

RESOLUTION NO. 98-15

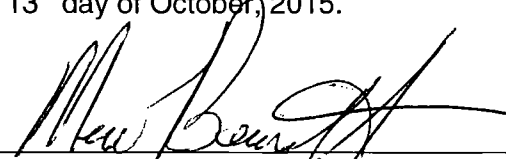
A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT FOR THE SOUTH CENTRAL REGION HOMELAND SECURITY EQUIPMENT AND PERSONNEL SHARING BETWEEN THE CITY OF COLORADO SPRINGS; TELLER COUNTY, COLORADO; LAKE COUNTY, COLORADO; CHAFFEE COUNTY, COLORADO; PARK COUNTY, COLORADO; AND EL PASO COUNTY, COLORADO

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The Memorandum of Agreement ("Agreement") between the City of Colorado Springs, Teller County, Colorado; Lake County, Colorado; Chaffee County, Colorado; Park County, Colorado; and El Paso County, Colorado for the purpose of providing cooperative and mutually beneficial emergency management services and public safety services through the sharing of security equipment and personnel, hereto attached and made part of this resolution, is approved.

Section 2. On behalf of the City, The Mayor is hereby authorized to execute and administer the attached Agreement.

DATED at Colorado Springs, Colorado, this 13th day of October, 2015.



Merv Bennett, Council President

ATTEST:



Sarah B. Johnson, City Clerk



MEMORANDUM OF AGREEMENT

South Central Region Homeland

Security Equipment and Personnel Sharing between The City of Colorado Springs, a Colorado municipal corporation and home rule city; Teller County, Colorado; Lake County, Colorado; Chaffee County, Colorado; Park County, Colorado; and El Paso County, Colorado

I. Purpose.

This Memorandum of Agreement ("Agreement") is entered by and between The City of Colorado Springs, a Colorado municipal corporation and home rule city ("City"); Teller County, Colorado; Lake County, Colorado; Chaffee County, Colorado; Park County, Colorado; and El Paso County, Colorado (hereinafter referred to as "The Jurisdictions"). For purposes of this Agreement, each Party may be referred to as a "Party" or collectively as "Parties".

This Agreement establishes the terms, conditions, and responsibilities between the Parties for deployment, management, and maintenance of regionally obtained assets, response personnel and incident support personnel. Additionally, this Agreement provides a framework for collaboration and mutual support for training, exercises, and emergencies. This Agreement is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

II. Authority

The statutory authorities governing the Agreement include, but are not limited to, the following:

- A. The Inter-Governmental Cooperation Act, 31 U.S.C. § 1535 *as amended*.
- B. Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101 to 24-10-120.
- C. Colorado Disaster Emergency Act, C.R.S. §§ 24-33.5-701 to 24-33.5-716.
- D. Intergovernmental Relationships, C.R.S. § 29-1-203
- E. Workers' Compensation Act of Colorado, C.R.S. § 8-40-202(1)(a)(I)(A)

III. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of all parties for a 5 year period commencing February 1, 2015, and terminating February 1, 2020. This Agreement may be amended if mutually agreed upon, to change scope and terms of the Agreement. Such changes shall be incorporated as a written Amendment to this Agreement. This Agreement may be terminated by any party at any time; however, the terminating party shall provide written notice to the other parties at least thirty (30) days in advance of the effective date of termination unless there is a critical failure to perform.

IV. Equipment or Personnel Assistance

- A. Any Party to this Agreement may request from another Party that equipment and/or personnel assistance be provided anywhere within the Requesting Party's jurisdiction during an emergency, Declared Emergency, Declared Disaster, or other events requiring assistance within the requesting Party's jurisdiction pursuant to Section IV.B. below. In the event equipment or personnel assistance is provided, any provision of equipment or personnel pursuant to this paragraph is subject to the conditions of Section IV.B-F below.
- B. When an incident occurs within the jurisdiction of a Party to this Agreement, the impacted Party will first employ all its available resources for incident response. Each jurisdiction that is a Party to this agreement will provide emergency aid resources requested by the Requesting Party when (1) such resources are available as determined by the supporting jurisdiction(s); and (2) initial assessments indicate the scope of incident or probable timeliness for obtaining sufficient commercial or other mutual aid resources jeopardizes an effective and timely response required to save lives, prevent human suffering, or mitigate great property damage. Additionally, the Responding Party will evaluate the legality, lethality, risk, cost, and readiness of resources to identify issues prohibiting aid. The dispatch of equipment and personnel by the Responding Party under this Agreement is voluntary and is not required.
1. Upon determining assistance is needed, the Requesting Party agrees that it will complete the following tasks:
 - a. Initiate request for specified assistance, with desired timeframe for reply of resource support availability, by most reliable and judicious means.
 - b. Follow initial request with written or electronic communication and include personnel and/or equipment needs, desired reporting time and location, estimated response duration, and point of contact.
 - c. Furnish an Incident Commander, an Incident Command Post, a staging area, and/or Emergency Operation Center (EOC), depending on the situation.
 - d. Assign missions using National Incident Management System (NIMS)/Incident Command System (ICS).
 - e. Assign interoperable command and coordination channels or agree to patch required communication channels to provide for interoperable communications as needed.
 2. Each Responding Party agrees that it will complete the following tasks:
 - a. Acknowledge receipt of request for assistance and request written follow-up.
 - b. Reply with resource availability decision within requested reply timeframe.

- c. Direct supporting resources to report to the Incident Commander or staging area and perform assigned mission requests within qualifications, capability, and legal command authority.
 - d. Furnishes liaison to EOC (if activated) or agency representative(s) to Incident Command Post.
 - e. Provide own radios, cellphones, computers, and other means of communication and operates only on assigned command and coordination channels.
 - f. Provide logistical self-sustainment during initial operational period of support.
- C. A request for equipment assistance may be for any homeland security funded equipment held by another Party. Upon receipt of a request for assistance from the Requesting Party, the Party receiving the request may dispatch any homeland security funded equipment, and/or personnel to operate that equipment, or regionally available function-specific personnel which the Responding Party deems, in the Responding Party's sole determination and discretion, available for assistance.
- D. Any request for assistance hereunder shall include a statement of the amount and type of equipment or personnel requested, and shall specify the location to which the equipment or personnel is to be dispatched, or contact information, and estimated duration of use. The Responding Party shall determine the specific personnel or equipment to be furnished, if any.
- E. The Responding Party's personnel and equipment shall be and remain under the command and control of the Responding Party's company, battalion, or commanding officer in accord with NIMS procedures. In addition, the Responding Party's personnel are responsible to continue to follow their own agency's policies and procedures. If the Responding Party's policies and procedures conflict with orders from the Incident Commander, the Responding Party must notify the Incident Commander and may not violate these policies. It will be the responsibility of the Incident Commander to resolve these discrepancies without asking the Responding Party to violate these policies. Emergency medical services will adhere to 6 CCR 1015-3 and the incident medical plan as approved by the Incident Commander.
- F. When the equipment or personnel of the Responding Party is no longer required, or when the Responding Party's equipment or personnel are needed by the Responding Party, the Responding Party's personnel and equipment shall be released by the Requesting Party, Incident Commander, and/or Demobilization Unit Leader. If the Responding Party intend to withdraw any or all of its resources, the Responding Party will first notify the Incident Commander or Emergency Manager. After notification, the Responding Party will fulfill the appropriate demobilization requirements directed by the Incident Commander with associated documentation, prior to withdrawing its resources.

V. Collaboration and Mutual Support

- A. The Parties intend to provide mutual support under NIMS. The Parties agree to make training and exercises available to the other Parties to this Agreement where practical and warranted by the intent of the training event.
- B. It is the intent of the Parties to the Agreement to share lessons learned where the lessons are not classified and possibly applicable to the other Parties. No Party is required to share lessons learned which solely apply to their jurisdiction.
- C. During an emergency, to the degree that communication and information sharing is workable, it is the intent of all parties to help ensure that all participating jurisdictions maintain situational awareness along with a common operating picture. Therefore, every reasonable effort will be made to maintain a continuous flow of incident operation information to all participating jurisdictions. This will normally be accomplished through information sharing between jurisdictional EOCs and, where applicable, the exchange of communication through Liaison Officers.
- D. The Requesting Party's Public Information Officer (PIO) agrees to keep the Responding Party's PIO informed through an ongoing exchange of telephonic or electronic communications. Additionally, the Requesting Party may establish a Joint Information Center (JIC) with another Party or Parties to the agreement. If a JIC is established, each jurisdiction agrees to provide a PIO when requested and available.

VI. Funding and Reimbursement

- A. The Parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish, pursuant to C.R.S. § 29-1-203, activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.
- B. No Responding Party will charge the Requesting Party for assistance provided under this Agreement, except in the event that another culpable party exists such as a homeowner, insurance company, etc. In which case, the Requesting Party will seek reimbursement from the culpable party pursuant to C.R.S. § 29-22-104 and 40 C.F.R. pt. 310 (1998). The reimbursement charges will be those defined in the Cooperator Resource Rate Forms (CRRF), which each party is responsible for completing and entering into the state resource system in WebEOC.
- C. Additionally, upon the conclusion of a resource assistance situation pursuant to this Agreement, the governing bodies of the participating Parties, by separate written agreement, may agree to reimburse or otherwise compensate each other for various costs

or expenses incurred, or to assume various liabilities, resulting from the performance of activities under this Agreement. If additional reimbursement is sought, a Responding Party will advise the Requesting Party of its request for reimbursement as soon as practicable. The Responding Party agrees to provide all information and documentation required for reimbursement to the Requesting Party.

- D. A Responding Party will not deny or delay needed resources and support solely based on the inability or unwillingness of the Requesting Party to make a commitment to reimburse the Responding Party.
- E. A Responding Party will not request, nor will the Requesting Party provide, any reimbursement for South Central Region (SCR) grant-funded equipment used for support.
- F. Except as otherwise stated in this Agreement, no Party to this Agreement shall be required to pay any compensation to any other Party or any other Party's personnel for any services rendered hereunder. Nothing in this Agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Moreover, maintenance support is equipment owner responsibility.
- G. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities as law, including immunity granted under the Colorado Governmental Immunity Act. However, nothing in this paragraph shall be construed to prevent the distribution of any benefit or funds recovered by any Party on behalf of another Party pursuant to reimbursement or other costs recover from available private, state, federal, or other sources.
- H. In accord with the Colorado Constitution, Article X, Section 20, and Section 7-60 of the Charter of the City of Colorado Springs, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to any other Party.
- I. In accord with the Colorado Constitution, Article X, Section 20, performance of any County's obligations under this Agreement is expressly subject to appropriation of funds by that County. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional spending limitations, then that County may terminate this Agreement without compensation to any Party.

VII. General Provisions

- A. Each Party to this Agreement agrees to waive all claims against every other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right to reimbursement pursuant to Section V.I. above.
- B. This Agreement is subject to and shall be interpreted under the law of the State of Colorado. To the extent that any laws conflict, this Agreement shall be governed by the law of the Responding Party. Venue for disputes regarding this Agreement shall be the choice of the Responding Party.
- C. The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only and for the benefit of each Party's inhabitants, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.
- D. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.
- E. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.
- F. The headings of the several articles and sections of this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- G. The Parties to this Agreement are not partners or joint venturers as a result of this Agreement.
- H. This Agreement shall not be construed to create a duty as a matter of law or contract for the provision of any equipment, service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently, nor shall this Agreement be construed as creating a benefit or enforceable right for any person. Except as otherwise state in its terms, this Agreement shall not be construed to create a duty as a matter of law or contract for any of the Parties to assume any liability for injury, property damage, or any other 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

VIII. Notice

Points of Contact for each Party are as follows:

For Chaffee County:
Emergency Manager
Chaffee County
16550 U.S. Hwy 285
Salida, CO 81201

For El Paso County
Office of Emergency Management
El Paso County Public Services Department
3755 Mark Dabling Blvd.
Colorado Springs, CO 80907

For Park County:
Director of Emergency Management
Park County Office of Emergency Management
911 Clark Street
Fairplay, CO 80440

For Lake County:
Director of Emergency Management
Office of Emergency Management
505 Harrison Ave
P.O. Box 917
Leadville, CO 80461

For Teller County:
Emergency Manager
Teller County Sheriff's Office
112 North A Street
Cripple Creek, CO 80813

For Colorado Springs:
Director of Emergency Management
Colorado Springs Office of Emergency Management
370 Printers Parkway
Colorado Springs, CO 80910

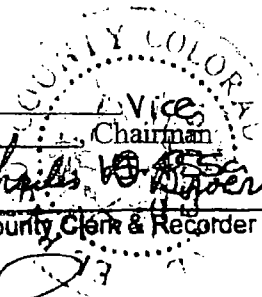
The addresses above may be changed from time to time by written notice to the other Parties.

Board of Commissioners
of CHAFFEE COUNTY

By: [Signature]
Dennis Giese, Chairman

Board of Commissioners
of EL PASO COUNTY

By: [Signature]
Dennis Hisey, Chairman
ATTEST: [Signature]
County Clerk & Recorder



APPROVED:

[Signature]
Lisa Ortega, Emergency Manager
Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, CO 81201
Fax: 719 539-7442

Phil
Graham

APPROVED:

[Signature]
Jim Reid, OEM Director
Notice Address:

Board of Commissioners
of PARK COUNTY

By: [Signature]
Mike Brazell, Chairman

Board of Commissioners
of LAKE COUNTY

By: [Signature]
_____, Chairman

APPROVED:

[Signature]
Gene Stanley, Emergency Manager

APPROVED:

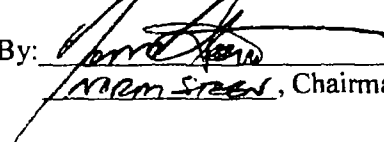
[Signature]
Mike McHaruge, Emergency Manager

Notice Address:

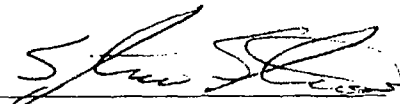
Notice Address:

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**Board of Commissioners
of TELLER COUNTY**


By: , Chairman

APPROVED:

, Emergency Manager

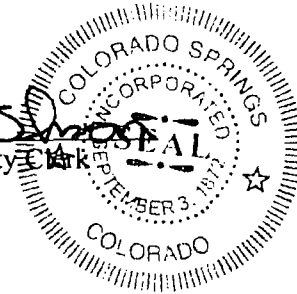
Notice Address:

**Mayor
of COLORADO SPRINGS**

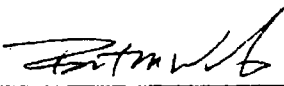
By: 
John W. Suthers, Mayor

ATTEST:


Sarah B. Johnson, City Clerk



APPROVED:


Bret Waters, Emergency Manager

Notice Address:
Director of Emergency Management
Colorado Springs Office of Emergency
Management
375 Printers Parkway
Colorado Springs, CO 80910