AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Emergency Mutual Aid and Assistance Agreement for Local Colorado Public Health Agencies

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Co. BOCC & local CO. Public Health Agencies

Term Begins: when signed **Term Ends:** **Grant Contract #:**

Summary:
CO. Disaster Emergency Act requires each local Public Health agency to sign a uniform MAA. This was done in 2001. This updated agreement is the same language as was previously signed.This agreement provides for cooperation and coordination of activities relating to preparedness for, mitigation of, response to and recovery from public health impacts of a disaster. This is also necessary for FEMA reimbursement.

Fiscal Impact: N/A

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/22/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/22/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/5/2014 Follow Up Agenda Date:

Revised April 2013

EMERGENCY MUTUAL AID AND ASSISTANCE AGREEMENT FOR LOCAL COLORADO PUBLIC HEALTH AGENCIES

THIS AGREEMENT is made and entered into by and between each of the local Colorado public health agencies that adopts and signs this Agreement.

RECITALS

A. The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716, C.R.S. (the "CDEA"), was established for the purposes stated in § 24-33.5-702, C.R.S. Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.

B. The Colorado Board of Health (the "Board") adopted rules and regulations (the "Board Regulations") pertaining to preparations for an emergency epidemic, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2. of the Board Regulations, 6 CCR 1009-5, at Regulation 1, required each county and district public health department in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and district public health departments that obligates the county or district public health department to render aid and assistance during an emergency epidemic, unless the county or district public health department needs to withhold resources necessary to provide reasonable protection within its own jurisdiction.

C. In keeping with the purposes of the CDEA as stated in § 24-33.5-702, C.R.S. and Regulation 1. of the Board Regulations, this Agreement is intended to:

1. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster;

2. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;

3. Provide for the rapid identification of potential public health threats created by a disaster; and

4. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster.

D. Under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of county and district public health departments to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.

E. In addition to the state of Colorado, the Federal Emergency Management Agency ("FEMA") has recognized the importance of local governments coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

F. The county and district public health departments which have chosen to become parties to this Agreement wish to provide mutual aid and assistance among one another pursuant to the terms and conditions of this Agreement in the event of a local or State disaster that is officially declared as a disaster emergency pursuant to applicable law.

NOW, THEREFORE, based on the foregoing recitals, and in consideration of the mutual agreements contained herein, and subject to the terms and conditions stated herein, the undersigned parties agree as follows:

SECTION I. DEFINITIONS

1. As used in this Agreement, the following terms have the meanings stated below.

a. "Agreement" means this Emergency Mutual Aid and Assistance Agreement for Local Colorado Public Health Agencies.

b. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the public health impacts of a disaster.

c. "Authorized representative" means a party's employee or agent who has been authorized in writing by that party to request or to offer to provide aid and assistance under the terms of this Agreement. The list of authorized representatives for each party signing this Agreement shall be attached to the executed copy of this Agreement. Any change by a party to its list of designated authorized representatives shall be made by giving notice of such change pursuant to the notice provisions of paragraph 43 below.

d. “Bioterrorism” means the intentional use of microorganisms or toxins of biological origin to cause death or disease among humans or animals.

e. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action,

hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.

f. "Emergency epidemic" means cases of an illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins.

g. “Local agency” means a county, district or municipal agency established pursuant to § 25-1-506, C.R.S., charge with coordinating all public health activities within its jurisdictional boundaries, and includes, without limitation , a county public health agency, a municipal public health agency, and a district public health agency.

h. "Pandemic influenza" means a widespread epidemic of influenza caused by a highly virulent strain of the influenza virus.

i. "Party" means a governmental entity which has adopted and signed this Agreement.

j. "Provider" means a party which has agreed to provide aid and assistance under the terms of this Agreement.

k. "Recipient" means a party which has agreed to accept all or part of the aid and assistance offered by a Provider under the terms of this Agreement.

l. “Requesting Party” means a party which has requested aid and assistance under the terms of this Agreement.

m. “Solicited Party” means a party which has received a request for aid and assistance under the terms of this Agreement.

SECTION II. CONDITIONAL OBLIGATION TO PROVIDE AID AND ASSISTANCE; NO RIGHT OF ACTION FOR THIRD PARTIES

2. This is a reciprocal agreement. Each party understands and agrees it may be requested by another party to be a Provider. It is also mutually understood and agreed that each party's foremost responsibility is to the persons within its jurisdictional boundaries. Accordingly, the provisions of this Agreement shall not be construed to impose an unconditional obligation on any Solicited Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Solicited Party may inform the Requesting Party that it is unable to provide all or part of the aid and assistance requested.

3. Given the finite resources of any party and the potential for each party to be unavailable to provide aid and assistance at a given point in time, the parties may enlist other entities in mutual aid and assistance efforts. Notwithstanding such circumstances, the parties recognize there are meritorious reasons for entering into this Agreement, and the parties shall attempt to provide aid and assistance in accordance with the terms of this Agreement to the fullest extent possible.

4. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific person. Accordingly, this Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person not a party to this Agreement, and any such person

shall have no right of action under this Agreement for any cause whatsoever.

SECTION III. PROCEDURES FOR REQUESTING AID AND ASSISTANCE

5. Whenever the terms "Provider," "Recipient," "Requesting Party," or "Solicited Party" are used in this Agreement, the reference shall include any of that party's authorized representatives.

6. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Requesting Party. When the Requesting Party becomes affected by a disaster and deems its resources inadequate, it may request aid and assistance. All requests for aid and assistance shall be made and transmitted as set forth in paragraphs 7 and 8 below.

7. A Requesting Party shall make requests for aid and assistance using one of the following two options:

a. Requests Routed Through the Requesting Party's Local Agency: A Requesting Party may directly contact the Local Agency within its jurisdictional boundaries, in which case it shall provide the Local Agency with the information in paragraph 8 below. The Local Agency shall then contact other parties on behalf of the Requesting Party to request and coordinate the provision of aid and assistance.

b. Requests Made Directly to Solicited Party: A Requesting Party may directly contact a party to request aid and assistance, providing the information in paragraph 8

below. In such cases, all communications shall be conducted directly between the Requesting Party and the Solicited Party. However, the Requesting Party and the Solicited Party shall be responsible for advising Local Agencies within their respective jurisdictional boundaries in a timely manner of the status of the request for aid and assistance.

8. Each request for aid and assistance shall be made verbally, to be followed up by a written request as soon as reasonable feasible, via electronic transmission , or in writing, containing the following information, to the extent known, and be accompanied by a copy of a declaration of a local disaster emergency under § 24-33.5-709 C.R.S., or a disaster emergency under § 24-33.5-704(4) C.R.S.:

a. Stricken Area and Status: A general summary describing the cause of the disaster, the scope of the area impacted by the disaster, the condition of the affected community or communities (*i.e.*, whether the disaster is imminent, in progress, or has already occurred), and the extent of injury or damage sustained as of the date the request for aid and assistance is made;

b. Services to Be Supported: Identification of the service function(s) for which aid and assistance is needed;

c. Aid and Assistance Needed: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

d. Facilities: The need for sites, structures, or buildings outside the Requesting Party's geographical limits to serve as relief centers or staging areas for incoming emergency supplies and services; and

e. Meeting Time and Place: An estimated date and time and a specific place for the Recipient and Provider to first meet to coordinate the delivery and deployment of the aid and assistance.

9. The Recipient shall be responsible for coordinating with the Local Agency within the Recipient's jurisdictional boundaries requests for State and/or federal assistance that is separate and apart from aid and assistance rendered under the terms of this Agreement.

SECTION IV. SOLICITED PARTY'S ASSESSMENT OF AVAILABLE RESOURCES AND ABILITY TO RENDER ASSISTANCE

10. When contacted by a Requesting Party/Local Agency, the Solicited Party shall assess its own local situation in order to determine the availability of its personnel, equipment, and other resources to provide aid and assistance. If the Solicited Party determines it has available resources to provide aid and assistance, it shall so notify the Requesting Party/Local Agency (whichever communicated the request) promptly by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, but in no event more than twenty-four (24) hours after its receipt of the request. Such notice shall be given by completing and delivering to the Requesting Party/Local Agency, by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, a written or verbal acknowledgment, to be followed up in writing as soon as reasonably feasible, in the form shown as Exhibit 2 to this

Agreement, regarding the assistance to be rendered. The acknowledgment shall contain the following information:

a. A description of the personnel, equipment, and other resources available to address the needs stated in the request for aid and assistance;

b. The projected length of time such personnel, equipment, and other resources will be available to serve the Recipient;

c. The estimated time when the assistance being provided will arrive at the location designated by the Recipient; and

d. The name of each person to be designated as the Provider's supervisory personnel.

11. When a request for aid and assistance has been submitted to a Local Agency acting on behalf of a Requesting Party, the Local Agency shall forward to the Requesting Party, by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, the Provider's written or verbal acknowledgment to be followed up in writing as soon as reasonably feasible of aid and assistance to be rendered. The Local Agency shall forward the acknowledgment promptly, by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, but in no event more than twenty-four (24) hours after its receipt from the Provider.

12. The Requesting Party/Local Agency shall respond to a Provider's written acknowledgment of aid and assistance to be rendered by signing and promptly returning a copy of the acknowledgment to the Provider by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, indicating acceptance or rejection of all or a specific part of the aid and assistance offered. Such

response shall be promptly delivered to the Provider, but in no event more than twenty-four (24) hours after the Requesting Party's/Local Agency's receipt of the Provider's acknowledgment.

13. If a Solicited Party determines in good faith it does not have resources available to satisfy a request for aid and assistance, the Solicited Party shall complete a written acknowledgment, whether on the request form received from the Requesting Party/Local Agency or on another form, notifying the Requesting Party/Local Agency of its rejection of the request for aid and assistance. Such notice shall include a detailed explanation of the reasons why the Solicited Party must reject the request for aid and assistance. Such notice shall be promptly delivered to the Requesting Party/Local Agency by the most efficient and practical means of transmission available among those provided for in paragraph 43 below, but in no event more than twenty-four (24) hours after the Solicited Party's receipt of the request.

SECTION V. SUPERVISION AND CONTROL

14. A Provider shall designate supervisory personnel among its employees sent to render aid and assistance to a Recipient. As soon as practicable, the Recipient shall assign work tasks to the Provider's supervisory personnel, and unless otherwise mutually agreed to in writing, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. The Recipient shall provide necessary credentials to the Provider's personnel, as authorized by law, authorizing them to operate on behalf of the Recipient.

15. Based upon the work tasks assigned by the Recipient, the Provider's supervisory personnel shall:

a. Have the authority to assign work and establish work schedules for the Provider's personnel;

b. Maintain daily personnel time records, material records, and a log of equipment hours; and

c. Report work progress to the Recipient at intervals mutually agreed upon in writing.

16. Direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units. If this is not possible, the Provider shall promptly notify the Recipient of such circumstances.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY;

RECALL

17. Unless otherwise mutually agreed to in writing, the duration of a Provider's aid and assistance shall be for an initial period of seven (7) days, beginning from the date the Provider’s aid and assistance commences at the stricken site. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a period mutually agreed upon in writing.

18. The Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide aid and assistance to persons within its jurisdictional boundaries if circumstances so warrant. The Provider shall make a good faith effort to give at least twenty- four (24) hours advance written notice to the Recipient of the Provider's

intent to recall its aid and assistance. If such notice is not practicable, the Provider shall give the Recipient as much advance written notice as is reasonable under the circumstances.

SECTION VII. REIMBURSEMENTS

19. The terms and conditions governing reimbursement for any aid and assistance provided under this Agreement shall be governed by the following provisions, unless otherwise mutually agreed to in writing. Except as otherwise provided below, a Recipient shall pay to the

Provider all costs and expenses identified in this Section VII, evidenced in writing and incurred by the Provider in furnishing aid and assistance to the Recipient.

20. Personnel: During the period of aid and assistance, the Provider shall continue to pay its employees who are engaged in providing aid and assistance to the Recipient according to the Provider's then prevailing ordinances, rules, and regulations. The Recipient shall reimburse the Provider for all direct and indirect payroll costs and expenses for such employees, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles ("GAAP"). However, as stated in Section IX of this Agreement, the Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees.

21. Travel Costs of Provider's Traveling Personnel: Unless otherwise mutually agreed to in writing, the Recipient will pay for all reasonable out-of-pocket travel costs and expenses of Provider's personnel who are part of the aid and assistance furnished. Such travel costs shall include, without limitation, expenses for travel to and from the stricken area. Further, the Recipient shall provide food and lodging to the Provider's personnel during the term of their assignment. If the Recipient cannot provide such food and/or

lodging at the stricken area, it shall specify in its request for aid and assistance that personnel who will provide their own food and/or lodging are needed. Reimbursement will be based on the Provider's usual and customary means of recuperating costs, unless otherwise agreed to in writing by the Provider and the Recipient.

22. Equipment: A Provider shall be reimbursed by the Recipient for the use of its equipment during the period of aid and assistance according to either a pre-established local or State hourly rate. For those instances in which costs are reimbursed by FEMA, the FEMA-eligible direct costs shall be determined in accordance with 44 CFR § 206.228. The Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe, operational condition. At the request of the Provider, fuel, miscellaneous supplies, and minor repairs may be provided by the Recipient, if practical. The total equipment charges to the Recipient shall be reduced by the total cost of all fuel, supplies, and repairs furnished by the Recipient and by the amount of any insurance proceeds received by the Provider for damage to or loss of such equipment.

23. Materials And Supplies: A Provider shall be reimbursed by the Recipient for all materials and supplies furnished by it and used or damaged during the period of aid and assistance, except for the cost of fuel, maintenance materials, and supplies related to the operation and use of equipment, which shall be included in the equipment rate established in paragraph 22 above, unless such damage is caused by the gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Provider's personnel. The Provider's personnel shall use reasonable care under the circumstances in the operation, use and control of all materials and supplies used by them during the period of aid and

assistance. The measure of reimbursement for materials and supplies shall be determined in accordance with 44 CFR

§ 206.228. In the alternative, a Provider and Recipient may agree in writing that the Recipient will replace, with like kind and quality as determined by the Provider, all of the materials and supplies used or damaged.

24. Record Keeping: The Provider shall maintain records and submit invoices for reimbursement by the Recipient using the format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Upon a Provider's written request, the Recipient shall promptly provide such information, directions, and assistance to the Provider as may be necessary to maintain and submit invoices for reimbursement of aid and assistance provided under this Agreement.

25. Payment; Other Miscellaneous Matters as to Reimbursements: An invoice for reimbursement of costs and expenses for aid and assistance furnished under this Agreement shall be submitted by the Provider to the Recipient as soon as practicable after the costs and expenses are incurred, but no later than sixty (60) days after the period of assistance terminates; provided, however, if the deadline for identifying damage is extended in accordance with 44 CFR Part 206, the request must be submitted no later than sixty (60) days after such extended deadline for identifying damage. The Recipient shall pay the invoice and/or advise of any disputed items no later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. These provisions shall not preclude a Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources furnished to a Recipient.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

26. A Provider's employees who are rendering aid and assistance pursuant to this Agreement shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdictional limits of the Provider, except as may be limited by law.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

27. A Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees under the terms of this Agreement

due to personal injury or death occurring at any time such employees are engaged in rendering aid and assistance under this Agreement. The Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only, and the Recipient will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only.

SECTION X. IMMUNITY

28. The parties to this Agreement are all governmental entities providing governmental services under this Agreement and do not intend to waive their governmental immunity by entering into this Agreement or performing under its terms. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act, §§ 24-10-101 through 24-10-120, C.R.S., and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of

any third party.

SECTION XI. LIABILITY

29. Each party to this Agreement shall be an independent contractor, and no party, nor such party's officers, employees, or agents shall be deemed to be an agent of any other party. Except as otherwise specifically provided herein, each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, directly or indirectly, of any performance under this Agreement. Each party is responsible for its own negligence and that of its own officers, employees, and agents to the extent provided in the Colorado Governmental Immunity Act and

§ 24-33.5-711.5, C.R.S. As stated in paragraph 28 above, nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third party.

SECTION XII. PERFORMANCE SUBJECT TO ANNUAL APPROPRIATION

30. The performance of any obligations under this Agreement is expressly subject to annual appropriation of sufficient funds by each party's respective governing body to enable such party to respond to requests for aid and assistance made under this Agreement.

31. The obligations of each party under this Agreement, or any extension, renewal, or amendment thereof, shall extend only to monies appropriated each fiscal year for the purposes of this Agreement by such party's governing body, paid into that party's treasury, and encumbered for the purposes of this Agreement. The parties acknowledge that

(i) no party by this Agreement pledges present cash reserves for payment or performance in the current or future fiscal years, and (ii) this Agreement does not create, nor is it intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any party.

SECTION XIII. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

32. This Agreement shall be binding on each party for not less than one (1) year from its effective date, unless a party withdraws from the Agreement upon at least sixty (60) days' advance written notice as set forth below. Thereafter, this Agreement shall continue to be binding on each party in subsequent years, unless a party withdraws from the Agreement by written notice to all parties to this Agreement. Such withdrawal shall not be effective until sixty

(60) days after notice thereof has been given by the withdrawing party to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement prior to the effective date of withdrawal. Once the withdrawal is effective, the withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XIV. AMENDMENTS

33. This Agreement may be modified at any time upon the mutual written consent of all parties.

34. Additional municipal, county and district public health departments may become parties to this Agreement by adopting and signing this Agreement.

SECTION XV. HEADINGS

35. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

36. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each party declares it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's clauses, sentences, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), paragraph(s), or other part(s) invalidated.

37. In the event parties to this Agreement have entered into other mutual aid and assistance contracts relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster, those parties agree that to the extent a request for aid and assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. MISCELLANEOUS

38. This Agreement constitutes the entire Agreement of the parties regarding the subject matter referred to in it. As such, it supercedes any and all prior oral and/or written agreements of the parties regarding the subject matter referred to in this

Agreement.

39. No party may assign its rights or obligations under this Agreement without the prior written consent of all other parties.

40. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

41. The waiver of any breach of a term of this Agreement shall not be construed as a waiver of any other term, nor as a waiver of any subsequent breach of the same term.

42. The laws of the state of Colorado shall be applied in interpreting, executing, and enforcing this Agreement.

43. Any notice, request, acknowledgment, or similar communication required or permitted under this Agreement shall be transmitted by personal delivery, certified U.S. mail, overnight delivery by Federal Express or a similar delivery agent, facsimile transmission, or e- mail transmission to each appropriate party at the address, facsimile number, or e-mail address given in the signature block to this Agreement. Any party may from time to time designate by written notice a substitute address, facsimile number, or e-mail address for such purposes.

44. Each party represents and warrants that the individual(s) signing this Agreement on its behalf is/are duly authorized to act on behalf of that party to enter into this Agreement and

to bind that party to this Agreement, and that such authority has been duly approved by that party's governing body.

45. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

SECTION XVIII. EFFECTIVE DATE

46. As to each party, this Agreement shall take effect upon the date it duly signs this Agreement.

SECTION XIX. CUSTODIAN OF AGREEMENT

47. The parties to this Agreement agree that the Colorado Department of Public Health and Environment ("CDPHE") shall act as custodian of the executed original and any executed counterparts of this Agreement. The CDPHE's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original, any executed counterparts of, and any amendments to this Agreement, and providing to each party a current list of all of the parties to this Agreement each time a local Colorado public health agency executes this Agreement or withdraws as a party from it. The CDPHE shall not be considered, nor shall it be a party to this Agreement, and shall have no obligations or liability whatsoever to any of the parties to this Agreement or any third persons, except as to the custodial duties expressly stated herein; provided, however, acting as custodian of this Agreement shall not limit or derogate from the CDPHE's obligations and duties otherwise prescribed by applicable law pertaining to disaster prevention, preparedness, response, and recovery.

48. To facilitate the CDPHE's role as custodian of this Agreement, each party shall deliver to the CDPHE a copy of each fully executed Agreement, any executed counterpart thereof, any executed amendment thereof, and any notice of withdrawal there from.

The CDPHE's address for delivery of any of such documents is:

Colorado Department of Health and Environment
Office of Emergency Preparedness and Response
Attention: Lyle Moore
4300 Cherry Creek Drive So.
Denver, CO. 80246-1530

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly signed in its name and on its behalf by its authorized officer, who has signed with the concurrence of such party's governing body as of the date shown below.

Name of Party: Gunnison County

By: _____

County Manager
Name and Title

Address, Fax No., and E-Mail Address for Notices, etc.

200 E Virginia St

Gunnison, CO 81230

Fax No.: 970-641-3061

E-Mail Address: mbirnie@gunnisoncounty.org

Date:_____

APPROVED AS TO FORM:

By: _____

County Attorney
Name and Title

Address: 200 E Virginia St

Gunnison, CO 81230

_____

Counsel for _____

Date: _____

EMERGENCY MUTUAL AID AND ASSISTANCE AGREEMENT

FOR LOCAL COLORADO PUBLIC HEALTH AGENCIES

List of Authorized Representatives to Contact for Emergency Aid and Assistance

Name of Party: Gunnison County

Mailing Address:

200 E Virginia St Gunnison, CO 81230

Date: July 18, 2014

I. PRIMARY REPRESENTATIVE:

Name: Renee Brown, MSW

Title: Director of Health & Human Services

Day Phone: (970) 641-3244 Night Phone: (970) 275-3640

Fax #: (970) 641-373-3738 Pager #: (___) n/a

II. FIRST ALTERNATE REPRESENTATIVE:

Name: Carol Worrall, RN, BSN

Title: Director of Public Health

Day Phone: (970) 641-0209 Night Phone: (970) 901-8116

Fax #: (970)641-8346 Pager #: (___) n/a

III. SECOND ALTERNATE REPRESENTATIVE:

Name: n/a

Title:

Day Phone: (___) _____ Night Phone: (___) _____
Fax #: (___) _____ Pager #: (___) _____