

## **INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY MANAGEMENT**

### **WITNESSETH THAT:**

**WHEREAS**, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203 C.R.S. (1986) and other sections of the C.R.S.; and

**WHEREAS**, establishment of an intergovernmental agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the jurisdictions; and

**WHEREAS**, the jurisdictions hereto are each authorized to provide, establish, and maintain disaster emergency services as defined by each jurisdiction; and

**WHEREAS**, disaster emergencies may arise in one or more of the jurisdictions, resulting in greater demands than the personnel and equipment of that jurisdiction can handle, and

**WHEREAS**, it is in the best interest of each of the jurisdictions that it may have service of and from the other jurisdictions to assist it in reacting to disaster emergencies; and

**WHEREAS**, other jurisdictions who provide similar resources may in the future desire to be included in this agreement; and

**WHEREAS**, it is in the best interests of each of the jurisdictions to have access to emergency resources to supplement their own during an emergency; and

**WHEREAS**, to receive the resources cited above, it is cost effective for each of the jurisdictions to make available during disaster emergencies, its own resources to other affected jurisdictions.

**NOW THEREFORE, IT IS MUTUALLY AGREED** by and between each of the signatory jurisdictions as follows:

1. a. This intergovernmental Agreement is promulgated under the provision of Article 1, the relevant portions of Articles 5 and 22, Title 29, and 24-32-2105 C.R.S. The statute shall control in case of conflict between this agreement and the statute. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various jurisdictions, and the ordinances and regulations enacted pursuant thereto.

b. It is understood and agreed by the jurisdictions hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the jurisdictions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

c. All terms and words herein shall have the same definition as provided in Titles 24 and 29 of C.R.S. except as herein otherwise indicated. "Disaster Emergency" shall have the same definition as provided for "Disaster" at 24-32-2103 (1) C.R.S. Where terms and words herein are not so defined they shall have the commonly accepted definition.

2. This Agreement provides for the joint exercise by the jurisdictions of the function or service provided herein, but does not establish a separate legal entity to do so, nor does it constitute any jurisdiction as an agent of any other jurisdiction for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind resources by the jurisdictions.

3. For and in consideration of the promises of each participating jurisdiction, each agrees with the others that in the event there are disaster emergencies in the territory served by one jurisdiction which are beyond the capabilities of that jurisdiction, subject to the limitations herein set forth, will assist the other, by causing and permitting its resources to be used in responding to each disaster emergencies in the other jurisdiction. The need for such assistance shall be determined by the jurisdiction requesting assistance, subject however, to the following limitations:

a. Any of the signatory jurisdictions shall be excused from making their resources available or continuing to make their resources available, to any of the other jurisdictions, in the event of the need of the resources of such jurisdiction within the territorial area of such jurisdiction or any other jurisdiction, or their prior use at any other place. Such decision of availability shall be made by the jurisdiction requested to give mutual aid, and such decision shall be conclusive and in the providing jurisdiction's sole discretion.

b. Mutual aid response by any jurisdiction beyond the political boundary of the responding jurisdiction is hereby deemed to be approved by the respective Executive and Legislative governing bodies of the jurisdictions, and such response shall require no further approval by responsible officials of any jurisdiction, except as provided by the limitations in Article 3 a (above).

4. Each jurisdiction shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other jurisdiction, except for third party reimbursement under Article 7, and except as may be negotiated and agreed to separately, in writing, by both the requesting and receiving jurisdictions.

5. Each jurisdiction waives all claims and causes of action against all of the other jurisdictions for compensation, damage, personal injury or death occurring as a consequence, direct or indirect, of the performance of this agreement, to the extent permitted by, and without waiving any protections or other provisions of, the Colorado Governmental Immunity Act.

6. Each jurisdiction agrees to allow any other governmental jurisdiction defined under Colorado law to join in this Mutual Aid Agreement after formal approval by its governing body and notification by the depository cited in Article 13 of such action to each of the other signatory jurisdictions to this Agreement. Each party who initially executes this agreement delegates to the office of the person executing this agreement, or such other parties as they may further designate in writing, the authority to execute such amendments as may be necessary in the future to accommodate the joinder of new jurisdictions to this Agreement, without change of any other terms or conditions of the Agreement.

7. Each jurisdiction 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 jurisdictions. 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 jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

8. Nothing contained in this agreement, and no performance under this Agreement by personnel of the jurisdictions hereto, shall in any respect alter or modify the status of officers, agents, or employees of the respective jurisdictions for purposes of worker's 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. Worker's 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 providing jurisdiction. The providing jurisdiction shall remain responsible for processing any worker's compensation claims filed by their own resources.

9. This Agreement shall be binding upon the successors and assigns of each of the jurisdictions hereto, except that no jurisdiction may assign any of its rights or obligations hereunder, without the prior written consent of two-thirds (2/3) of the other signatory jurisdictions.

10. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named jurisdictions hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the named jurisdictions that any person other than the named jurisdictions receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. Amendments to this Agreement may be made only upon unanimous consent by all then current signatory jurisdictions. Such consent shall become effective upon its receipt in writing at the depository cited below in Article 13.

12. Any jurisdiction hereto may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the signature depository provided below.

13. This Agreement shall be executed by each jurisdiction on a separate signature page. Original signature pages will be held by the Colorado Division of Emergency Management (DEM) or its successor agency, at its offices at 9195 East Mineral Avenue, Suite 200, Centennial, Colorado 80112 or at such other place as DEM shall determine. Copies of signature pages shall be provided and certified by DEM to each party jurisdiction, and such copies shall have the full force and effect as if they were originals. DEM shall provide timely notice to all party jurisdictions of any additions to and withdrawals of party jurisdictions, as well as timely notice of the effective date of any amendment to this Agreement.

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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**Approved as to:**

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By:

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Date:

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**Approved as to:**

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By:

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Date:

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**OTHER:**

**ATTEST AS TO  
SIGNATURES:**

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Title:

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Date:

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