

ATTACHMENT #2

Mutual Aid Agreements



The Colorado Intergovernmental Agreement for Fire Mutual Aid

April 25, 2015



In 2014, the Colorado State Fire Chief's Association sponsored the "Broken Arrow" exercises. These exercises were designed to improve our ability to respond rapidly to major events across the state. Following those exercises, many of the participating chiefs met along with Department of Fire Prevention and Control, Department of Homeland Security and Emergency Management, Colorado Sheriffs and the Colorado Emergency Manager's Association to work toward improvements identified in those exercises.

There were four points of focus for efforts in 2015 and beyond:

1. Development of a Colorado Fire Resource Mutual Aid Agreement.
2. Increase the number of organized strike teams and task forces to twenty.
3. Develop a training program for all fire personnel about mutual aid and mobilization procedures.
4. Work with appropriate local, state and federal agencies on ways to facilitate the transition from mutual aid to mobilization.

Here is the Colorado State Mutual Aid Agreement, adopted by the Colorado State Fire Chief's Association. It was reviewed by the Association's legal counsel, and has been crafted to help ensure the protection of all parties providing mutual aid. Input from across Colorado went into the agreement.

This agreement does not create any obligations. Under Colorado Revised Statutes Title 29, Article 5, all fire agencies can provide mutual aid to all other agencies. Under state statute and under this agreement, all mutual aid is voluntary. What this agreement does is to try to clarify and standardize the terms. Standardization of mutual aid periods and elimination of assumed liability were the key items we sought to put into the agreement.

Many of us have multiple agreements with differing terms currently. Some agreements conflict over mutual aid periods or assumed liability. It was in seeking to eliminate those types of inconsistencies and conflicts that this agreement was drafted. This agreement does not prevent any agencies from entering into automatic aid agreements, or contracts for service, or agreements to extend mutual aid to 24 hours, or any other agreement that might be necessary between your agency and your neighbors. This agreement represents what you would expect if you choose to go outside of your local area, or if you need the assistance from across the state.

We are recommending all fire agencies in Colorado adopt this agreement, in hopes that response to future fires and emergencies can be handled as smoothly as possible.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made by and between the parties who are signatory to this Agreement.

WHEREAS, the Parties are authorized to provide fire protection, and in some instances other emergency services, such as hazardous material, extrication, rescue, ambulance and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries, including fire protection districts duly organized and operating pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes ("C.R.S."); municipalities operating fire departments pursuant to Article 15, Title 30, C.R.S.; and other governmental agencies authorized to provide such services; and

WHEREAS, the Parties acknowledge that each Party would benefit from the availability of the other Parties in the event of fires, emergency medical incidents or other incidents; and,

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and C.R.S. § 29-1-203, the Parties desire to enter into an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of another Party; and,

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. **Colorado Revised Statutes.** Except for the provisions of C.R.S. §29-5-108, the provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, shall apply to the Parties. The statute shall control in the event of a conflict between the statute and this Agreement. The Assisting Party's equipment and personnel shall at all times remain under the immediate and complete control of the Assisting Party. As such, the provisions of C.R.S. §29-5-108 do not apply to this Agreement.
2. **Definitions.** The following terms used in this Agreement are defined as follows:
 - a. "Assisting Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.
 - b. "Emergency Incident" means a reported fire, emergency medical, rescue or hazardous material incident requiring an emergency response by a Party.
 - c. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.

- d. "Party" means a municipal fire department, fire protection district or other governmental agency that has signed this Agreement".
 - e. "Parties" means every Party that has signed this Agreement.
 - f. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and which is assisted by or has requested assistance of an Assisting Party.
3. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided, however, that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
4. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether expressly or implied, shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.
5. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries , and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
6. **Mutual Aid Period.** The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party.
7. **Cost.** Each Party shall be responsible for all costs, including wages, benefits or other compensation of its personnel incurred in the performance of this Agreement through the end of the Mutual Aid period and shall not seek reimbursement from the Requesting Party, except for third party reimbursement as is allowed by law and collected by the Requesting Party. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

8. **Supplies.** Each Party shall be responsible for providing fuel, potable water, food and other such normal consumable supplies used by its own personnel and equipment. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.
9. **Damages.** Each Party hereby assumes all liability and responsibility for damage to its own apparatus and/or equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus while in route to or returning from an Emergency Incident. No Party shall be liable or responsible for the personal property of the Assisting Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement. A Requesting Party may, in its sole discretion, replace or reimburse the cost of an Assisting Party's equipment damaged or expended in providing Mutual Aid if requested by the Assisting Party.
10. **Not a Replacement for Responsibility.** Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to handle ordinary and routine Emergency Incidents occurring within its boundaries and for which the Party is organized. A Requesting Party shall not expect any other Party to respond to an Emergency Incident where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the normal and routine needs of the persons and property within the Requesting Party's jurisdiction. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.
11. **Joining Parties.** Each Party agrees to allow a municipal fire department, fire protection district or other governmental emergency response agency to join this Agreement after formal approval of the governing body of such municipal fire department, fire protection district or other governmental emergency response agency and notification of such action to each of the other Parties to this Agreement.
12. **Third Party Recovery.** Each Party agrees that, for each Emergency Incident within its jurisdictional boundaries for which it has requested Mutual Aid through this Agreement, it will reasonably pursue any and all legal reimbursement possible, pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials

incidents occurring within its boundaries, on behalf of all Assisting Parties, and upon full or partial payment by the responsible entity, shall distribute the reimbursement in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Emergency Incident.

13. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. **Liability Insurance.** Each Party is responsible for determining and maintaining adequate levels of its own liability insurance.
15. **Personnel Status.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, employees, volunteers or agents of the respective Parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank, or for any purposes or conditions of employment or volunteerism. Worker's compensation shall be as structured in C.R.S § 29-5-109. Pension benefits shall be provided as set forth in C.R.S. § 29-5-110.
16. **Equal Value.** Each Party declares that the value of this Agreement is equal to all Parties.
17. **Severability.** In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with Colorado law.
19. **Governance.** An Executive Board may be established by signatory parties to consider, adopt and amend rules, procedures, by-laws and other matters deemed necessary by the parties. The Executive Board shall consist of elected members from signatory parties who shall serve as voting representatives of other signatories and be established and structured as the signatory parties deem appropriate.

20. **Binding.** This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.
21. **No Third Party Benefit.** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties under or relating to this Agreement are not subject to the consent of any third party.
22. **Term and Effective Date.** This Agreement shall be in effect upon the date of the first signature; and shall be effective for each Party upon their authorized signatures. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement.
23. **Termination.** All of the Parties may terminate this Agreement at any time by written agreement of all of the Parties. Any Party may terminate its participation in this Agreement at any time upon thirty (30) days written notice to each of the other Parties. Notice may be made through the Colorado State Mutual Aid Board or through direct mailing to each Party.
24. **Execution.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
25. **Amendments.** This agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

SIGNATURE PAGE

This signatory certifies that this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID has been approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President, Mayor, or Designee

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

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

This Agreement, dated this 15th 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.

XIII. 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.

XIV. 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 IGA and shall not be construed to affect in any manner the terms and provisions herein.

XV. Execution

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12
Board of County Commissioners Date

City of Arvada Date

City of Aurora Date

City of Brighton Date

City of Commerce City Date

City of Federal Heights Date

City of Northglenn Date

City of Thornton	Date
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City of Westminster	Date
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