AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County and Delta County Mutual Aid Agreem

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Delta County

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

Summary:

Mutual Aid Agreement between Gunnison County and Delta County

Fiscal Impact:

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/8/2016 Certificate of Insurance Required Yes ◉ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/9/2016

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 6/21/2016

Revised April 2015

GUNNISON COUNTY AND DELTA COUNTY MUTUAL AID AGREEMENT

THIS AGREEMENT FOR MUTUAL AID, hereinafter referred to as "this Agreement," made and entered into this 17th day of April 2016, by and between the following Counties upon their authorized execution of this Agreement hereinafter referred to as "Parties" or singularly as "Party", by and through their respective Boards of County Commissioners.

☐ Gunnison County, Colorado

☐ Delta County, Colorado

WITNESSETH:
WHEREAS, each of the Parties hereto desire to aid and assist each other by the exchange of services and equipment for the purposes of preserving the health, safety and welfare of their inhabitants, and,

WHEREAS, the danger of catastrophes to the public welfare knows no jurisdictional boundary; and,

WHEREAS, the Colorado General Assembly has authorized such intergovernmental mutual aid agreements by the provisions of Sections 29-1-203 and 29-5-101 through 29-5-109, C.R.S.; and,

WHEREAS, the Colorado General Assembly has encouraged local and interjurisdictional disaster agency and service planning in the provisions of Section 24-33.5-707, C.R.S., the "Colorado Disaster Emergency Act"; and,

WHEREAS, each Party will in good faith, make an attempt to assist the other based on the needs of the other Party and specific request; and,

WHEREAS, through greater cooperation in mutual aid, each Party may have greater resources available to aid their community in time of disaster;

NOW, THEREFORE, it is agreed to as follows:

ARTICLE 1 PURPOSE AND SCOPE

1.1 SCOPE

This Agreement shall be effective upon execution of this Agreement by both parties. It is the intent of this agreement that aid be requested for those incidents that exceed the requesting Party's capability to cope or to such extent that the incident affects, or could be expected to affect the other Party. It is expected that other Party will assume a proportional amount of the disaster response, where appropriate.

1.2 TYPES OF ASSISTANCE

Any Party to this Agreement may request aid of the other Party for the purpose of assisting in controlling or combating a disaster, whether man made or naturally occurring. Each of the parties has developed an emergency operations plan ("plan"), both of which are attached hereto, which contain procedures of an operational or administrative nature for responding to emergencies and disasters. Requests for aid will be made in accordance with each party's plan.
Assistance may be requested by either Party, without limitation as to the type of disaster or catastrophe, whether for law enforcement, fire, emergency medical, public health or public works.

1.3 LIMITATIONS

No Party to this Agreement shall be required to make resources, equipment or personnel, or other form of assistance available or render any service to the requesting Party when, by doing so, it would impair the Party's ability to provide effective emergency services within its own service area. The Party requested to provide aid shall determine, in its sole discretion, what resources, services or personnel, if any, can be reasonably provided.

1.4 INCIDENT COMMAND AND CONTROL

No Party to this Agreement shall request assistance of the other Party until it has implemented protocols within its plan to establish an Incident Command System to provide for the safety, logistical needs, and operational direction for the incident or event.

Further, each Party shall assume the responsibility for planning and preparedness with respect to its local jurisdiction.

1.5 ADDITIONAL PARTICIPANTS

This Agreement is intended to serve as an all risk/all hazard agreement for all disciplines with a responsibility with emergency response and/or management capabilities, and whose service areas exist within Gunnison County or Delta County, to the extent that they are participants in each county's plan.

ARTICLE II TERM AND TERMINATION

2.1 TERM AND TERMINATION

The initial term of this Agreement shall commence on the execution of this agreement by all Parties hereto, shall automatically renew for subsequent terms of one calendar year, and shall end when any party wishes to withdraw from this agreement. Review of this document should occur every three years, facilitated by the County Emergency Manager/Coordinator.

Either Party may terminate this agreement with thirty (30) days prior written notice. Written notice shall be served to the other Party's County Office of Emergency Management.

ARTICLE III JURISDICTION AND AUTHORITY TO EXERCISE THIS AGREEMENT

3.1 JURISDICTION

It is understood that the Party providing aid to a requesting Party is in charge of their personnel, equipment and resources and may follow their agency's standard operating procedures to carry out assignments under the Incident Command System. The Party providing aid shall follow the action plan for the incident, as determined by the Incident Commander.

3.2 AUTHORIZATION TO REQUEST AID

When mutual aid is requested, the Parties shall notify each other through the respective Communication Center, Emergency Management Office or Emergency Support Function.

ARTICLE IV INDEMNIFICATION & INSURANCE

4.1 INDEMNIFICATION & LIABILITY

The officers, employees or volunteers of the aiding party shall be and remain officers, employees or volunteers of the aiding party, and no officer, employee or volunteer shall have any pension, compensation, civil service status or other right with respect to the requesting party under any circumstances. Further, the requesting party shall not be called upon to assume any liability for the direct payment of any salary, wage or compensation to any officers, employees, or volunteers of the aiding party. Further, the requesting party shall not be liable for compensation or indemnity to any officer, employee, or volunteer of the aiding party for any injury or illness arising out of services provided under this Agreement.

Nothing in this Agreement shall be construed as a waiver by any party of the protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.RS. Each party shall be responsible for any liability to persons who are not parties to this Agreement arising because of the negligence or tortuous act of that party or its employees, volunteers, or agents from the time they respond to an incident subject to this Agreement until they return to their home jurisdiction. As between the parties, liability arising from the negligence or tortious actions of each party of its employees, volunteers, or agents and resulting in damages to another party is waived by the damaged party and the parties shall hold each other harmless; except that in the case of damages resulting from willful or wanton actions or intentional torts, in which case the party whose acts, or whose employee's acts were willful or wanton or constitute intentional torts shall be liable for the same.

Notwithstanding the other provisions of this Section, the party requesting assistance shall not be responsible for any damages to or consumption of the assisting party's equipment. For the purposes of this Section, the term "equipment" shall include all equipment, tools, supplies, and personal protective equipment which are not a fixture of the apparatus or vehicle. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

4.2 INSURANCE

Each party shall, during the term of this Agreement, or any renewals or extensions hereof, maintain the following types of insurance coverage with companies and in amounts indicated hereinafter or if not indicated hereinafter, in amounts acceptable to their own County:

A. Comprehensive public entity liability coverage in such amounts as are required pursuant to Section 24-10-114, C.R.S., commonly known as the Colorado Governmental Immunity Act. Such coverage shall insure the common inclusions of premises operations, products/completed operations, contractual liability, independent contractors, and broad form property damage and personal injury. A minimum of $1 million of liability coverage for expenses not covered by the Colorado Governmental Immunity Act is recommended.

B. Automobile insurance liability coverage pursuant to Section 24-10 114, C.R.S. shall include other common coverage's provided by insurance companies such as uninsured motorists and no fault coverage.

C. Assisting agency shall have Worker's compensation insurance, pension, disability and unemployment insurance for officers, employees, and authorized volunteers.

ARTICLE V MISCELLANEOUS

5.1 ASSIGNMENTS

Neither Party shall voluntarily or involuntarily assign, delegate, subcontract, pledge, or encumber any right, duty, obligation, or interest, in whole or in part of this Agreement without mutual consent of both Parties. It is the intent of the Parties that there be no third party beneficiaries to this Agreement.

5.2 AMENDMENTS

This Agreement may be modified, amended, changed, or terminated, in whole or in part, by agreement of the Parties in writing.

5.3 WAIVER

The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party either of the same or of another provision of this Agreement.

5.4 HEADINGS FOR CONVENIENCE ONLY

The articles, sections, paragraph headings, captions, and titles contained herein are intended for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.

5.5 SEVERABILITY

Invalidation's of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

5.6 TIME OF THE ESSENCE

Time is of the essence for the performance of each and every provision hereof.

5.7 GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for purposes of any litigation arising under this Agreement shall be proper in either Delta County District Court or Gunnison County District Court.

5.8 MULTIPLE COPIES

This agreement may be executed by the Parties in multiple copies, and in electronic form, which may be executed separately, in counterparts, as to any duly authorized signatures, each copy of which shall have the same force and effect as an original.

5.9 CHARGES FOR SERVICES

All services and assistance provided by one Party to another under this Agreement shall be provided at no cost for use of equipment or personnel unless there are processes available for reimbursement from any source, or except as provided for in Section 4.1, for the first operational period, when requested. Services and assistance provided after the first operational period may be billed to the requesting

agency. The reimbursement provisions of this mutual aid agreement are not contingent on a declaration of an emergency, major disaster, or fire by the Federal government.

Nothing in this Agreement shall limit assisting Parties from seeking or obtaining compensation, reimbursement or damages from any non-Party.

5.10 COMMITMENT OF RESOURCES

A Party providing aid under this Agreement shall commit to a minimum operating period of twenty-four (24) hours, or two operational periods of twelve (12) hours each. Personnel of the aiding Party may be exchanged at any time so long as all personnel are accounted for, whereby those personnel exchanged are recorded and accounted for at a point typically called the staging location or area. If the Party providing aid requires the immediate release of their resources, the Incident Commander shall be notified of such request and the Party requesting aid shall release all resources of the Party providing aid as soon as is possible. Such release shall occur through the staging area or location so as to account for all personnel.

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Delta County Sheriff

Fred McKee 4-19-16

Fred McKee, Date

Delta County, Board of County Commissioners Chairperson

5-2-16

Bruce Hovde, Date

Attest:

Jeri A. Stephenson

Deputy Clerk of the Board

Gunnison County Sheriff

Rick Besecker, Date

Gunnison County, Board of County Commissioners Chairperson

Paula Swenson, Date

Attest:

Deputy Clerk of the Board