

RESOLUTION NO. R-011- 114

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER- EMERGENCY
RESOURCES ASSISTANCE IN AND AMONG THE TOWN OF CASTLE ROCK, THE
TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES,
THE TOWN OF LARKSPUR, THE DOUGLAS COUNTY SCHOOL DISTRICT, THE
HIGHLANDS RANCH METROPOLITAN DISTRICT, THE DOUGLAS COUNTY
PUBLIC LIBRARY DISTRICT AND DOUGLAS COUNTY, COLORADO BY THE
BOARD OF COUNTY COMMISSIONERS AND THE SHERIFF**

WHEREAS, the Board of County Commissioners of the County of Douglas ("Douglas County"), and Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, and the Douglas County Public Library District, desire to enter into an intergovernmental agreement to facilitate the support of emergency management cooperation and the provision for Disaster-Emergency Mutual Aid and Assistance including County funding during declared emergencies or disasters,

WHEREAS, Douglas County is willing to enter into such an agreement with the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the intergovernmental agreement between the Board of County Commissioners of the County of Douglas and Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, and the Douglas County Public Library District, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 23rd day of August, 2011, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY: [Signature]
~~JILL E. REPELLA, Chair~~ Jack Thebert

ATTEST:
[Signature]
MELISSA A. PELLETIER, Deputy Clerk



**INTERGOVERNMENTAL AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID**

AND

DISASTER- EMERGENCY RESOURCES ASSISTANCE

IN AND AMONG

the TOWN OF CASTLE ROCK, the TOWN OF PARKER, the CITY OF LONE TREE, the CITY of CASTLE PINES, the TOWN OF LARKSPUR, the DOUGLAS COUNTY SCHOOL DISTRICT, the HIGHLANDS RANCH METROPOLITAN DISTRICT, the DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT and DOUGLAS COUNTY, COLORADO by the Board of County Commissioners and the Douglas County Sheriff

This Intergovernmental Agreement (herein "IGA"), dated for reference this 15st day of August, 2011, is made by and among the Town of Castle Rock, the Town of Parker, the Town of Larkspur, the City of Lone Tree, each a Colorado home rule city and town and municipal corporation, the City of Castle Pines, a municipal corporation (herein "Cities"), the Highlands Ranch Metropolitan District, a special district and quasi municipal corporation, the Douglas County School District, the Douglas Public Library District (herein "Districts") and Douglas County, Colorado (herein "County"), all being local governments lying wholly within or serving the whole of Douglas County, Colorado each a Party and inclusively denoted as the Parties. The municipal government Parties are the Towns of Parker, Larkspur and Castle Rock and the Cities of Lone Tree and Castle Pines.

The Parties hereby agree as follows:

Paragraph 1: PURPOSE: The purpose of this IGA is to set the terms for emergency management cooperation and the provision for Disaster-Emergency Mutual Aid and Assistance, including County Disaster-Emergency Assistance funding, during declared emergencies or disasters.

Paragraph 2: 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 the provisions of the Colorado Disaster Emergency Act of 1992, Section 24-32-2107 C.R.S.

Paragraph 3: TERM: As to each Party, the term of this IGA shall run from the date of execution through September 30, 2016. This IGA shall be renewed by the Parties with each update of the Douglas County Emergency Operations Plan or shall be automatically renewed in continuing five year increments unless terminated by a Party pursuant to the provisions of Paragraph 7 or Paragraph 11.

Paragraph 4: DISASTER ASSISTANCE AND MUTUAL AID:

- A. In the event of a Declared Emergency or Declared Disaster, as provided in a city or town charter, the organic law of a municipal corporation or the County, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this IGA may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction. A request for assistance may be for any type of assistance or aid whatsoever reflecting the nature or the assigning Parties missions and capabilities, which the requesting Party may deem necessary to respond to the requesting Party's emergency or disaster situation. Upon receipt of a request for assistance from the requesting Party, the Party receiving the request (the assigning Party) may dispatch any personnel, equipment, or other assistance which the assigning Party deems in the assigning Party's sole determination and discretion, available for mutual aid assistance. Dispatch of equipment or personnel is voluntary and is not required. In the event assistance is provided, any provision of equipment and personnel pursuant to this mutual aid paragraph is subject to the conditions of sub paragraphs B through F below. The Parties agree to conform to the standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- B. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, contact information, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the assigning organization. The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.
- C. The assigning organization's unit leader shall report to a designated staging area unless otherwise assigned by the Incident Commander.
- D. The assigning organization personnel and equipment shall be released by the Incident Commander when the assistance of the assigning organization is no longer required or when the assigning organization's equipment or personnel are needed by the assigning organization.
- E. The assigning organization's personnel and equipment shall be and remain under the command and control of the assigning organization's company, battalion, or commanding officer in accord with NIMS procedures. In addition, the assigning organization's personnel are responsible to continue to follow their own agency's policies and procedures. If the assigning agency's policies and procedures conflict with orders from the Incident Commander, the assigning agency must notify the Incident Commander and may not violate its policies. It will be the responsibility of the Incident Commander to resolve these discrepancies without asking the assigning agency to violate its policies.
- F. Any Party may seek reimbursement or other cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act of 1992, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies for assistance provided under this Mutual Aid section.

Paragraph 5. EMERGENCY PLANS AND INTERAGENCY COOPERATION:

In order to enhance public safety, the protection of life, property and the environment, the Parties are strongly encouraged to:

- A. Prepare and keep current various emergency planning documents including various jurisdictional disaster response plan(s), continuity of operations plan(s), and disaster recovery plan(s). The Parties herewith agree to cooperate in the development of the Douglas County Emergency Operations Plan (DC-EOP) as demonstrated by participation in plan development and review. Each Party agrees to participate as a signatory to the DC-EOP as evidenced by the signature of an authorized executive officer of that Party.
- B. Participate in an ongoing process of disaster risk and hazard assessment including the identification and prioritization of risks and development of risk management plans within their jurisdiction.
- C. Participate as a member of the Douglas County Local Emergency Planning Committee, pursuant to the federal SARA Title III - Community Right to Know Act.
- D. Support and participate in the Douglas County Emergency Management Coordinating Group (EMCG) comprised of the Douglas County Sheriff, the Chief of Police of another law enforcement agency located wholly within Douglas County, a representative of the Douglas County Fire Chiefs Association, the Chief or a Board Member of another Douglas County Fire service agency, a Douglas County Commissioner, an elected official of a **Party**, and a citizen of Douglas County knowledgeable in emergency management services. The Director of Emergency Management of Douglas County shall serve as an *ex-officio* member as well as the **coordinator/facilitator** of the EMCG. Representatives to the EMCG shall be jointly appointed by the Board of Douglas County Commissioners and the Douglas County Sheriff.

The purpose of the EMCG is to ensure that the Parties coordinate preparedness, response, recovery, and mitigation activities. These activities include planning, training, and exercise opportunities. The EMCG shall also serve as the Douglas County IMT Selection Committee in consideration of recommendations of the Incident Commander(s) and the Douglas County Emergency Manager for candidates applying to be members of the IMT. The EMCG shall **annually** provide policy **and/or** operational recommendations regarding the effectiveness of the joint programmatic emergency management efforts of the Parties. The EMCG shall meet twice a year or more frequently as determined by the EMCG.

- E. Support disaster planning, training and education within their jurisdiction and among the Parties to further develop mutual aid and the coordination of disaster-emergency response.
- F. Reasonably participate and provide staff support for the Douglas County Incident Management Team (DC-IMT) and Douglas County Emergency Operations Center (DC-EOC) staffing to the extent allowed by the local disaster-emergency plans, staffing and budgetary conditions of the Party. Both the DC-IMT and the DC-EOC are countywide assets that may be utilized to assist a Party experiencing a disaster-emergency.

- G. Work within a Multiagency Coordination System (MACS) including a Policy Group and Joint Information System when conditions so warrant coordinating the activities of and information needs of the various political jurisdictions within Douglas County.
- H. Provide reasonable resources for a response to and short-term recovery from a disaster-emergency within their jurisdiction or service area for the re-establishment of public infrastructure and services as determined by the governing board of a Party.
- I. Coordinate with state and federal agencies to obtain services, equipment, supplies, materials and funds for responding to and recovering **from** disaster-emergencies which are beyond the response capabilities of a Party or the Parties.

Paragraph 6. COUNTY RESOURCES AND DISASTER-EMERGENCY RESOURCE ASSISTANCE

The County herewith recognizes its roles and responsibilities pursuant to the Colorado Disaster Act of 1992, as amended and therefore agrees to provide the following assets and assistance subject to the limitations of this IGA. Disaster-emergency resources of the County to be made available shall include:

- A. The Douglas County Emergency Operations Center which shall be made operational upon request by any Party experiencing a disaster-emergency.
- B. The County shall deploy the Douglas County Incident Management Team upon request of a Party during a disaster-emergency when the incident demands exceed the capabilities of a Party as so determined by the Party.
- C. The County shall make available the Douglas County Policy Center when requested by two or more Parties in support of the Multiagency Coordination System.
- D. Training and exercise planning and assistance for the Parties pursuant to the recommendations of the EMCG.
- E. Emergency-disaster funding from the Douglas County **Emergency/Disaster** Fund, following the submittal of an appropriate Incident Complexity Analysis (example attached) by the designated Emergency Manager of the Party and approval by the Board of Douglas County Commissioners, up to the full amount appropriated in the current fiscal year when the following conditions are met:
 - a. The municipal government Party requesting financial assistance has declared a local disaster-emergency and the resource requirements of the response or short-term recovery exceed the capabilities of that Party;
 - b. A disaster-emergency has been declared by Douglas County;
 - c. The Party has incurred **uninsured** costs and expenses in excess of two one-hundredths of a percent (0.02%) of the current assessed valuation of the Party per incident.

- d. The Party requesting financial assistance for the response to a disaster-emergency shall provide substantiating documentation for reimbursement of uninsured expenditures.

The County may, at the discretion of the Board of County Commissioners, make funding from the Douglas County **Emergency/Disaster** Fund available to a **Party** that is not a municipal government upon request of that Party and the submittal of appropriate documentation. The County may also make **funding** in excess of the County **Emergency/Disaster** Fund balance available to a Party at the discretion of the Board of Douglas County Commissioners.

Paragraph 7. TERMINATION: A Party to this **IGA** may terminate its participation in the IGA for convenience upon ninety (**90**) days prior written notice without compensation to the **other** Parties. Any notice of the termination shall state the effective date of termination.

Paragraph 8. NON-LIABILITY: This IGA shall not be construed to create a duty as a matter of law or contract for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently, nor shall this IGA be construed as creating a benefit or enforceable right for any person. Except as otherwise specifically provided herein, this IGA shall not be construed to create a duty as a matter of law or contract for any of the Parties to assume **any** liability for injury, property damage, or any other 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 IGA.

Paragraph 9. AMENDMENTS: The Parties agree that this **IGA** may only be amended or altered by written agreement signed by the Parties' governing bodies.

Paragraph 10. TRANSFER: No Party shall assign or otherwise transfer this IGA or any right or obligation hereunder without prior written consent of the other Parties.

Paragraph 11. NOTICE OF TERMINATION: **Any** Notice of Termination correspondence to each Party shall be addressed to the following persons:

Mayor
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

Manager
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

Mayor
City of Lone Tree
9220 Kimmer Dr.
Suite 100
Lone Tree, CO 80124

Manager
City of Lone Tree
9220 Kimmer Dr.
Suite 100
Lone Tree, CO 80124

Mayor
City of Castle Pines
7501 Village Square Dr.
Suite 100
Castle Pines, CO 80108

Manager
City of Castle Pines
7501 Village Square Dr.
Suite 100
Castle Pines, CO 80108

Mayor
Town of Parker

Administrator
Town of Parker

20120 E. Mainstreet
Parker, CO 80138

20120 E. Mainstreet
Parker, CO 80138

Chair
Board of County Commissioners
Douglas County
100 Third Street
Castle Rock, CO 80104

Manager
Douglas County
100 Third Street
Castle Rock, CO 80104

Sheriff
Douglas County
4000 Justice Way
Castle Rock, CO 80109

President
Board of Trustees
Douglas County Libraries
100 S. Wilcox St.
Castle Rock, CO 80104

Executive Director
Douglas County Libraries
100 S. Wilcox St.
Castle Rock, CO 80104

President
Board of Education
Douglas County School District
620 Wilcox St.
Castle Rock, CO 80104

Superintendent
Douglas County School District
620 Wilcox St.
Castle Rock, CO 80104

Chair
Board of Directors
Highlands Ranch
Metropolitan District
62 W. Plaza Dr.
Highlands Ranch, CO 80129

General Manager
Highlands Ranch Metropolitan District
62 W. Plaza Drive
Highlands Ranch, CO 80129

Mayor
Town of Larkspur
9524 S. Spruce Mountain Rd.
P. O. Box 310
Larkspur, CO 80118

Manager
Town of Larkspur
9524 S. Spruce Mountain Rd.
P. O. Box 310
Larkspur, CO 80118

The addresses and persons above may be changed from time to time by written notice to the Parties, and any written notice of change shall be attached to this IGA.

Paragraph 12. COMPENSATION / EMPLOYMENT: Except as otherwise stated in this IGA, no Party to this IGA shall be required to pay any compensation to any other Party or any other Party's personnel for any services rendered hereunder. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act. However, nothing in this paragraph shall be construed to prevent the distribution of any benefit or funds recovered by either Party on

behalf of the other pursuant to reimbursement or other cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act of 1992, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.

Paragraph 13. EXPENDITURES AND FEES OF EACH PARTY DEEMED

EXPENDITURES OF THAT PARTY: The Parties to this IGA agree that the purpose of this IGA is to jointly accomplish, pursuant to C.R.S. Section 29-1-203, activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X, Section 20 that any fees contributed or paid, or otherwise provided by any Party to this IGA to another Party to this IGA are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party. However, upon the conclusion of a disaster or emergency situation, the governing bodies of the Parties, by separate written IGA, may elect to agree to reimburse or otherwise compensate each other for various costs or expenses incurred, or to assume various liabilities, resulting from the performance of activities under this IGA.

Paragraph 14. APPROPRIATION AND AVAILABILITY OF FUNDS: In accord with the Colorado Constitution, Article X., Section 20, performance of a Party's obligations under this IGA is expressly subject to appropriation of funds by the governing body of the Party. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the Party's obligations under this IGA, or appropriated funds may not be expended due to Constitutional, Charter or statutory spending limitations, then the Party may terminate this IGA without compensation to the other Parties.

Paragraph 15. LOCAL CONCERN: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only and for the benefit of each Party's inhabitants, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

Paragraph 16. ENTIRE AGREEMENT: This IGA, together with all example exhibits attached hereto, constitutes the entire agreement among the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing, and executed by duly authorized representative of the Parties hereto.

Paragraph 17. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA receiving services or benefits under this IGA, shall be deemed to be incidental beneficiaries only.

Paragraph 18. HEADINGS: The headings of the several articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 19. PARTNERS: The Parties to this IGA are not partners or joint venturers as a result of this IGA.

Paragraph 20. 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 other arising in whole or in part from this IGA.

Paragraph 21. EXECUTION: This IGA shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Douglas County Clerk and Recorder.

INCIDENT COMPLEXITY ANALYSIS (All Hazards)		
		Date:
Type of Incident:		Time:
Name of Incident		
This Complexity Analysis is based on the relevance to Life and Public Safety, Incident Stabilization, and Property Conservation to be considered in requesting the next level of incident management support		
COMPLEXITY FACTORS TO BE CONSIDERED	YES	NO
Incident Behavior and Impacts to Life, Property and Public Health and Safety		
Current or predicted incident behavior dictates indirect control strategy		
Current or predicted incident impacts loss of life or property and public health and safety		
Community and Responder Safety		
Performance of public safety resources affected by cumulative fatigue		
Overhead overextended mentally and/or physically		
Communication ineffective with tactical resources or dispatch		
Resources unfamiliar with local conditions and tactics		
Incident action plans, briefings, etc., missing or poorly prepared		
Variety of specialized operations, support personnel or equipment		
Potential Hazardous Materials		
Potential of Hazardous Materials		
Weather Conditions		
Weather forecast indicating no significant relief or worsening conditions		
Values To Be Protected, Area Involved, Jurisdictional Boundaries		
Urban interface, structures, developments, recreational facilities, etc.		
Potential for evacuation		
Incident threatening more than one jurisdiction and potential for unified command with different or conflicting management objectives		
Unique natural resources, special-designation areas, critical municipal watershed, protected species habitat, cultural value sites		
Availability of Resources		
Operations are at the limit of span of control		
Limited local resources available for initial attack/response		
Heavy commitment of local resources to logistical support		
Existing forces worked 12 hours without success		
Unable to properly staff air operations		
Prepared By:		
(name and title)		

INCIDENT COMPLEXITY ANALYSIS (Wildland Fire)		
	Date:	
Type of Incident:	Time:	
Name of Incident		
This Complexity Analysis is based on the relevance to Life and Public Safety, Incident Stabilization, and Property Conservation to be considered in requesting the next level of incident management support		
COMPLEXITY FACTORS TO BE CONSIDERED	YES	NO
Fire Behavior		
Fuels extremely dry and susceptible to long-range spotting or you are currently experiencing extreme fire behavior		
Weather forecast indicating no significant relief or worsening conditions		
Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within planned perimeter		
Firefighter Safety		
Performance of firefighting resources affected by cumulative fatigue		
Overhead overextended mentally and/or physically		
Communication ineffective with tactical resources or dispatch		
Organization and Availability of Resources		
Operations are at the limit of span control		
Incident action plans, briefings, etc., missing or poorly prepared		
Variety of specialized operations, support personnel or equipment		
Unable to properly staff air operations		
Limited local resources available for initial attack		
Heavy commitment of local resources to logistical support		
Existing forces worked 24 hours without success		
Resources unfamiliar with local conditions and tactics		
Values To Be Protected, Area Involved, Jurisdictional Boundaries		
Urban interface, structures, developments, recreational facilities, etc.		
Potential for evacuation		
Fire burning or threatening more than one jurisdiction and potential for unified command with different or conflicting management objectives		
Unique natural resources, special-designation areas, critical municipal watershed, T&E protected species habitat, cultural value sites		
Prepared By:		
(name and title)		