TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 61, SERIES 2016  

A RESOLUTION APPROVING AN EMERGENCY OPERATIONS PLAN  

WHEREAS, the Town Council is pursuant to § C.R.S. 31-15-103, has the power to pass resolutions; and  

WHEREAS, attached hereto as Exhibit A is an Emergency Operations Plan; and  

WHEREAS, the attached plan provides an outline of a framework for response to disasters and other incidents which overwhelm normal resources; and  

WHEREAS, all agencies, jurisdictions, department heads and personnel are directed to accept the responsibilities as herein assigned and to conduct the organizational planning and training necessary to implement the Emergency Operations Plan, when required.  

WHEREAS, the Town Council is familiar with the Emergency Operations Plan and finds it to be in the best interest of the Town, its residents, and the general public.  

NOW, THEREFORE, BE IT RESOLVED BE THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:  

Section 1. Approval  
The Town of Timnath Emergency Operations Plan is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Council, and other applicable staff or consultants.  

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JULY 12, 2016.  

TOWN OF TIMNATH, COLORADO  

Jill Grossman-Belisle, Mayor  

ATTEST:  

Milissa Peters, CMC  
Town Clerk
LETTER OF PROMULGATION

The Town of Timnath, Town Council hereby affirms their support of emergency management planning and processes. The following Emergency Operations Plan has been reviewed and approved by the Town Council, and is hereby ordered published and distributed, and is approved for inclusion as an Annex to the Larimer County Comprehensive Emergency Management Plan.

All agencies, jurisdictions, department heads and personnel are directed to accept the responsibilities as herein assigned and to conduct the organizational planning and training necessary to implement the Emergency Operations Plan, when required.

______________________________  _________________________
Town of Timnath, Town Manager   Date
REVIEW AND CONCURRENCE

The following organizational units and divisions assigned responsibilities in this Emergency Operations Plan have reviewed the following plan and have concurred.

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Title / Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DISTRIBUTION OF PLAN

The following departments, agencies, or individuals have been given copies of the Town of Timnath Emergency Operations Plan in the quantities indicated below. Additional copies are available upon request by contacting:

Town of Timnath, 4800 Goodman Street, Timnath, CO 80547

<table>
<thead>
<tr>
<th>Date</th>
<th>Distributed To</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

Section 1: Introduction and Purpose ................................................................. 6
Section 2: Base Plan ......................................................................................... 6
  Legal Authorities ......................................................................................... 6
  Explanation of Terms .................................................................................. 7
  Scope ........................................................................................................... 8
  Planning Assumptions ............................................................................... 9
  Situation ....................................................................................................... 11
  Concept of Operations ............................................................................. 11
  Direction, Control and Coordination ....................................................... 12
  Organization ............................................................................................... 13
  Assignment of Responsibilities ................................................................. 13
  Continuity of Government ....................................................................... 14
  Administration and Support ..................................................................... 15
  Plan Development, Maintenance and Implementation .......................... 17

Section 3: Emergency Operations Plan Approval Signatures .................... 17

Section 4: Mutual Aid Agreements ................................................................. 19

Sample Declaration Resolutions ................................................................. 33
EMERGENCY OPERATIONS PLAN

Section 1: INTRODUCTION AND PURPOSE

The purpose of the Emergency Operations Plan (EOP) is to provide a framework for response to disasters and other incidents which overwhelm normal resources. The EOP consists of the Basic Plan and Operational Annexes. The Basic Plan includes the purpose, scope, situations, assumptions, and concept of operations. It also includes a description of the organization and assignment of responsibilities, direction, control, and coordination elements. It describes how intelligence, communications, administration, finance and logistics will be addressed. It addresses plan development and maintenance, and it includes a section describing authorities and references. The Operational Annexes provide information about emergency operations that are specific to the Town of Timnath and/or fall outside of the Larimer County Comprehensive Emergency Management Plan.

The EOP is a living document and will continue to evolve as it is tested in exercises and real incidents. The Town of Timnath is confident that this will serve as an excellent tool for improving coordination and strengthening relationships among all emergency management partners—Federal, State and Local governments, voluntary disaster relief organizations, and the private sector—as we work together to meet basic human needs and restore essential government services before, during and after a disaster. This enhanced partnership should reduce human suffering and decrease costly damages to property. It also recognizes that the Town of Timnath is a smaller municipality with limited resources. It will be important to rely on our partners for assistance and emergency management.

Section 2: BASE PLAN

A. Legal Authorities
   1. Federal
a. Robert T. Stafford Disaster Relief and Emergency Assistance Act and Amendments (Volume VI Public Law 93-288 as amended by Public Law 100-707)

b. National; Response Framework

c. Homeland Security Act and Information Sharing Act of 2002


f. National Incident Management System


2. County


b. Larimer County resolution adopting the National Incident Management System (NIMS), signed May 3, 2005

c. Larimer County ordinance establishing the Larimer County Office of Emergency Management

3. Local

a. The Town of Timnath under the authority of C.R.S Section 24-33.5-701, et seq Colorado Disaster Emergency Act has established a joint agreement with the Larimer County Office of Emergency Management by signing this document.

b. Town of Timnath Resolution No. 29, Series 2016 entitled “A Resolution Adopting the National Incident Management System.”

B. Explanation of Terms

Disaster – (State Definition) The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, or significant adverse impact on the environment, resulting from any natural or technological hazards, including but not limited to fire, floods, earthquake, wind, storm, hazardous substance incident, water contamination, epidemic, air
contamination, blight, drought, infestation, explosion, civil disturbance, act of terrorism, or hostile military or paramilitary action. For the purpose of state or federal disaster declarations, the term disaster generally falls into the category of major or catastrophic, based on the level of severity and impact on local and state resources. Major disasters are likely to require immediate state assistance supplemented by federal resources, if necessary, to supplement state efforts and resources. Catastrophic disasters may require immediate and massive state and federal assistance in both response and recovery.

**Emergency** – (State Definition) A suddenly occurring and often unforeseen situation or an unusual event, which is determined by the governor to require state response or mitigation actions to supplement local government in protecting lives and property.

**Terrorism** – Terrorism is the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.

**Local Government** – Refers to the Town of Timnath.

**County Government** – Refers to Larimer County, unless otherwise specified.

**State Departments** – An all-inclusive term referring to all state level governmental departments, agencies and commissions, etc.

**The Plan** – The term “The Plan” as used herein refers to the Emergency Operations Plan.

C. Scope

The intent of the plan is to provide the citizens and Town government with a standardized system for managing disasters and emergencies. Central components of this system shall include:

- A comprehensive framework for effective use of government, private sector and volunteer resources.
- An outline of local responsibilities.
• The lawful means to obtain assistance from state and federal government.

This plan is intended to cover a full range of complex and consistently changing requirements in preparation for, or in response to threats or acts of terrorism, disasters, and other emergencies. The plan takes into consideration and distinguishes between incidents that require minor emergency management coordination, and incidents of greater magnitude that require county, state or federal cooperation. The plan establishes interagency and multi-jurisdictional protocols and mechanisms for Town involvement in incident management operations.

The plan, using NIMS principles, establishes methods to:

• Maximize the integration of all-hazards, incident-related preparation, response, and recovery activities.
• Improve coordination and integration of town, county, regional, state, federal, private-sector and nongovernmental organizations.
• Maximize efficient use of resources needed for effective incident management and Critical Infrastructure/Key Resources (CIKR) protection and restoration.
• Improve incident management communications and increase situational awareness across jurisdictions and between the public and private sectors.
• Facilitate emergency mutual aid, and emergency support from Larimer County, the state, and federal government.
• Provide a proactive and integrated Town response to catastrophic incidents.

D. Planning Assumptions

Below are assumptions reflecting the situations that must be considered in order to achieve effective emergency management planning in the Town of Timnath:
- All incidents are local. Therefore, initially the Town of Timnath strives for self-sufficiency and should not depend on any outside assistance.
- Local governments at all levels must continue to function under all threat, emergency and disaster conditions.
- The Town and its employees will mobilize to deliver emergency and essential services under all threats and emergencies.
- As incidents grow in length and magnitude, outside assistance may be requested from county, state, and federal agencies or organizations.
- Mutual aid and other forms of assistance will be rendered by outside jurisdictions in accordance with existing mutual aid agreements when the Town exhausts or anticipates exhausting its resources.
- Emergencies may occur at any time with little or no warning and may exceed the capabilities of the local, regional, state, and federal governments, as well as the private sector, in the affected areas.
- Depending on various factors including the magnitude of the event, the Town of Timnath may not be able to meet all responsibilities indicated in this plan.
- Emergencies may result in casualties, fatalities, and displace people from their homes.
- An emergency can result in property loss, interruption of essential public services, and damage to basic infrastructure, and significant harm to the environment.
- The greater the complexity, impact, and geographic scope of an emergency, the more multi-agency coordination will be required.
- Individuals, community-based organizations, and businesses will offer services and support in time of disaster.
- State and regional agencies and departments with regulatory oversight responsibilities will insert themselves into the established organizational chain to support local emergency management efforts.
- The County, state and federal governments will provide emergency assistance to the Town of Timnath when requested and in accordance with the National Response Framework.
E. Situation

Situations that may require the implementation of this plan include natural hazards, technological, man-made hazards and planned events.

These may include, but are not limited to:

- Earthquakes
- Flood / Dam Failure
- Wildland Interface Fires
- Severe Weather Events, Including; Severe Wind Storm, Extreme Heat or Cold, Tornado, Drought Heavy / Prolonged Snow
- Pandemic Events
- Transportation Accident; Aircraft Incident, Railroad Incident
- Structure Fires / Conflagration
- Structural Collapse
- Civil Disturbance
- Terrorism
- Infrastructure Disruption; Extended Utility Outage
- Mass Casualty Incidents
- Mass Gatherings

The Town of Timnath recognizes that the planning process must address each hazard that threatens our community. A full Hazard Identification and Risk Assessment (HIRA) for the Town of Timnath is available in the 2016 Larimer County Multi-Jurisdictional Hazard Mitigation Plan.

F. Concept of Operations

If a disaster occurs within the Town of Timnath an immediate response is required. Only personnel trained in the prearranged plans and procedures will be prepared to make the coordinated efforts necessary to deal with a threat to life and/or property.
The National Incident Management System (NIMS) is a predetermined flexible command structure; incorporating the concepts of the Incident Command System (ICS) for safely directing all emergency response activities at the scene of an emergency during situations that go beyond routine, single agency response.

If a response to a disaster exceeds the capabilities of the Town of Timnath, the responsible jurisdiction will request resources through mutual aid agreements (usually discipline specific, such as fire, law enforcement, emergency medical services, or public works). When local resources and mutual aid resources are exhausted, the agency with jurisdiction may request aid through the County Emergency Operations Center.

The Emergency Operations Plan is based on the concept that emergency response functions will generally parallel the normal operations of the Town of Timnath. To the extent possible, the same personnel should be utilized in both cases. Day-to-day functions which would not contribute to emergency operations may be suspended for the duration of the emergency and recovery period. Resources normally required for day-to-day operations may be redirected for accomplishment of emergency tasks.

G. Direction, Control and Coordination

Management of an emergency is a collection of activities related to ensuring that the Incident Commander possesses the resources to accomplish the objectives of the Incident Action Plan for any operational period and that accurate information is available to all participants. Emergency responders from one or both jurisdictions will respond to an emergency / disaster, establish incident command, maintain tactical control of response assets and resources and undertake mitigation activities in accordance with their respective standard operating procedures or standard operating guidelines and this plan. Town staff will provide
resource and coordination assistance to Incident Command as requested and needed to manage the incident.

H. Organization

All incidents will be organized using the Incident Command System (ICS) as part of the National Incident Management System (NIMS). The ICS is a standard, on-scene, all-hazard incident management system. ICS allows users to adopt an integrated organizational structure to match the needs of single or multiple incidents. ICS can be expanded or contracted depending upon the degree of need during an incident.

I. Assignment of Responsibilities

Municipalities have emergency functions in addition to their normal operations. Each department within the jurisdiction should develop and maintain its own emergency procedures. Each department shall maintain a list of outside resources and contacts in the event that the jurisdictions resources and automatic and mutual aid are exhausted.

The following is a brief summary of individual employee positions and their responsibilities:

- Town Manager – Initiate operation of Town’s Emergency Operation Center and coordinate with County EOC. Coordination of continuity of operations and support for incident command requests. Communication with Mayor and elected officials.
- Mayor – communication with Town Council, press and residents in coordination with the County PIO if activated. Sign emergency documents, requests for funding or assistance as needed.
- Finance Director – assure there is access to funding, credit cards, or other monetary sources to allow functioning of operations and acquisition of
resources. Detailed accounting and record keeping of any and all expenses related to the disaster event.

- Town Clerk – processing of necessary documentation for emergency action and requests by Town Council or Mayor.
- Town Council – declaration of disaster and giving Mayor (or Town Manager in Mayor’s absence) authority to act as needed to assure resources and continuity of government.
- Town Attorney – preparation of necessary resolutions and/or ordinances for Town Council action or later ratification.
- Police Chief – coordinate with Larimer County Sheriff or other law enforcement or emergency personnel as needed to support incident command.
- Public Works Director – coordinate with Police Chief and others on logistics of needed resources and their deployment.
- Administrative Staff – provide whatever support is necessary including copying services, printing, emailing, etc. Manage the Town’s Emergency Operations Center (EOC) and provide staff with food, paper or any materials needed allowing the EOC to smoothly function.
- Community Development Director – coordinate with contracted building safety staff to conduct damage assessment or structure inspections if needed.

J. Continuity of Government

A major disaster could result in loss of life and property, the death or injury of key government officials, and/or the partial or complete destruction of established seats of government, and the public and private records essential to continued operation of government and industry. To help preserve law and order and to continue/restore local services, it is essential that units of government continue to function during or following an incident. Responsible government at all levels provides continuity of effective leadership, authority and adequate direction of emergency and recovery operations.
During a disaster the Mayor may issue a declaration of disaster giving the Mayor or Town Manager authority to waive purchasing or other procedures, authorize the Town Manager to exceed his/her spending authority as necessary or to submit requests for aid and assistance to the Larimer County Emergency Manager. Said declaration will be filed with the Town Clerk and the Board of Larimer County Commissioners and a copy to the Larimer County Emergency Manager.

In a disaster, however, people may be dealing with issues related to their own homes and families. As a result, it may be necessary for others to step into roles.

The following is the list of key people who will assume responsibility in another’s absence:

- In the Town Manager’s absence, the Public Works Director will assume the Manager’s responsibilities.
- In the Mayor’s absence, the Mayor-Pro Tem will assume the Mayor’s responsibilities.
- In the Finance Director’s absence, the Town Accountant will assume the Director’s responsibilities.
- In the absence of the Town Clerk, the Mayor shall appoint an alternate.
- In the absence of the Town Attorney, an alternate member of the Town Attorney’s firm will assume his/her responsibilities.
- In the absence of the Police Chief, a Timnath officer designated by the Police Chief or Town Manager will assume the Chief’s responsibilities.
- In the absence of the Public Works Director, the Town Engineer will assume those responsibilities.
- In the absence of the Community Development Director, the Timnath Building Official will assume the responsibilities.

Lastly, a “Continuity of Government Plan” is attached hereto. Each department, however should also create a continuity plan to be implemented in the case of a disaster.

K. Administration and Support
During an emergency or disaster, the Town of Timnath shall determine, if necessary, what normal administrative procedures shall be suspended, relaxed or made optional in order to prevent unnecessary impediments of emergency operations and recovery activities. Such action should be carefully considered, and the consequences should be projected realistically.

**Finance**

A major disaster or emergency may require the expenditure of large sums of local funds. Financial operations may be carried out under compressed schedules and intense political pressures, which will require expeditious actions, which still meet sound financial management and accountability requirements. The Town of Timnath’s purchasing procedures provide for emergency actions including purchases and suspension of certain procedures if warranted.

Requests for County, state or federal assistance, including the Colorado National Guard, shall be made to the County Office of Emergency Management or the County EOC. All requests shall be made by the Police Chief, Sheriff’s Office or by an elected official duly authorized by the Town Council.

**Logistics**

When the Town of Timnath has exhausted mutual aid opportunities it shall engage the Larimer County EOC for assistance. Larimer County EOC and Town of Timnath EOC shall develop and maintain a current database of locally available resources and their locations. The database shall include public and available private equipment, and personnel with special technical skills, pertinent to the anticipated needs of the local jurisdiction.

The Colorado State Division of Homeland Security and Emergency Management, in coordination with other state departments, will facilitate logistical support for emergency operations (i.e. provide supplies and equipment) that the county is unable to procure or acquire.

**Mutual Aid Agreements and Compacts**

No single local jurisdiction will have all the personnel, equipment, and materials required to cope with a major emergency or disaster. Necessary additional
assistance may be rendered through mutual aid agreements, which provide for obtaining additional resources from non-impacted inter/intra-jurisdictional governmental agencies and other organizations. Mutual aid agreements are an essential component of emergency management planning, response, and recovery activities. These agreements can significantly increase the availability of critical resources and improve response and recovery efforts.

According to Title 24, Article 33.5, Part 700, Colorado Revised Statutes, as amended; it is the responsibility of local government to ensure that local emergency operations plans contain adequate provisions for the rendering and the receipt of mutual aid.

The Town has several mutual aid agreements that are attached as an addendum to this plan.

L. Plan Development, Maintenance and Implementation

The Emergency Operations Plan, annexes and appendices, and subsequent revisions, supersede all previous editions and is effective upon signing by the Town of Timnath, Town Council, for planning, training and exercising, and preparedness and response operations. The Town Manager shall be responsible to review this plan regularly. The Town Manager shall update the plan as required and shall conduct drills and exercises in order to identify deficiencies and maintain an adequate level of readiness.

Section 3: EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURE

The Base Plan of the Emergency Operations Plan has hereby been reviewed and approved by the Town of Timnath, Town Council this 12th day of July, 2016, and will be added to the Comprehensive Emergency Management Plan for Larimer County.
SIGNATURE PAGE

BY: _____________________________
   April D. Getchius, Town Manager

By: _____________________________
   Police Chief

< END – BASE PLAN>
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 63, SERIES 2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is "An Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance (the "Agreement"); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 11, 2014,

TOWN OF TIMNATH, COLORADO

Jill Grossman, Belisle, Mayor

ATTEST:

Milissa Peters, Town Clerk

[Seal]
INTERGOVERNMENTAL AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among the governmental entities who are signatories hereto, all being governmental entities lying within or in close proximity to northern Colorado, and each a Party (referred to herein as the “Party” or the “Parties”), agreeing as follows:

I. Purpose
Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or man-made, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs. This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to “Disasters”, “State of Emergency”, or “Local Emergency” as those terms are defined in Title 24, Article 33.5, Part 7, Colorado Revised Statutes.

II. Authority
The authority for this Agreement 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, et seq., C.R.S., as amended.

III. Term
This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section VIII, below.

IV. Request for Assistance and Mutual Aid
a. In the event any Party determines a need for aid from any other Party in light of an emergency or disaster, such Party may request aid from any other Party as follows:
   i. A request for assistance may be for any type of assistance or aid that the Requesting Party (“Requesting Party”) may deem necessary to respond to an emergency or disaster situation within its jurisdiction.
   ii. A Requesting Party’s request for aid will be made through its Emergency Operations Center (EOC) or emergency management staff to the EOC or emergency management staff of any other Party. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel

requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.

V. Response to Request for Assistance and Mutual Aid
   a. Upon receipt of a request for assistance, any other Party (Responding Party) may, in its sole discretion, provide personnel, equipment, or other assistance to the Requesting Party.
   b. Any Responding Party reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time and will, if practicable, give the Requesting Party at least twenty-four (24) hours advance notice.

VI. Command & Control
   a. It is the intent and Agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
   b. 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 and Requesting Parties’ EOCs will track the status of the appropriate resources accordingly in WebEOC.

VII. Release of Resources
Personnel and equipment of a Responding Party shall be released by the Requesting Party’s Incident Commander when the assistance is no longer required; or when the Responding Party requests the return of such resources. The release of all resources shall be communicated and documented through the appropriate EOC and resource management system.

VIII. Reimbursement and Compensation
   a. First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, during the first twelve (12) hours from the time of the initial dispatch tone or request to a Responding Party, the Requesting Party will not incur any personnel or equipment charges from any Responding Party (Non-Reimbursable Costs).
   b. After the First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, after the first twelve hours from the time the Responding Party first dispatches personnel or equipment to the Requesting Party, the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):
      i. Personnel Costs. Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.
Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.

iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.

c. Tracking Reimbursable Costs. Tracking of personnel time, work/rest, and equipment costs shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both parties.

d. Reimbursement. The reimbursement of any Responding Party is not contingent on the Requesting Party’s eligibility for or receipt of reimbursement from any federal or state agency. The Parties acknowledge that a Requesting Party will pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form, but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

Payment. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. The Requesting Party must pay the invoice in full on or before the forty-fifth (45th) day following the billing date. Any amounts unpaid on the forty-sixth (46th) day following the billing date will be delinquent, and from that date forward will accrue interest at 2% per annum plus the bank prime loan rate in effect on the first date of delinquency, as reported in the Federal Reserve Statistical Release H.15, www.federalreserve.gov/releases/H15/update/. Delinquent interest will be computed on an actual days/actual days basis. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources is pending and likely to occur.
e. **Financial Obligations.** Pursuant to Colorado law, the Requesting Party’s financial obligations under this Agreement, if any, are subject to and contingent upon its annual appropriation.

IX. **Additional Responsibilities**

a. **Agency Policy and Procedures.** Each Party’s personnel are responsible for following their agency’s administrative policies and procedures. The partied hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker’s compensation benefits for its own personnel.

b. **Compliance with All Applicable Laws.** Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.

c. **Provisions for Responding Personnel.** Within the written request for resources, the Agreement shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.

d. **Nondiscrimination.** No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs, or any other unlawful basis.

X. **Disaster Planning and Interagency Cooperation**

a. 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 Agreement, the Parties agree to do the following:
   
   i. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. The Parties agree to cooperate in the development of each Party’s Emergency Operations Plans.

   ii. Participate in the 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.

   iii. Provide a liaison to the county EOC during incidents that affect two or more Parties 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.

XI. Termination
Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

XII. Non-Liability
This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement. Each Party retains all of the protections afforded by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XIII. Integration and Amendments
This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties’ authorized representatives.

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

XV. No Third Party Beneficiary
This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any Third Party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XVI. 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.

XVII. 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 Agreement and shall not be construed to affect in any manner the terms and provisions herein.

XVIII. Becoming a Party to this Agreement
Each Party agrees to allow any other governmental jurisdictions, as defined under Colorado law, to join in this Agreement after formal approval by the prospective Party’s governing body and notification by the Larimer County Office of Emergency Management of such action to each of the other Parties to this Agreement. To the extent that local government entities outside of Larimer County choose to join in this Agreement, notification shall also be provided to office of emergency management in the county where the entity is located.

XIX. Execution
This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of signature pages shall be provided to each Party jurisdiction, and such copies shall have the full force and effect as if they were originals. A copy of the full Agreement will provided to the Colorado State Division of Homeland Security and Emergency Management.

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

JURISDICTION:

Jill Grossman-Belisle

By:

Title:

Mayor

Date: 11-11-14

ATTEST AS TO SIGNATURES:

Title:

Town Clerk

Date: 11-11-14
TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 50, SERIES 2016

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is a Mutual Aid Agreement For Disaster-Emergency Mutual Aid And Disaster-Emergency Funding Assistance; and

WHEREAS, the Town Council has approved a similar agreement with governmental agencies in the County; and

WHEREAS, the attached agreement provides similar mutual aid assistance but with non-governmental agencies such as schools, hospitals and volunteer agencies; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters, CMC
Town Clerk
MUTUAL AID AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among emergency services and emergency management partners who are signatories hereto, all being entities lying within or in close proximity to Larimer County, Colorado, and each a Party (referred to herein as the “Party” or the “Parties”), agreeing as follows:

I. Purpose
This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to “Disasters” or “State of Disaster Emergency” or “Local Disaster Emergency” as those terms are described in Title 24, Article 33.5, Part 7, Colorado Revised Statutes. Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or human-caused, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs.

II. Authority
The authority for this Agreement is Section 24-33.5-705.4, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, et seq., C.R.S., as amended.

III. Term
This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section XI, below.

IV. Request for Assistance and Mutual Aid
a. In the event any Party determines a need for aid from any other Party in light of an emergency or disaster, such Party may request aid from any other Party as follows:
   i. A request for assistance may be for any type of assistance or aid that a Party (“Requesting Party”) may deem necessary to respond to an emergency or disaster situation within its jurisdiction or area of responsibility.
   ii. A Requesting Party’s request for aid will be made through its Emergency Operations Center (EOC) or emergency management staff to the EOC or emergency management staff of any other Party. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel

V. Response to Request for Assistance and Mutual Aid
   a. Upon receipt of a request for assistance, any other Party (Responding Party) may, in its
discretion, provide personnel, equipment, or other assistance to the
Requesting Party.
   b. Any Responding Party reserves the right to recall its personnel, equipment,
materials, supplies and other resources at any time and will, if practicable, give
the Requesting Party at least twenty-four (24) hours advance notice.

VI. Command and Control
   a. It is the intent and agreement of the Parties that the command structure and
exchange of mutual aid provided for in this Agreement conform to the current
standards of practice of the National Incident Management System (NIMS) and
the Incident Command System (ICS).
   b. Parties responding with available resources and personnel will confer with the
Requesting Party’s EOC or Incident Command Post (as applicable) and report to
the staging area designated by the Requesting Party. The Responding and
Requesting Parties’ EOCs will track the status of the appropriate resources.

VII. Release of Resources
Personnel and equipment of a Responding Party shall be released by the Requesting
Party’s Incident Commander when the assistance is no longer required; or when the
Responding Party requests the return of such resources. The release of all resources
shall be communicated and documented through the appropriate EOC and resource
management system.

VIII. Reimbursement and Compensation
   a. Each agency will assume responsibility for its own expenses related to the
provision of mutual aid for the first 12 hours of the first operational period, unless
negotiated otherwise by the agencies. The first operational period is measured
from the time of the initial dispatch, tone or report of an incident to a response
agency.
   b. After the First Twelve Hours of Response. Unless otherwise agreed in advance
by the involved Parties, after the first twelve hours of the incident the Requesting
Party shall reimburse the Responding Party for the following costs associated
with the response (Reimbursable Costs):
   i. Personnel Costs. Personnel costs, including salaries, hourly wages,
overtime, and costs of fringe benefits.
   ii. Equipment. An amount for the use of the Responding Party’s equipment
during the period of assistance according to the Schedule of Equipment
Rates established and published by the Federal Emergency Management
Rates for equipment not referenced on the FEMA Schedule of Equipment
Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.

iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus reasonable handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage shall be treated as expendable supplies for purposes of cost reimbursement.

c. Tracking Reimbursable Costs. Tracking of personnel time, work/rest, and equipment use shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both Parties.

d. Reimbursement. The reimbursement to any Responding Party is not contingent on the Requesting Party’s eligibility for or receipt of reimbursement from any federal or state agency or third party. The Parties acknowledge that a Requesting Party may pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form, but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

Payment. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. The Requesting Party must pay the invoice in full on or before the forty-fifth (45th) day following the billing date. Any amounts unpaid on the forty-sixth (46th) day following the billing date will be delinquent, and from that date forward will accrue interest at 2% per annum plus the bank prime loan rate in effect on the first date of delinquency, as reported in the Federal Reserve Statistical Release H.15, www.federalreserve.gov/releases/H15/update/. Delinquent interest will be computed on an actual days/actual days basis. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources or third party is pending and likely to occur.
Financial Obligations. Pursuant to Colorado law, any multi-fiscal year obligations of any Party that is a governmental agency are subject to and contingent upon its annual appropriation.

IX. Additional Responsibilities
a. Agency Policy and Procedures. Each Party’s personnel are responsible for following their agency’s administrative policies and procedures. The Parties hereto enter into this Agreement as separate and independent entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker’s compensation coverage for its own personnel.

b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.

c. Provisions for Responding Personnel. The written request for resources shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request for resources as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.

d. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, sexual orientation, ancestry, marital status, creed, religion, disability, political affiliation or beliefs, or any other unlawful basis.

X. Disaster Planning and Interagency Cooperation
a. 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 Agreement, the Parties agree to do the following:

i. Prepare and keep current emergency planning documents, including jurisdictional or agency disaster response plans and recovery plans.

ii. To the extent possible, participate in the 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.

iii. When possible, provide a liaison to the county EOC during incidents that affect two or more Parties 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.

XI. Termination
Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

XII. Non-Liability
This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, or any equipment, as a result of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any benefits or protections that may be available to any Party by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XIII. Integration and Amendments
This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties’ authorized representatives.

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

XV. No Third Party Beneficiary
This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted to any Party under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq., as the same may be amended from time to time.

XVI. 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.

XVII. 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 Agreement and shall not be construed to affect in any manner the terms and provisions herein.

XVIII. **Becoming a Party to this Agreement**
Each Party agrees to allow any other entity, including government and non-government emergency response and recovery partners, to join in this Agreement after formal approval by the prospective Party and notification by the Larimer County Office of Emergency Management of such action to each of the other Parties to this Agreement. To the extent that entities outside of Larimer County choose to join in this Agreement, notification shall also be provided to the office of emergency management in the county in which the entity is located.

XIX. **Execution**
This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of signature pages shall be provided to each Party, and such copies shall have the full force and effect as if they were originals. A copy of the full Agreement will be provided to the Colorado State Division of Homeland Security and Emergency Management.

As outlined in the foregoing Mutual Aid Agreement, the below Party executes this Agreement on the most recent date indicated below.

**PARTY:** **Town of Timnath**

**By:**

**Title:** Mayor

**Date:** June 28, 2016

**ATTEST AS TO SIGNATURES:**

**Title:** Town Clerk

**Date:** June 28, 2016