

## **SOUTH REGION EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT**

THIS AGREEMENT FOR MUTUAL AID, hereinafter referred to as "this agreement," made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 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.

Custer County, Colorado  
Fremont County, Colorado  
Huerfano County, Colorado  
Las Animas County, Colorado  
Pueblo County Sheriff

### 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 all parties. It is the intent of this agreement that aid be requested for those incidents that exceed the requesting Party's Emergency Operation Center's (EOC) capability to cope or to such extent that the incident affects or could be expected to affect the EOC's ability to effectively support activities related to the incident.

#### **1.2 TYPES OF ASSISTANCE**

Any Party to this Agreement may request the aid of the other Parties for the purpose of assisting in supporting and managing activities related to a disaster, whether man-made or naturally occurring. Each of the parties has developed an emergency operations plan ("plan"), which contains 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. Plans are available for review from parties to this agreement. Assistance may be requested by each Party, without limitation as to the type of disaster or catastrophe, for emergency management and emergency operations center support, unless otherwise requested or specified by any Party.

### **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 management 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 USE OF EMERGENCY OPERATIONS CENTER**

Any Party to this Agreement may request to use the Emergency Operations Center (EOC) facility and existing equipment from any of the other Parties to this agreement if and only when their own EOC is uninhabitable for use and/or within an area that is unsafe to operate from. This portion of the agreement is only for use of the facility and does not expressly include personnel other than what is required to provide access.

The term of this emergency use may extend until the first party's EOC is once again usable or at the conclusion of the emergency, whichever comes first. Specific terms and logistics should be negotiated and agreed upon by those in authority with each respective agency at the time of the request to use a neighboring county's EOC facility.

## **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. Any party may terminate this agreement upon ninety (90) days written notice to the other parties. The agreement between the remaining parties would continue to term. Review of this document should occur every three years, facilitated by the County Emergency Managers/Coordinators.

## **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 EOC Incident Support Plan for the incident, in support of the Incident Action Plan 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.R.S. Each party shall be responsible for any liability to persons who are not parties to this Agreement arising because of the negligence or tortious 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 coverages 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**

No 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 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**

Invalidations 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 in the proper 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 for three (3) working operational periods. An operational period will be defined by the requesting Party's EOC Manager but shall not exceed twelve (12) hours. An acceptable work rest period between operational periods is required.

**5.10 COMMITMENT OF RESOURCES**

A Party providing aid under this Agreement shall commit to a minimum operating period of 36 working hours (3 operational periods, assuming a 12-hour operational period). 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 or check-in area. If the Party providing aid requires the immediate release of their resources, due to an emergency in their home jurisdiction, the Emergency Manager requesting assistance shall be notified of such request and shall release all resources of the Party providing aid as soon as possible. The EOC Manager and/or EOC Operations Chief shall be notified of any personnel change.

The 36-hour mutual aid period shall start at the time of deployment of the requestee, not necessarily the time of the incident start.

Responding Parties may be requested to bring EOC equipment, such as but not limited to a laptop computer, cell phone, radio, and personal items sufficient for 72 hours. This should include: bedroll, clothing, medication, water, and food.

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

**Custer County, Board of County  
Commissioners Chairperson**

\_\_\_\_\_  
Name Date

**Attest:**

\_\_\_\_\_  
**Clerk of the Board**

**Fremont County, Board of County  
Commissioners Chairperson**

Debra Bell 2-26-26  
Name Date

**Attest:**



[Signature] 2-26-26  
Clerk of the Board

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

**Huerfano County, Board of County  
Commissioners Chairperson**

\_\_\_\_\_  
Name Date

**Attest:**

\_\_\_\_\_  
Clerk of the Board

**Las Animas County, Board of County  
Commissioners Chairperson**

\_\_\_\_\_  
Name Date

**Attest:**

\_\_\_\_\_  
Clerk of the Board

**Pueblo County, Sheriff**

David J. Lucero 1/23/26  
David J. Lucero Date

**Attest:**

[Signature]  
Clerk of the Board  
Notary Public

