

# JEFFERSON COUNTY EMERGENCY MUTUAL AID INTERGOVERNMENTAL AGREEMENT

This Agreement is made by and among the governmental entities who are signatories hereto (each, a “Party”), all being governmental entities lying partially or entirely within Jefferson County, Colorado.

## I. Purpose and Intent

- a. 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, and the recovery therefrom (referred to herein as an “Emergency”).
- b. The Parties intend to authorize and provide the terms for their mutual assistance in an Emergency which requires resources in addition to those that can be provided by the Party in whose jurisdiction the Emergency occurs. Mutual assistance will be provided at the sole discretion of a responding party; this Agreement does not create an obligation to provide mutual assistance.
- c. The Parties intend that mutual aid response under this Agreement by any jurisdiction beyond the political boundary of the responding jurisdiction is deemed to be approved by the respective governing bodies of the jurisdictions, and such response shall require no further approval by responsible officials of any jurisdiction.
- d. The Parties agree that any agreement between any of the parties to this Agreement that is more specific with respect to the types of Emergencies and/or the types of mutual aid to be provided shall control over this Agreement.

## II. Authority

The authority for this Agreement is Section 18 of Article XIV 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.

## 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, 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 recovery situation within its jurisdiction.
  - ii. 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, date and time needed, duration needed, and the location to which the equipment and/or personnel are to be dispatched.

iii. A designated person of contact for the Requesting Party (“Delivery POC”), with all relevant contact information.

b. Requests should be documented in writing, such as by use of form 213 RR, if applicable.

**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 practical, give the Requesting Party at least 12 hours advance notice.

**VI. Command and 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 should attempt to conform to the current standards of practice of the National Incident Management System (“NIMS”). The most recent NIMS mutual aid guidelines are available at <https://www.fema.gov/emergency-managers/nims/components#mutual-aid>.

b. Parties responding with available resources and personnel will confer with the Delivery POC and report to the staging area designated by the Requesting Party. The Responding and Requesting Parties’ points of contact will track the status of the appropriate resources.

c. Personnel and equipment of a Responding Party shall be released by the Delivery POC 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 point of contact and resource management system, including appropriate ICS documentation, if applicable.

**VII. Employment Status of Provider Personnel**

Nothing contained in the Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, agent, or employees of the respective jurisdiction for purposes of workers’ compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers’ compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103 through 108; otherwise, the claim shall be processed as if it were generated by any other work assignment within the Responding Party’s jurisdiction. The Responding Party shall remain responsible for processing any workers’ compensation claims filed by its personnel.

**VIII. No Separate Entity**

This Agreement provides for the joint exercise by the Parties mutual assistance provided herein, but does not establish a separate legal entity to do so, nor does it establish any Party as an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind resources by the Parties.

**IX. Reimbursement and Compensation**

- a. Each Party agrees that it will reasonably pursue any legal reimbursement possible, pursuant to state or federal law, for incidents including, but not limited to, hazardous materials incidents, occurring within its jurisdiction, on behalf of all assisting Parties. Upon payment by the responsible entity, and after subtracting the reasonable costs of pursuing and collecting the reimbursement the receiving jurisdiction will distribute the received funds in a fair and equitable manner to assisting Parties, based upon a pro rata share of their documented expenses for the involved incident.
- b. The Requesting Party may indicate what resource management and fiscal processes shall be applicable to a request under this Agreement. Generally, the Parties will strive to follow resource management and fiscal processes that support FEMA and State of Colorado resource management principles. However, the Parties retain the right to otherwise negotiate their costs and document them in a cost share agreement or other applicable legal agreement. An example cost share agreement template is included at the end of this agreement.
- c. Each Jurisdiction shall maintain its own insurance coverage, for both liability and damage, for the responding personnel and/or equipment.

**X. Additional Responsibilities**

- a. Planning Activities. Each Party shall, to the extent practical, participate in County-wide disaster and emergency planning and preparation activities.
- b. 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.
- c. 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.
- d. Confidentiality. The parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other party or otherwise have access to, except as may be required by law.
- e. 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.

**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. The Parties agree that in the event any claim or suit is brought against any other Party by any third party as a result of the operation of this Agreement, the Parties will cooperate with each other, and with the insuring entities of the Parties, in defending such claim or suit. 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. 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.

**XV. 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.

**XVI. Becoming a Party to this Agreement**

Each Party agrees to allow any other governmental jurisdictions, as defined under Colorado law, contained partially or completely within Jefferson County to join in this Agreement after formal approval by the prospective Party's governing body and notification of such action to each of the other Parties to this Agreement.

**XVII. Execution**

This Agreement shall be executed by each Party on a separate signature page. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

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

JURISDICTION:

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By:

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Title:

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Date:

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Point of Contact (include email and phone):

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Approval as to form:

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