

Appendix C

Mutual Aid Agreement

C15-402

AGREEMENT FOR MUTUAL AID

THIS AGREEMENT FOR MUTUAL AID, hereinafter referred to as this "Agreement," is made and entered into by and between Eagle County, Colorado, a body corporate and politic, and the following Municipalities, Special Districts and other entities upon their authorized execution of this Agreement (hereinafter collectively referred to as "Parties" or singularly as a "Party"), each listed below,

Avon Recreation District
Arrowhead Metropolitan District
Bachelor Gulch Metropolitan District
Basalt & Rural Fire Protection District
Beaver Creek Metropolitan District
Cordillera Metropolitan District
Eagle County
Eagle County Coroner
Eagle County Paramedic Services
Eagle County Sheriff
Eagle River Fire Protection District
Eagle River Water & Sanitation District
Eagle-Vail Metropolitan District
Greater Eagle Fire Protection District
Gypsum Fire Protection District
Rock Creek Volunteer Fire Department
Town of Avon
Town of Basalt
Town of Eagle
Town of Gypsum
Town of Minturn
Town of Red Cliff
Town of Vail
Vail Clinic, Inc.
Vail Recreation District
The Vail Corporation
Western Eagle County Metropolitan Recreation District

WITNESSETH:

WHEREAS, each of the Parties hereto desire to aid and assist each other by the exchange of services, supplies, equipment, vehicles, machinery, personnel or other Resources (defined in the Eagle County Operations Plan, Appendix A Glossary) as may be needed 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 C.R.S. 29-1-203 and C.R.S. 29-5-101 *et. seq.*; and,

WHEREAS, the Colorado General Assembly has encouraged local and inter-jurisdictional disaster planning in the provisions of C.R.S. 24-33.5-701 *et. seq.*, the "Colorado Disaster Emergency Act "; and

WHEREAS, each Party will in good faith, make an attempt to assist the other(s) based on needs, specific requests and available resources; 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 as follows:

ARTICLE 1
PURPOSE AND SCOPE

1.1 SCOPE

- A. This Agreement shall be effective between Parties who are signatories, upon their execution of this Agreement. The withdrawal of any Party from this Agreement by termination or as otherwise provided shall not affect the validity of this Agreement between the signatory Parties who have not so withdrawn.

- B. It is the intent of this Agreement that aid only be requested for those incidents that exceed the requesting Party's capability to cope.

- C. It is understood between the Parties that this Agreement shall not supersede any pre-existing agreements by or among any or all of the Parties.

1.2 TYPES OF ASSISTANCE

- A. Any Party to this Agreement may request aid from another Party or Parties for the purpose of assisting in controlling or combating an emergency whether human caused or naturally occurring, in accordance with the Eagle County Emergency Operations Plan, which plan establishes operational and administrative procedures in the event of an emergency.

- B. Assistance may be requested by any Party, without limitation to the type of disaster or emergency, for any need identified in the Eagle County Emergency Operations Plan, including but not limited to, support from law enforcement, fire, emergency medical, public health, public works or for other Resources, services, personnel, supplies, equipment, vehicles or machinery as may be needed.

1.3 LIMITATIONS

- A. No Party to this Agreement shall be required to make Resources, services, supplies, equipment, machinery, vehicles or personnel, or any other form of assistance available or render any service to the requesting Party when, by doing so, 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, supplies, equipment, machinery, vehicles, or personnel, if any, can be reasonably provided.

- B. All assistance provided by one Party to another under this Agreement shall be provided at no cost for a maximum period of 24 hours from the time a Resource arrives on scene. After 24 hours, Resources must be released or the requesting Party must be prepared to reimburse the assisting Party at current Colorado Resource Rate Form (CRRF) rates under a separate agreement. Notwithstanding the foregoing, Expendable (defined in the Eagle County Operations Plan, Appendix A Glossary) items such as fuel, foam and the like will be replenished by the requesting Party. Nothing in this Agreement shall limit assisting Parties from seeking or obtaining compensation, reimbursement or damages from any non-Party.

- C. Personnel of the assisting Party may be exchanged at any time so long as all personnel are accounted for. If any Party providing aid requires the immediate release of its personnel, the Incident Commander shall be notified of such request and the Party requesting aid shall release all personnel of the Party providing aid as immediately as is possible. Such release shall occur through the staging area or location so as to account for all personnel.

1.4 INCIDENT COMMAND AND CONTROL

No Party to this Agreement shall request assistance of another Party or Parties without having established an Incident Command organization; and, it shall be required that the

Parties who may perform under the terms of this Agreement implement an Incident Command System capable of providing for the safety, logistical needs, and operational direction for the incident or event. Further, each Party shall assume the responsibility for planning and preparedness within and with respect to its jurisdiction or service area.

1.5 ADDITIONAL PARTICIPANTS

This Agreement is intended to serve as an all risk-all hazard agreement for all disciplines with a responsibility for emergency response and/or management, and whose jurisdictions and service areas exist within Eagle County. Additional entities that may be identified for participation in this Agreement in the future may join this Agreement by signing this Agreement.

ARTICLE II TERM AND TERMINATION

2.1 TERM

The initial term of this Agreement shall commence upon execution of this Agreement by at least two Parties hereto. This Agreement shall be effective as to each additional Party upon their execution of this Agreement as set forth in paragraph 1.1(A). This Agreement shall end on December 31, 2015. This Agreement shall automatically be renewed for successive one (1) year terms, beginning on January 1, 2016 and this Agreement shall terminate on December 31, 2025 unless otherwise agreed to in writing by the Parties.

2.2 TERMINATION.

Any Party may terminate their participation in this Agreement upon thirty (30) days prior written notice to all other Parties with or without cause and without penalty. The notice of termination by a Party or Parties shall not terminate the Agreement in total, and the Agreement shall remain in effect for non-terminating Parties.

ARTICLE III

JURISDICTION AND AUTHORITY TO EXERCISE THIS AGREEMENT

3.1 JURISDICTION

It is understood that Parties providing aid to a requesting Party are in charge of their personnel, machinery, vehicles or equipment and Resources and may follow their agency's standard operating procedures to carry out assignments under the Incident Command System. All Parties 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 as stipulated in the Eagle County Emergency Operation Plan.

ARTICLE IV INDEMNIFICATION & INSURANCE

4.1 INDEMNIFICATION & LIABILITY

- A. The officers, employees, volunteers or agents of an assisting Party shall be and remain officers, employees, volunteers or agents of the assisting Party, and no officer, employee, volunteer or agent shall have any pension, compensation, civil service status or other right with respect to a requesting Party under any circumstances.
- B. A requesting Party shall not be called upon to assume any liability for the payment of any salary, wage or compensation of any officers, employees, or volunteers of an assisting Party under this Agreement.
- C. A requesting Party shall not be liable for compensation or to provide workers compensation or indemnity to any assisting Party, its officers, employees, volunteers or agents for any injury or illness arising out of services, personnel or resources provided

under this Agreement. Notwithstanding the foregoing, this paragraph shall not supersede to the extent that a Party is entitled to workers compensation coverage as a result of search and rescue services performed pursuant to the terms of an existing agreement with Eagle County or the Eagle County Sheriff's Office.

- D. 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.R.S.
- E. To the extent there is a claim by persons who are not parties to this Agreement arising because of the negligence or tortious act of any Party or its officers, employees, volunteers, or agents during a response to an incident subject to this Agreement, then such Party shall be responsible for responding to and resolving such claims.
- F. As between the Parties, liability arising from the negligence or tortious actions of each Party or its officers, employees, volunteers, or agents and resulting in damages is hereby waived by the damaged Party and the Parties shall and hereby agree to hold each other harmless.
- G. For the purposes of this Article IV, the term "Equipment" shall include tools, re-usable supplies, personal protective gear and the like which are not a fixture of an apparatus, machinery or vehicle.
- H. A Party requesting assistance shall be responsible, as set forth in this paragraph, for any and all damage to an assisting Party's Equipment, reasonable wear and tear excepted, from the time the assisting Party arrives with the Equipment at an incident location until the assisting Party and its Equipment are released. Responsibility for damage to Equipment shall only arise to the extent such damage is not otherwise covered by the assisting Party's insurance or self-insurance program. Reimbursement for damage to Equipment, if any, shall be based upon the cost to repair or replace the Equipment, whichever is less.
- I. Each Party shall be responsible for maintaining insurance on its property, to include but not be limited to, vehicles and machinery and shall be responsible for any damage to such

property whether caused by the owner or another Party to the Agreement. Damage to Equipment shall be addressed as set forth in paragraph 4.1H of this Agreement.

J. It is the intent of this Article 4 to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S. and the Parties agree to such reallocation as set forth herein.

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, as may be applicable, with companies and in amounts indicated hereinafter.

- A. Comprehensive liability coverage in the amount of \$350,000/\$999,000, or in excess of the limits of governmental liability provided in Colorado Governmental Immunity Act. Such coverage shall insure the common inclusions of premises operations, products/completed operations, contractual liability, independent contractors, broad form property damage and personal injury.
- B. Professional liability insurance coverage in the minimum amount of \$350,000/\$999,000, or in excess of the limits of governmental liability provided in Colorado Governmental Immunity Act.
- C. Automobile insurance liability coverage in the minimum amount of \$350,000/\$999,000. Such coverage shall include other common coverage's provided by insurance companies such as uninsured motorists and no fault coverage.
- D. Worker's compensation insurance, pension, disability and unemployment insurance for officers, employees, and volunteers as required by Colorado law.

ARTICLE V MISCELLANEOUS

5.1 ASSIGNMENTS

Except for consolidation or merger of one or more of the Parties, no Party shall assign, delegate, subcontract, pledge, or encumber any right, duty, interest in whole or in part of this Agreement without mutual consent of all Parties.

5.2 AMENDMENTS

This Agreement may be modified, amended or changed, in whole or in part, by agreement of the majority of Parties in writing. In the event of any revisions to the Emergency Operations Plan, Eagle County shall provide notice of such revisions to all Parties to this Agreement.

5.3 WAIVER

The waiver of any breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver of any subsequent breach by a 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 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

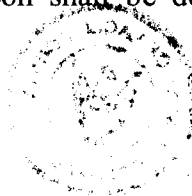
Time is of the essence for the performance of each and every provision hereof.

5.7 GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Colorado.
Venue for this Agreement shall be in Eagle County, Colorado.

5.8 COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.



5.9 TABOR

Notwithstanding anything to the contrary contained herein, each public entity shall have no obligations under this Agreement after, nor shall any payments be made to any other Party in respect of any period after December 31 of any year, without appropriation therefor in accordance with a budget adopted by the public entity and in compliance with the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

5.10 DEFINITIONS

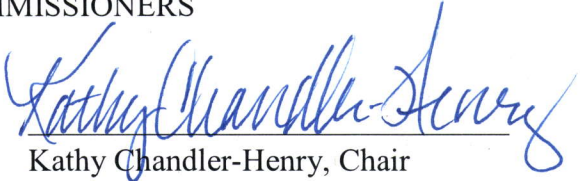
Capitalized terms in this Agreement will have the meaning as set forth herein. In the event a capitalized term is not defined herein it shall have the meaning as set forth in the Eagle County Emergency Operations Plan.

5.11 NO CONSTRUCTION AGAINST DRAFTING PARTY

This Agreement shall not be subject to any rule of contract construction or interpretation requiring that the same be construed against the drafting party and the Parties hereby waive the benefit of any such rule of contract construction or interpretation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

COUNTY OF EAGLE, STATE OF COLORADO, By
and Through Its BOARD OF COUNTY
COMMISSIONERS

By: 
Kathy Chandler-Henry, Chair


Date: October 20, 2015

Attest:

By: 
Teak J. Simonton, Clerk to the Board

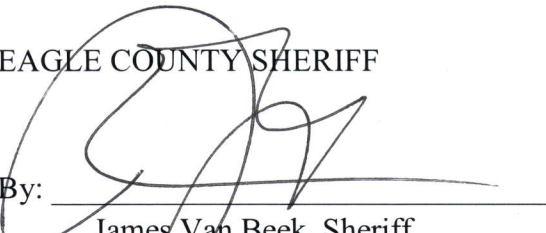


EAGLE COUNTY CORONER

By: 
Kara Bettis, Coroner

Date: _____

EAGLE COUNTY SHERIFF

By: 
James Van Beek, Sheriff

Date: 10/12/15

Signature Page to Agreement for Mutual Aid

Avon Recreation District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Arrowhead Metropolitan District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Bachelor Gulch Metropolitan District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Basalt & Rural Fire Protection District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Beaver Creek Metropolitan District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Cordillera Metropolitan District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Eagle County Paramedic Services

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Eagle River Fire Protection District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Eagle River Water & Sanitation District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Eagle-Vail Metropolitan District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Greater Eagle Fire Protection District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Gypsum Fire Protection District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Rock Creek Volunteer Fire Department

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Avon

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Basalt

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Eagle

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Gypsum

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Minturn

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Red Cliff

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Town of Vail

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Vail Clinic, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Vail Recreation District

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

The Vail Corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Signature Page to Agreement for Mutual Aid

Western Eagle County Metropolitan
Recreation District

By: _____

Print Name: _____

Title: _____

Date: _____