental Agreement for Mutual Aid Regarding Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance:

1. The Poudre Fire Authority: Approved by board of directors on September 23, 2014.
2. The City of Loveland: Approved by City Council on October 7, 2014.
3. The Town of Estes Park: Signed by Mayor on November 25, 2014.
4. Larimer County: Approved by County Commissioners on December 9, 2014.

Intergovernmental Agreement for Mutual Aid for Non-Emergency Responses for Utility Network Assistance:

1. The City of Loveland: Approved by William Cahill, City Manager on November 4, 2014.
2. The City of Longmont: Pending Approval by the City of Longmont Mayor on December 16, 2014
3. The City of Estes Park: Approved by the Town Administrator on November 25, 2014
4. Platte River Power Authority: Pending Approval by Board of Director’s Meeting on December 11, 2014.

BOARD / COMMISSION RECOMMENDATION

Not applicable as to either IGA, as the activities are operational in nature, not policy or rate/budget matters.

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.

Mayor

ATTEST:

City Clerk

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:

RESOLUTION 2014-112
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH PLATTE RIVER POWER AUTHORITY AND OTHER LOCAL GOVERNMENTS
AFFILIATED WITH PLATTE RIVER POWER AUTHORITY FOR NON-EMERGENCY
RESPONSES FOR UTILITY NETWORK ASSISTANCE

WHEREAS, the Platte River Power Authority (“PRPA”) was formed by contract among the Cities of Fort Collins, Longmont, and Loveland; and the Town of Estes Park to provide electric generation and transmission services, pursuant to Colorado Revised Statutes (C.R.S.) Section 29-1-204; and

WHEREAS, PRPA provides wholesale power generation for the founding municipalities, who operate electric distribution systems providing retail utility services within their respective municipal service areas; and

WHEREAS, independent of PRPA’s formation, local communities, including several of the PRPA founding municipalities, entered into mutual aid agreements for emergency aid and non-emergency utility system support, including agreements executed in 1983 and 1999; and

WHEREAS, it is essential for neighboring communities to work together during non-urgent periods to share and provide resources to facilitate operation of connected utility systems, like electric distribution networks, that may affect life and property in the region; and

WHEREAS, in accordance with C.R.S. Section 29-1-203, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, under Section 1-22 of the City Code, intergovernmental agreements and other cooperative arrangements between the City and other governmental entities are to be submitted to the City Council for review, unless they fit within one of the exceptions that permit authorization by the City Manager; and

WHEREAS, in light of the comingling of terms for emergency and non-emergency aid in current mutual aid agreements, and the need to renew assent among regional utility partners for non-emergency cooperation, Utilities staff recommends the City Council authorize the Mayor to enter into a new intergovernmental agreement to provide non-emergency mutual aid; and

WHEREAS, such an agreement will enable the City to share and provide its resources to connected communities, which will in turn further the partnership between PRPA and its founding members, and benefit City utility rate payers through more reliable and efficient regional utility networks.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS, as follows:

Section 1. That it is in the best interests of the City's utility ratepayers and the City for the City to enter into a mutual aid agreement with Platte River Power Authority and its founding municipalities to provide aid in response to requests for non-emergency utility network assistance.

Section 2. That the Mayor is hereby authorized to enter into a mutual aid agreement between the City, Platte River Power Authority, the Cities of Longmont and Loveland, and the Town of Estes Park on terms and conditions consistent with this Resolution 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 are necessary or appropriate to protect the interests of the City or to effectuate the purpose 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.

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR MUTUAL AID – POWER OPERATIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between THE TOWN OF ESTES PARK, COLORADO, a municipal corporation, THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, THE CITY OF LONGMONT, COLORADO, a municipal corporation, and THE CITY OF LOVELAND, COLORADO, a municipal corporation (collectively, the “Municipalities”), and PLATTE RIVER POWER AUTHORITY, a political subdivision of the State of Colorado (“Platte River”) (each a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, C.R.S. § 29-1-201 permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Municipalities own and maintain power distribution facilities whereby they supply their respective customers with power and energy; and

WHEREAS, Platte River owns and maintains power generation and transmission facilities for the benefit of the Municipalities, which are member owners of Platte River; and

WHEREAS, the Municipalities and Platte River desire to cooperate and contract with one another to provide essential services during critical periods when a Party determines additional resources are necessary to maintain the safe and efficient operation of power and energy facilities and services, not to include disaster or emergency events; and

WHEREAS, neither the Municipalities nor Platte River desire for this Agreement to interfere with or supersede the provision of mutual aid under any separate intergovernmental agreement, as may be executed by or between any of the Parties and other regional entities.

NOW, THEREFORE, in consideration of the mutual promises and commitments made herein, the Parties agree as follows:

1. Definitions.

- A. “Requesting Party” shall mean the Party requesting aid under this Agreement.
- B. “Aiding Party” shall mean the Party responding to a request for aid under this Agreement.
- C. “Authorized Representative” shall mean the person responsible for managing a Party’s response and activities under this Agreement.

2. Provision of Mutual Aid. Subject to the limitations and conditions set forth in this Agreement, the Parties agree to work cooperatively and collaboratively to provide mutual aid, assistance, and support, in the form of personnel, equipment, vehicles, materials, and supplies, in order to prevent, minimize, or mitigate the impacts of any event that threatens public health, safety, or welfare.
3. Request for Aid. The Requesting Party shall make its request in writing to the Aiding Party with reasonable specificity. The Requesting Party agrees to compensate the Aiding Party as specified in this Agreement, or as may later be negotiated and agreed to by the Parties.
4. Discretionary Rendering of Aid. Rendering of aid is entirely at the discretion of the Aiding Party and shall not be contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds. The Aiding Party shall determine, in its sole discretion, the level and amount of resources, including equipment and personnel, to be devoted in response to any request for aid. Neither the Aiding Party nor the Requesting Party shall in any way be liable to the other or to any person, firm, or corporation for the determination to supply or not to supply, or to limit the amount of aid supplied, upon such request following such determination.
5. Authorized Representatives. In connection with each request for aid, the Parties shall designate an Authorized Representative to manage the Party's response and cooperative activities hereunder.
6. Response to Request for Aid. The Aiding Party shall report to the Requesting Party's Authorized Representative for assignment of duties. The Requesting Party's Authorized Representative shall direct and coordinate all activities; provided, however, that the Aiding Party's Authorized Representative shall remain in direct charge of all personnel and resources assigned to him or her to assist in providing aid, and shall be responsible for ensuring that appropriate staffing, training, and supervision have been provided to those rendering assistance on behalf of the Aiding Party. The Aiding Party may refuse to perform requested acts it deems inappropriate or that it is unable to perform under the circumstances.
7. No Employment Relationship. Notwithstanding the provision of aid as set forth in this Agreement, the personnel of the Aiding Party shall not be considered the employees or agents of the Requesting Party.
8. Recall of Aid. The Aiding Party reserves the right to recall its personnel, equipment, materials, supplies, and other resources at any time. The Aiding Party will endeavor to give the Requesting Party at least twenty-four (24) hours advance notice of its intent to withdraw. If such notice is not practicable, the Aiding Party will give the Requesting Party the earliest notice it deems possible.

9. Additional Responsibilities.

- A. Compliance with all Applicable Laws. The Parties shall each comply with all laws and regulations applicable to its actions hereunder. Each Party must, upon request by any other Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state, and federal laws, except as otherwise prohibited by law or court order.
- B. Safety Policies. The Requesting Party shall provide safety policies and procedures to the Aiding Party, and the Aiding Party must abide by them in the course of providing aid and assistance hereunder to the extent practicable.
- C. Materials Management. The Requesting Party shall be responsible for the cleanup, removal, and disposition of any substances generated, managed, or requiring disposal in the course of an event during which aid was provided to the Requesting Party.
- D. Food and Shelter. The Requesting Party shall supply reasonable food and shelter for the Aiding Party's personnel during the period of assistance. If the Requesting Party cannot provide such food and shelter, the Aiding Party is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Parties' Authorized Representatives shall determine whether the Requesting Party is responsible for reimbursing the Aiding Party for all costs associated with providing food and shelter, if the Requesting Party does not provide such resources. If the Parties cannot agree on the level of reimbursement, they may agree to submit the matter to mediation at a mutually-agreed upon location; provided, however, that nothing in this section shall restrict the right of either Party to apply to a court of competent jurisdiction for a judicial resolution. The Parties shall jointly select the mediator. If a mediator cannot be agreed upon, each Party shall select a mediator and the two mediators so chosen shall select a third mediator. Each Party shall pay its own expenses associated with the mediation, and each Party shall pay one-half of the mediator's fees and costs.
- E. Nondiscrimination. No person with responsibility for providing services under this Agreement shall 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.
- F. Public Information. All public information regarding any mutual aid incident shall be channeled through, or coordinated with, the Requesting Party's Authorized Representative.

10. Invoice to the Requesting Party. Within ninety (90) days of the recall of aid by the Aiding Party, the Aiding Party shall submit to the Requesting Party an invoice for all charges related to the aid provided pursuant to this Agreement.

11. Charges to the Requesting Party. Charges to the Requesting Party from the Aiding Party shall be as follows:

- A. Labor force. Charges for labor force shall be in accordance with the Aiding Party's standard pay practices.
 - B. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Party, shall be at the reasonable and customary rates for such equipment in the Aiding Party's location.
 - C. Transportation. The Aiding Party shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - D. Miscellaneous Expenses. Charges for other expenses related to the provision of aid pursuant to this Agreement, not otherwise addressed above, shall be the reasonable and actual costs incurred by the Aiding Party.
12. Insurance. The Aiding Party shall maintain workers compensation coverage for its employees, automobile liability coverage for its vehicles and equipment, and adequate general liability, public official's liability, and law enforcement liability insurance, or self-insurance coverage as applicable. The Requesting Party agrees to maintain adequate liability insurance under State law.
13. No Liability. Each Party assumes responsibility for the actions and omissions of its employees and agents in the performance or non-performance of its obligations under this Agreement, and, to the extent permitted by law, agrees to hold harmless the other Parties for the actions or omissions of its employees and agents. Nothing herein is intended as a waiver by the Parties of the privileges and protections of the Colorado Governmental Immunity Act, C.R.S § 24-10-101 *et seq.*
14. Modification. This Agreement may be updated, modified, revised, or renegotiated at any time by written agreement signed by the Parties.
15. Notice. Whenever a notice is either required or permitted to be given under this Agreement, it shall be given in writing and delivered personally, by U.S. Postal Service, certified mail, return receipt requested, or by email to the other Party at the address indicated below or at such other address as may be designated by the Party:

If to the Town of Estes Park:

Office of the Town Administrator
Town of Estes Park
170 MacGregor Ave
P.O. Box 1200
Estes Park, CO 80517

If to the City of Fort Collins:	Office of the City Manager City of Fort Collins 300 LaPorte Avenue P.O. Box 580 Fort Collins, CO 80522
If to the City of Longmont:	Longmont Power & Communications Attn: General Manager, Tom Roiniotis 1100 S. Sherman St. Longmont, CO 80501
If to the City of Loveland:	Loveland Water & Power Attn: Stephen C. Adams, Director 200 N. Wilson Avenue Loveland, CO 80537 Steve.Adams@cityofloveland.org
If to Platte River Power Authority:	General Manager/CEO 2000 East Horsetooth Rd. Fort Collins, CO 80525

16. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Colorado, without giving effect to its conflicts of law provisions.
17. No Third Party Beneficiary. The terms and conditions of this Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not a party to this Agreement. Any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
18. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties will renegotiate any terms affected by the severance.
19. Appropriation Required. All obligations of each Party hereunder are expressly contingent upon the annual appropriation of funds sufficient and intended to carry out the same by the governing body of such Party, in its sole discretion. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to another.
20. Counterparts. The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

21. Execution. Each Party hereto has read, agreed to, and executed this Agreement on the date first written above.
22. Prior and Other Mutual Aid Agreements. This Agreement expressly supersedes and replaces the intergovernmental agreements for mutual aid executed by the Municipalities on January 24, 1983 and August 18, 1999.

[Signatures appear on the following pages]

THE TOWN OF ESTES PARK, COLORADO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

(Remaining signatures on the following pages.)

THE CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

(Remaining signatures on the following pages.)

THE CITY OF LONGMONT, COLORADO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Proofread:

Approved as to Form and Substance:

Originating Department

(Remaining signatures on the following pages.)

THE CITY OF LOVELAND, COLORADO,
A Municipal Corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

(Remaining signatures on the following page.)

PLATTE RIVER POWER AUTHORITY,
A Political Subdivision of the State of Colorado

By: _____
General Manager/CEO

APPROVED AS TO FORM:

General Counsel