



**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #2014-01**

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: John Pick, City Manager 
James S. May, Chief of Police 

DATE: January 13, 2014

SUBJECT: **CR#4 - Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance IGA**

RECOMMENDATION:

Staff recommends the approval of the attached Resolution. If approved, this Resolution would authorize the Mayor to sign an Inter-Governmental Agreement between the City of Northglenn and Adams County, Colorado. This agreement is for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance in and between the City of Northglenn and Adams County, Colorado.

BACKGROUND:

Preparing for an emergency or disaster is crucial for the mitigation, response and recovery of a community in the advent of these types of occurrences. The State of Colorado has enacted legislation to better insure the state is adequately prepared and able to address large-scale emergencies and disasters.

The attached 'Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance In and Between Local Governments' was originated and executed by the Board of County Commissioners Chairman, W.R. "Skip" Fischer, on December 12, 2012. According to Heather McDermott, the Director for the Adams County Office of Emergency Management, this IGA is still in effect, and the term of the IGA shall be for five (5) years from the reference date of December 12, 2012. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions indicated in the IGA.

Due to the transition in city managers, this Agreement was inadvertently overlooked until recently.

On June 5, 2013, the governor signed House Bill 13-1031 concerning 'All-hazards resource mobilization clarifying the powers and duties of the Department of Public Safety with respect to the statewide all-hazards resource mobilization plan, specifying how mobilized entities receive reimbursement for expenses incurred by rendering assistance, and making an appropriation'.

In the Colorado Revised Statutes, 24-33.5-705.4 was amended. According to Subsection (5) **Reimbursement**, paragraph (b) (I) of this statute, it states: In order to be eligible for support under the mobilization, a jurisdiction must be mobilized pursuant to subparagraph (III) of paragraph (a) of

subsection (4) of this section and must be participating in an inter-jurisdictional or mutual aid agreement entered into pursuant to this part 7.

In the event of a large-scale emergency or disaster, the City of Northglenn's resources could be quickly overwhelmed. In such situations, the City would rely on help from its neighbors as well as the County, State, and Federal governments. In the event of such incidents, our neighbors' resources could also be quickly overwhelmed and they must be able to rely on the City of Northglenn for assistance.

BUDGET/TIME IMPLICATIONS:

Since the passing of Colorado Revised Statute 24-33.5-705.4, jurisdictions not part of an inter-jurisdictional or mutual aid agreement would not be eligible for support from the State of Colorado in the event of an emergency. Under Subsection (5) **Reimbursement** paragraph (b) (II), 'All mobilized non-host jurisdictions are eligible for expense reimbursement from the time of mobilization declaration through demobilization'.

STAFF REFERENCE:

If Council members have any comments or questions, they may contact Chief James S. May, Jr., at 303/450-8967, or imay@northglenn.org, or Commander Ron Osgood at 303/450-8968 or rosgood@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-4
Series of 2014

Series of 2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS COUNTY FOR DISASTER AND EMERGENCY MUTUAL AID AND FUNDING ASSISTANCE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn and Adams County for disaster-emergency mutual aid and disaster-emergency funding assistance, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**AGREEMENT
 FOR DISASTER-EMERGENCY MUTUAL AID
 AND
 DISASTER-EMERGENCY FUNDING ASSISTANCE
 IN AND BETWEEN
 LOCAL GOVERNMENTS**

This Agreement, dated this 10th day of December 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

I. Purpose

The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.

II. 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 provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.

III. Term

The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.

IV. Disaster Assistance and Mutual Aid

a. Assistance and Mutual Aid

- i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
 1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
 2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
 3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
- ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
- iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. **Declared Emergencies or Disasters.** In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
- i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
 - ii. Any request for mutual aid or assistance shall include a statement of 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.
 - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
 - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
 - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. **Emergencies or Disasters not rising to the level of Declaration.** In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. **Command & Control.**
- i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
 - ii. 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 Party's EOC will status the appropriate resources accordingly in WebEOC.
 - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

V. Reimbursement and Compensation

- a. **Reimbursement.** Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. **Compensation.** Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. **Agency Policy and Procedures.** Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. **Reimbursement Distribution.** In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party 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.

VI. Disaster Planning and Interagency Cooperation

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 IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams 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.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities 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.

VII. Termination

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. Non-Liability

- a. This IGA 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.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. Assignment /Transfer

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

XI. No Third Party Beneficiary

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA 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 same may be amended from time to time.

XII. 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 another arising in whole or in part from this Agreement.

City of Thornton Date

City of Westminster Date



Commissioners' Office
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6100
FAX 720.523.6045
www.adcogov.org

To our partners in Adams County,

Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,

W.R. 'Skip' Fischer, Chairman of the Board
Adams County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer
DISTRICT 1

Alice J. Nichol
DISTRICT 2

Erik Hansen
DISTRICT 3

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 12th day of December 2012, there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Jen Wascak _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN LOCAL GOVERNMENTS

WHEREAS, Adams County has the authority to enter into this IGA pursuant to 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, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Intergovernmental Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer _____ Aye
Nichol _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

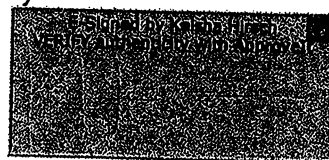
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12th day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

NOTE: The governor signed this measure on 6/5/2013.

An Act

HOUSE BILL 13-1031

BY REPRESENTATIVE(S) Gerou, Levy, Hamner, Kagan, Labuda, Mitsch Bush, Young;
also SENATOR(S) Nicholson and Roberts, Aguilar, Giron, Heath, Jones, King, Newell, Schwartz, Todd, Morse.

CONCERNING STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION, AND, IN CONNECTION THEREWITH, CLARIFYING THE POWERS AND DUTIES OF THE DEPARTMENT OF PUBLIC SAFETY WITH RESPECT TO THE STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION PLAN, SPECIFYING HOW MOBILIZED ENTITIES RECEIVE REIMBURSEMENT FOR EXPENSES INCURRED BY RENDERING ASSISTANCE, AND MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **amend** 24-33.5-705.4 as follows:

24-33.5-705.4. All-hazards resource mobilization system - creation - plan - duties - reimbursement for expenses incurred by mobilized entities - eligibility - resource mobilization fund - creation - definitions - legislative declaration. (1) (a) ~~The office of emergency management shall prepare a statewide resource mobilization system to~~

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

~~provide for the allocation and deployment of resources in the event of a disaster or local incident that requires more resources than those available under any existing interjurisdictional or mutual aid agreement~~ THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT THE STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION SYSTEM, WHICH PROVIDES FOR EFFICIENT MOBILIZING, TRACKING, ALLOCATING, AND DEMOBILIZING EMERGENCY RESOURCES AND ENSURES THAT A REQUESTING UNIT OF GOVERNMENT RECEIVES PROPER EQUIPMENT AND QUALIFIED PERSONNEL, IS NECESSARY TO PROVIDE RESOURCES TO ANY EMERGENCY INCIDENT BEYOND LOCAL CAPABILITIES AND THUS NECESSARY TO PROTECT LIFE, PROPERTY, THE ENVIRONMENT, AND CULTURAL AND ECONOMIC RESOURCES. THE GENERAL ASSEMBLY FURTHER FINDS AND DECLARES THAT THE NEED TO ENSURE THAT THE STATE IS ADEQUATELY PREPARED AND ABLE TO ADDRESS LARGE-SCALE EMERGENCIES AND DISASTERS REQUIRES A MECHANISM TO REIMBURSE STATE AGENCIES, TRIBAL GOVERNMENTS, AND LOCAL JURISDICTIONS THAT RESPOND TO REQUESTS FOR HELP FROM OTHER JURISDICTIONS IN TIMES OF NEED. IT IS THEREFORE NECESSARY TO:

(I) FORMULATE THE POLICY AND ORGANIZATIONAL STRUCTURE FOR LARGE-SCALE MOBILIZATION OF EMERGENCY RESOURCES IN THE STATE THROUGH CREATION OF A STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION SYSTEM;

(II) ESTABLISH THE MEANS BY WHICH STATE AGENCIES AND TRIBAL AND LOCAL JURISDICTIONS MAY BE REIMBURSED FOR EXPENSES THEY INCUR WHEN MOBILIZED BY THE EXECUTIVE DIRECTOR PURSUANT TO THE MOBILIZATION PLAN; AND

(III) PROVIDE A PROCEDURE TO REIMBURSE A HOST JURISDICTION WHEN IT HAS EXHAUSTED OR WILL EXHAUST ALL OF ITS OWN RESOURCES AND THE RESOURCES OF ITS LOCAL MUTUAL AID NETWORK AVAILABLE UNDER A MUTUAL AID OR INTERJURISDICTIONAL AGREEMENT.

(b) IN ACCORDANCE WITH SECTION 24-33.5-713, IT IS THE INTENT OF THE LEGISLATURE TO ENCOURAGE POLITICAL SUBDIVISIONS TO ENTER INTO MUTUAL AID AND OTHER INTERJURISDICTIONAL AGREEMENTS. SUCH AGREEMENTS PRODUCE ENHANCED EMERGENCY RESPONSE AND ARE THUS ESSENTIAL TO PROTECTING THE PUBLIC PEACE, SAFETY, HEALTH, AND WELFARE, INCLUDING THE LIVES AND PROPERTY, OF THE PEOPLE OF THE STATE OF COLORADO.

~~(2) The resource mobilization system created pursuant to subsection (1) of this section shall be developed in coordination with appropriate federal, tribal, state, local government, and private sector agencies and organizations. The system shall include mobilization procedures and may include provisions for reimbursement of costs.~~ AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "DIRECTOR" MEANS THE DIRECTOR OF THE OFFICE OF EMERGENCY MANAGEMENT CREATED IN SECTION 24-33.5-705.

(b) "EMERGENCY MANAGER" MEANS THE DIRECTOR OR COORDINATOR OF THE LOCAL OR INTERJURISDICTIONAL DISASTER AGENCY, AS DESCRIBED IN SECTION 24-33.5-707 (4), OR OTHER PERSON, IDENTIFIED PURSUANT TO SECTION 24-33.5-707 (6), RESPONSIBLE FOR LOCAL OR INTERJURISDICTIONAL DISASTER PREPAREDNESS AND RESPONSE.

(c) "EXECUTIVE DIRECTOR" MEANS THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OR THE EXECUTIVE DIRECTOR'S DESIGNEE.

(d) "HOST JURISDICTION" MEANS THE JURISDICTION HAVING AUTHORITY OVER THE DISASTER OR EMERGENCY.

(e) "INCIDENT COMMAND SYSTEM" HAS THE MEANING SET FORTH IN SECTION 29-22.5-102 (3), C.R.S.

(f) "JURISDICTION" MEANS STATE AND TRIBAL AUTHORITIES AND COUNTY, CITY, CITY AND COUNTY, TOWN, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

(g) "MOBILIZATION" MEANS THE PROCESS OF PROVIDING, UPON REQUEST AND SUBJECT TO AVAILABILITY, EMERGENCY RESOURCES BEYOND THOSE AVAILABLE THROUGH EXISTING INTERJURISDICTIONAL OR MUTUAL AID AGREEMENTS IN RESPONSE TO A REQUEST FROM A JURISDICTION IN WHICH AN EMERGENCY OR DISASTER SITUATION OR LOCAL EMERGENCY INCIDENT THAT HAS EXCEEDED OR WILL EXCEED THE CAPABILITIES OF AVAILABLE LOCAL RESOURCES. THE TERM INCLUDES THE NONHOST JURISDICTION'S AUTHORIZATION AND APPROVAL FOR REDISTRIBUTION OF RESOURCES EITHER TO DIRECT EMERGENCY INCIDENT ASSIGNMENTS OR TO ASSIGNMENT IN COMMUNITIES WHERE RESOURCES ARE NEEDED TO PROVIDE COVERAGE WHEN THOSE COMMUNITIES' RESOURCES HAVE BEEN MOBILIZED

TO ASSIST OTHER JURISDICTIONS.

(h) "MOBILIZATION PLAN" MEANS THE STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION PLAN DEVELOPED AND UTILIZED PURSUANT TO THIS SECTION.

(i) "MOBILIZATION SYSTEM" MEANS THE STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION SYSTEM CREATED UNDER THIS SECTION, WHICH SYSTEM INCLUDES THE MOBILIZATION PLAN AND THE TECHNOLOGY AND PERSONNEL NECESSARY TO MOBILIZE RESOURCES ACCORDING TO THE PLAN.

(j) "MUTUAL AID" MEANS EMERGENCY INTERAGENCY ASSISTANCE RENDERED PURSUANT TO AN AGREEMENT BETWEEN THE JURISDICTIONS RENDERING AND RECEIVING ASSISTANCE.

(k) "NONHOST JURISDICTION" MEANS A JURISDICTION PROVIDING DISASTER OR EMERGENCY RESPONSE RESOURCES TO A HOST JURISDICTION.

(l) "UNIFIED COMMAND" HAS THE MEANING SET FORTH IN SECTION 29-22.5-102 (8), C.R.S.

(3) Powers and duties. (a) THE DIRECTOR SHALL DEVELOP AND MAINTAIN A STATEWIDE ALL-HAZARDS RESOURCE MOBILIZATION PLAN THAT SETS FORTH PROCEDURES FOR MOBILIZATION, ALLOCATION, DEPLOYMENT, COORDINATION, TRACKING, COST ACCOUNTING, AND DEMOBILIZATION OF RESOURCES DURING DISASTERS AND OTHER LARGE-SCALE EMERGENCIES AND LOCAL INCIDENTS THAT REQUIRE MORE RESOURCES THAN THOSE AVAILABLE UNDER ANY EXISTING INTERJURISDICTIONAL OR MUTUAL AID AGREEMENT. IN DEVELOPING THE MOBILIZATION PLAN, THE DIRECTOR SHALL CONSULT WITH AND SOLICIT RECOMMENDATIONS FROM THE HOMELAND SECURITY AND ALL-HAZARDS SENIOR ADVISORY COMMITTEE CREATED IN SECTION 24-33.5-1614 AND OTHER APPROPRIATE REPRESENTATIVES OF STATE, TRIBAL, AND LOCAL GOVERNMENTAL AND PRIVATE SECTOR EMERGENCY MANAGEMENT ORGANIZATIONS. THE DIRECTOR SHALL ENSURE THAT THE MOBILIZATION PLAN IS CONSISTENT WITH, AND INCORPORATED INTO, THE COLORADO STATE EMERGENCY OPERATIONS PLAN.

(b) (I) THE EXECUTIVE DIRECTOR IS RESPONSIBLE FOR IMPLEMENTING THE MOBILIZATION PLAN, COORDINATING THE MOBILIZATION OF RESOURCES, AND MAKING A DETERMINATION AS TO POST-MOBILIZATION REIMBURSEMENT

TO STATE AND NONHOST JURISDICTIONS, IN ACCORDANCE WITH THIS SECTION, OTHER APPLICABLE LAWS, AND THE MOBILIZATION PLAN, WHEN THE EXECUTIVE DIRECTOR DETERMINES IT IS NECESSARY TO DO SO TO PROTECT LIFE, PROPERTY, THE ENVIRONMENT, AND CULTURAL AND ECONOMIC RESOURCES.

(II) THE EXECUTIVE DIRECTOR SHALL SERVE AS STATE RESOURCE MOBILIZATION LIAISON WHEN THE MOBILIZATION PLAN IS IMPLEMENTED.

(4) Mobilization. (a) (I) THE EXECUTIVE DIRECTOR MAY ORDER THE IMPLEMENTATION OF THE STATE RESOURCE MOBILIZATION PLAN PURSUANT TO THIS SECTION ONLY IF HE OR SHE RECEIVES A REQUEST TO DO SO FROM THE GOVERNOR, SHERIFF, EMERGENCY MANAGER, OR OTHER AUTHORIZED PERSON IDENTIFIED IN THE STATE RESOURCE MOBILIZATION PLAN.

(II) THE EXECUTIVE DIRECTOR SHALL GRANT A MOBILIZATION REQUEST MADE PURSUANT TO SUBPARAGRAPH (I) OF THIS PARAGRAPH (a) IF THE EXECUTIVE DIRECTOR DETERMINES THAT THE REQUEST IS IN RESPONSE TO A LARGE-SCALE EMERGENCY, DISASTER, OR OTHER LOCAL INCIDENT THAT EXCEEDS OR WILL EXCEED THE CAPABILITIES OF AVAILABLE LOCAL RESOURCES AND THOSE RESOURCES AVAILABLE THROUGH EXISTING MUTUAL AID AGREEMENTS.

(III) UPON RECEIVING A REQUEST FOR MOBILIZATION AND FINDING THAT THE REQUEST COMPLIES WITH THE APPROVAL REQUIREMENTS ESTABLISHED IN THE MOBILIZATION PLAN AND THAT EITHER THE LOCAL JURISDICTION HAS EXHAUSTED OR WILL EXHAUST ALL AVAILABLE RESOURCES, OR THAT THE COMPLEXITY OR SEVERITY OF THE INCIDENT REQUIRES RESOURCES NOT OTHERWISE AVAILABLE TO THE LOCAL JURISDICTION, THE EXECUTIVE DIRECTOR SHALL DETERMINE WHETHER TO IMPLEMENT MOBILIZATION IN ACCORDANCE WITH THE MOBILIZATION PLAN. IF SO, THE EXECUTIVE DIRECTOR SHALL MOBILIZE STATE AND NONHOST JURISDICTIONS IN ACCORDANCE WITH THE MOBILIZATION PLAN.

(IV) THE EXECUTIVE DIRECTOR MAY CONSIDER RESOURCES THAT HAVE ALREADY BEEN DEPLOYED TO ADDRESS AN INCIDENT TO BE MOBILIZED FOR THE PURPOSE OF REIMBURSEMENT OR COST-SHARING UNDER THE MOBILIZATION PLAN.

(b) UPON AND FOR THE DURATION OF MOBILIZATION:

(I) THE EXECUTIVE DIRECTOR SHALL SERVE AS A RESOURCE MOBILIZATION LIAISON TO THE LOCAL UNIFIED COORDINATION GROUP, INCIDENT COMMANDER, OR THE HOST JURISDICTION'S DISASTER AGENCY UNDER UNIFIED COMMAND TO SUPPORT THE MOBILIZATION EFFORT CONSISTENT WITH THE INCIDENT COMMAND SYSTEM AND MOBILIZATION PLAN AND PROCEDURES;

(II) THE RESOURCES, INCLUDING THOSE OF THE HOST JURISDICTION AND THOSE OF NONHOST JURISDICTIONS THAT RESPONDED EARLIER UNDER AN EXISTING INTERJURISDICTIONAL OR MUTUAL AID OR OTHER AGREEMENT, MAY REMAIN MOBILIZED, BASED ON CAPABILITY TO DO SO AND PURSUANT TO AGREEMENT BETWEEN THE EXECUTIVE DIRECTOR, THE INCIDENT COMMANDER, AND THE HOST JURISDICTION OR NONHOST JURISDICTION THAT PROVIDED THE RESOURCES;

(III) THE REASSIGNMENT OR REALLOCATION OF RESOURCES DUE TO MULTIPLE CONCURRENT INCIDENTS OR OTHER SITUATIONS OF RESOURCE SCARCITY SHALL BE PRIORITIZED PURSUANT TO THE POLICIES AND PROCEDURES SPECIFIED IN THE MOBILIZATION PLAN.

(IV) ANY LIMITS ON OR EXEMPTION FROM LIABILITY TO WHICH THE JURISDICTIONS PROVIDING RESOURCES IN RESPONSE TO A MOBILIZATION EFFECTED UNDER THIS SECTION ARE ENTITLED UNDER LAW APPLY AS THOUGH THE JURISDICTIONS WERE OPERATING UNDER THEIR NORMAL STATUTORY AUTHORITIES WITHIN THEIR JURISDICTIONAL BOUNDARIES.

(c) THE EXECUTIVE DIRECTOR, IN CONSULTATION WITH THE LOCAL INCIDENT COMMANDER, SHALL DETERMINE WHEN MOBILIZATION IS NO LONGER REQUIRED AND, AT THAT TIME, SHALL DECLARE THE END TO THE MOBILIZATION.

(5) **Reimbursement.** (a) THE DIRECTOR, IN CONSULTATION WITH THE OFFICE OF STATE PLANNING AND BUDGETING CREATED IN SECTION 24-37-102, SHALL DEVELOP PROCEDURES TO FACILITATE REIMBURSEMENT TO STATE AGENCIES AND JURISDICTIONS FROM APPROPRIATE FEDERAL AND STATE FUNDS WHEN STATE AGENCIES AND JURISDICTIONS ARE MOBILIZED BY THE EXECUTIVE DIRECTOR PURSUANT TO THE MOBILIZATION PLAN. THE DIRECTOR SHALL ENSURE THAT THESE PROCEDURES PROVIDE REIMBURSEMENT IN AS TIMELY A MANNER AS POSSIBLE.

(b) (I) IN ORDER TO BE ELIGIBLE FOR SUPPORT UNDER THE MOBILIZATION PLAN, A JURISDICTION MUST BE MOBILIZED PURSUANT TO SUBPARAGRAPH (III) OF PARAGRAPH (a) OF SUBSECTION (4) OF THIS SECTION AND MUST BE PARTICIPATING IN AN INTERJURISDICTIONAL OR MUTUAL AID AGREEMENT ENTERED INTO PURSUANT TO THIS PART 7.

(II) ALL MOBILIZED NONHOST JURISDICTIONS ARE ELIGIBLE FOR EXPENSE REIMBURSEMENT FROM THE TIME OF THE MOBILIZATION DECLARATION THROUGH DEMOBILIZATION.

(6) Resource mobilization fund - notice of funding through gifts, grants, and donations - repeal. (a) THERE IS HEREBY CREATED IN THE STATE TREASURY THE RESOURCE MOBILIZATION FUND, WHICH FUND SHALL BE ADMINISTERED BY THE EXECUTIVE DIRECTOR, IN ACCORDANCE WITH PARAGRAPH (b) OF THIS SUBSECTION (6), TO PROVIDE REIMBURSEMENT TO STATE AGENCIES AND JURISDICTIONS MOBILIZED BY THE EXECUTIVE DIRECTOR PURSUANT TO THIS SECTION. THE EXECUTIVE DIRECTOR IS AUTHORIZED TO SEEK AND ACCEPT GIFTS, GRANTS, REIMBURSEMENTS, OR DONATIONS FROM PRIVATE OR PUBLIC SOURCES FOR THE PURPOSES OF THIS SECTION. THE FUND CONSISTS OF ALL MONEYS THAT MAY BE APPROPRIATED THERETO BY THE GENERAL ASSEMBLY, MONEYS THAT MAY BE TRANSFERRED PURSUANT TO SECTION 24-33.5-706 (4.5), AND ALL PRIVATE AND PUBLIC FUNDS RECEIVED THROUGH GIFTS, GRANTS, REIMBURSEMENTS, OR DONATIONS THAT ARE TRANSMITTED TO THE STATE TREASURER AND CREDITED TO THE FUND. ALL INTEREST EARNED FROM THE INVESTMENT OF MONEYS IN THE FUND SHALL BE CREDITED TO THE FUND. THE MONEYS IN THE FUND ARE HEREBY CONTINUOUSLY APPROPRIATED FOR THE PURPOSES INDICATED IN THIS SECTION. ANY MONEYS NOT EXPENDED AT THE END OF THE FISCAL YEAR SHALL REMAIN IN THE FUND AND SHALL NOT BE TRANSFERRED TO OR REVERT TO THE GENERAL FUND.

(b) THE EXECUTIVE DIRECTOR SHALL USE THE MONEYS IN THE RESOURCE MOBILIZATION FUND TO PROVIDE REIMBURSEMENT TO STATE AGENCIES AND JURISDICTIONS FOR INCIDENTS IN ACCORDANCE WITH THE TERMS OF THE MOBILIZATION PLAN.

(c) (I) THE GENERAL ASSEMBLY FINDS THAT THE IMPLEMENTATION OF THIS SECTION RELIES ENTIRELY OR IN PART ON THE RECEIPT OF ADEQUATE FUNDING THROUGH GIFTS, GRANTS, OR DONATIONS. THE EXECUTIVE DIRECTOR SHALL NOTIFY THE LEGISLATIVE COUNCIL STAFF WHEN ADEQUATE

FUNDING THROUGH GIFTS, GRANTS, OR DONATIONS FOR THE PURPOSE DESCRIBED IN PARAGRAPH (b) OF THIS SUBSECTION (6) HAS BEEN RECEIVED AND SHALL INCLUDE IN THE NOTICE THE INFORMATION SPECIFIED IN SECTION 24-75-1303 (3).

(II) THIS PARAGRAPH (c) IS REPEALED, EFFECTIVE JULY 1, 2016.

(7) (a) NOTHING IN THIS SECTION LIMITS THE POWERS OF THE GOVERNOR DURING A DISASTER UNDER 24-33.5-704.

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NOTHING IN THIS SECTION LIMITS THE ELIGIBILITY OF ANY NONHOST JURISDICTION FOR REIMBURSEMENT OF EXPENSES INCURRED IN PROVIDING RESOURCES FOR MOBILIZATION.

(c) NOTHING IN THIS SECTION PRECLUDES A STATE OR LOCAL GOVERNMENTAL ENTITY FROM SEEKING PUBLIC ASSISTANCE FUNDING PURSUANT TO THE FEDERAL "ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT", AS AMENDED, 42 U.S.C. SEC. 5121 ET SEQ.

SECTION 2. In Colorado Revised Statutes, 24-33.5-706, **add** (4.5) as follows:

24-33.5-706. Disaster emergency fund - established - financing - legislative intent - repeal. (4.5) THE GOVERNOR MAY, FROM TIME TO TIME AS THE GOVERNOR DEEMS NECESSARY BASED ON HIS OR HER DETERMINATION THAT A DISASTER EMERGENCY IS IMMINENT, DIRECT THE STATE TREASURER TO TRANSFER, AND THE STATE TREASURER SHALL TRANSFER, MONEYS FROM THE DISASTER EMERGENCY FUND TO THE RESOURCE MOBILIZATION FUND CREATED IN SECTION 24-33.5-705.4 (6).

SECTION 3. Appropriation. (1) In addition to any other appropriation, there is hereby appropriated, out of any moneys in the general fund, not otherwise appropriated, to the department of public safety, for the fiscal year beginning July 1, 2013, the sum of \$260,114 and 2.8 FTE, or so much thereof as may be necessary, to be allocated for the implementation of this act as follows:

(a) \$152,114 and 2.8 FTE for the office of emergency management for program administration; and

(b) \$108,000 for the purchase of computer center services.

(2) In addition to any other appropriation, there is hereby appropriated to the governor - lieutenant governor - state planning and budgeting, for the fiscal year beginning July 1, 2013, the sum of \$108,000, or so much thereof as may be necessary, for allocation to the office of information technology, for the provision of computer center services for the department of public safety related to the implementation of this act. Said sum is from reappropriated funds received from the department of public safety out of the appropriation made in paragraph (b) of subsection (1) of this section.

SECTION 4. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Mark Ferrandino
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

John P. Morse
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED _____


John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO

Madeline Norconk - Fwd: RE: Adams County Emergency Management Notification Test

From: Ron Osgood
To: Norconk, Madeline
Date: 1/3/2014 10:28 AM
Subject: Fwd: RE: Adams County Emergency Management Notification Test
Attachments: Osgood, Ron.vcf



Ron Osgood, Commander
Northglenn Police Department
11701 Community Center Drive, Northglenn, Colorado 80233
Direct: 303.450.8968 | Main: 303.450.8893 | Fax: 303.450.8896
www.northglenn.org
***Excellence in Public Safety built on
strong character, professionalism and respect***

 Please consider the environment and do not print this e-mail unless necessary.

>>> Heather McDermott <HMcDermott@adcogov.org> 1/3/2014 8:24 AM >>>

No the one I sent you is still in effect ... I believe the term on it is 5 years.

I have all the signature pages of the other jurisdictions but there isn't one original 'master' that needs to be passed around

Hope that helps ...

Heather McDermott, Director

Adams County Office of Emergency Management
4420 S. Adams County Parkway, 1st Floor, Littleton, CO 80120
Tel: 720-521-6600 | Fax: 720-521-5200 | 24/7 Pager: **720-521-2182**

View Paper - please make note of the change ...




From: Ron Osgood
Sent: Friday, January 03, 2014 6:36 AM
To: Heather McDermott
Subject: RE: Adams County Emergency Management Notification Test

Ma'am,
Thank you again for the copy of the IGA. Is there a "master" or original IGA for Northglenn that we need to get signed by a current County Commissioner ?

Thanks,
Ron



Ron Osgood, Commander
Northglenn Police Department
11701 Community Center Drive, Northglenn, Colorado 80233
Direct: 303.450.8968 | Main: 303.450.8893 | Fax: 303.450.8896
www.northglenn.org
*Excellence in Public Safety built on
strong character, professionalism and respect*

 *Please consider the environment and do not print this e-mail unless necessary.*

>>> Heather McDermott <HMcDermott@adcogov.org> 12/31/2013 10:24 AM >>>

Here you are ...

Heather McDermott, Director

Adams County Office of Emergency Management

4430 S. Adams County Parkway, Brighton, CO 80601

(W): 720.523.6601 | (C): 303.489.7509 | **24/7 Pager: 720-521-2182**

New Pager - please make note of the change!!!!



From: Ron Osgood
Sent: Tuesday, December 31, 2013 6:48 AM
To: Heather McDermott
Subject: Re: Adams County Emergency Management Notification Test


Ma'am,

We have a new city manager and he is pushing to get the Emergency Management County IGA signed. I just want to make sure we have the most current one. Could you send me the most current version?

Thank you!,
Ron Osgood



Ron Osgood, Commander
Northglenn Police Department
11701 Community Center Drive, Northglenn, Colorado 80233
Direct: 303.450.8968 | Main: 303.450.8893 | Fax: 303.450.8896
www.northglenn.org
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strong character, professionalism and respect*

 *Please consider the environment and do not print this e-mail unless necessary.*

>>> Heather McDermott - Adams County <readyop@collabriasoftware.com> 12/30/2013 3:43 PM >>>

Adams County EOC is currently setting up and testing their new notification system.

In addition to this email, you should also receive a text message. If you do not receive a text message please contact Heather McDermott via email.

Thank you,

Heather McDermott, Director