AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Colorado County Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Coroners Assoc, BoCC and Frank Vader

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

Summary:

Intergovernmental Agreement between Gunnison County BOCC and Frank Vader, Gunnison County Coroner

Fiscal Impact:

Submitted by: Laura Seymour **Submitter's Email Address:** lseymour@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No direct fiscal impact, no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/6/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/7/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/9/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 10/20/2015

Revised April 2015

Intergovernmental Agreement for
Colorado County Coroners and Medical Examiners
Mutual Aid and Assistance

HIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into effective as of the 11th day of September, 2015, AD between each governmental entity, board of county commissioners, and coroner's office in the state of Colorado that adopt and sign this Agreement.

WITNESSETH:

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. § 29-1-203, and other sections of the Colorado Revised Statutes, and

WHEREAS, the Jurisdictions are each authorized to provide, establish, and maintain disaster emergency services as defined by each Jurisdiction, and

WHEREAS, the Jurisdictions wish to reduce vulnerability of local and regional Jurisdictions to overwhelming loss of life in disaster or epidemic episodes, and

WHEREAS, disaster emergencies may arise in either one, or more than one of the Jurisdictions resulting in greater demands than the personnel and equipment of that/those Jurisdiction(s) can handle.

WHEREAS, it is in the best interest of the Jurisdictions that they may have services of and from other Jurisdictions to assist in reacting to disaster emergencies, and

WHEREAS, it is in the best interests of each of the Jurisdictions to have access to emergency resources to supplement their own during an emergency and in recovery, and

WHEREAS, it is in the best interests of each of the Jurisdictions to plan, prepare, train and exercise for the prompt identification and handling of dead bodies, and

WHEREAS, to receive the resources cited above, it is cost effective for each of the Jurisdictions to make available during disaster emergencies their own resources to other affected Jurisdictions, and each Jurisdiction now wishes to do so pursuant to this Intergovernmental Agreement (IGA), and

WHEREAS, there may be some occasions where a local Jurisdiction may not have coroner/medical examiner services, equipment, or supplies available to them in time of need,

NOW, THEREFORE, based on the foregoing recitals, and in consideration of 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:

1. <u>Authority, Validity, Severability, and Jurisdiction.</u>
    A. This IGA is promulgated under the relevant portions of:
        1) The Colorado Disaster Emergency Act 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.
        2) Colorado Revised Statue §30-10-606, requires the coroner, in cooperation with law enforcement, to make all proper inquiry in order to determine and cause and

manner of death of any person in his or her jurisdiction who has died under various circumstances. Those circumstances include, but are not limited to: hazardous or contagious disease which may constitute a threat to the health of the general public, unnatural deaths as a result of external influences, violence or injury; deaths resulting from accidents.

B. Statutes shall control in case of conflict between this agreement and statute. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the charters of the Jurisdictions (if applicable), and the ordinances and regulations enacted pursuant hereto.

C. It is understood and agreed by the Jurisdictions hereto that if any part, term or provision of this IGA is by the courts held to be illegal or in conflict with any law of the State of Colorado, or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Jurisdictions shall be construed and enforced as if the IGA did not contain the particular part, term, or provision held to be invalid.

D. This IGA provides for the joint exercise by the Jurisdictions of the function or service provided herein, but does not establish a separate legal entity to do so, nor does it constitute either Jurisdiction as an agent for the other Jurisdiction for any purpose whatsoever. This IGA shall provide only for the use of equipment or personnel by Jurisdictions.

E. In keeping with the purposes of state statutes, the agreement is intended to:
    1) Reduce the vulnerability of local government from overwhelming illness and loss of life arising out of a disaster or epidemic.
    2) Prepare for prompt and efficient handling of dead bodies and assistance to local coroners in time of disaster.
    3) Provide for the rapid identification of decedents as a result of disaster; and
    4) Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from disaster.
    5) Provide for coverage to a local Jurisdiction should that Jurisdiction's coroner/medical examiner department become temporarily vacant, or is damaged or destroyed.

F. The State of Colorado and the Federal Emergency Management Agency (FEMA) have recognized the importance of local governments coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

G. The counties 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, regional, or State disaster.

2. Definitions.

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

a. "Agreement" means this Emergency Mutual Aid and Assistance Agreement for Colorado County Coroners and Medical Examiners.
b. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the impacts of a disaster, or other temporary inability to handle the numbers of dead.
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 changes by a party to its list of designated authorized representatives shall be made by giving notice of such change pursuant to the provisions in paragraph 19 below.
d. "Mass fatality" means any number of deaths which exceed the capability of the local jurisdiction.
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 material incident, volcanic activity, epidemic, infestation, explosion, civil disturbance, hostile military or paramilitary action, riot, insurrection, mass casualty in any city, town, or unincorporated area of any county 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. "Jurisdiction" means a county, district or municipal agency established pursuant to §25-1-506, C.R.S., charged with coordinating all disaster response activities within its jurisdictional boundaries, and includes, without limitation, a county coroner, medical examiner or their deputies.
h. "Mutual Aid Request Form" means that form which is an attachment to this IGA or one which is substantially the same as that attached hereto and entitled MUTUAL AID REQUEST FORM."
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. "Resources" means those resources (personnel, equipment and supplies) limited to those specified on the Mutual Aid Request Form.
m. "Requesting Party" means a party which has requested aid and assistance under the terms of this Agreement.
n. "Responding Party" means a party which has received a request for aid and assistance under the terms of this Agreement.

3. Conditional Obligation to Provide Aid and Assistance; No Right of Action for Third Parties.
    a. 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 the persons within it jurisdictional boundaries. Accordingly, the provisions of the Agreement shall not be construed to impose an unconditional obligation on any Responding Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Responding Party may inform the Requesting Party that it is unable to provide all or part of the aid and assistance requested.

    b. Responding Jurisdiction shall be excused from making its resources available, or continuing to make its resources available, to the Requesting Jurisdiction in the event of the need of the resources of Responding Jurisdiction within its territory. Such decision of availability shall be made by the Responding Jurisdiction, and such decision shall be conclusive and in the Responding Jurisdiction's sole discretion.

    c. 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.

4. Procedures for Requesting Aid and Assistance.
    a. Whenever the terms "Provider," "Recipient," "Requesting Party" or "Responding Party" are used in this Agreement, the reference shall include any of that party's authorized representatives.
    b. 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 or emergency and deems its resources inadequate, it may request aid and assistance.
    c. All requests for aid and assistance shall be made and transmitted as follows:
        i. Requests may be directly made from one individual Jurisdiction to another, or to more than one other Jurisdiction.
        ii. Requests may be sent to the Colorado Coroners Association; Coroner Response Team who will coordinate a response to the Requesting Jurisdiction.
        iii. Requests should be coordinated through the Requesting Party's Office of Emergency Management, and the Responding Party's Office of Emergency Management, and Emergency Operations Manager as applicable in each Jurisdiction.
        iv. Requests should be made verbally, to be followed up by a written request as soon as reasonably feasible, via electronic transmission, or in writing through the Request for Mutual Aid Form specified as an attachment in this document.

v. Any 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. must accompany the request for mutual aid when available.

vi. 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. 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.

d. It is the intent and Agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).

e. The Requesting Party and Provider or Responding Party shall maintain personnel time records, and a log of vehicle mileage.

f. All records will remain the property of the requesting agency. Upon completion, responding party will return everything produced as part of the investigation to the requesting party. All notes and documents, developed through the assistance of the investigation, will be provided. All records management is the responsibility of the requesting county.

g. All evidence, property and remains, remain the property of the requesting party.

h. The Provider personnel will report work progress to the Recipient as requested.

i. A Requesting Party, acting through their Authorized Representative, shall include in the request for aid and assistance the amount of time for which the resources are being requested. This shall be detailed on the Mutual Aid Request Form.

j. All parties waive all claims and causes of action against all other parties for compensation, damage, personal injury or death occurring as a consequence, direct or indirect, of the performance of this IGA, to the extent permitted by, and without waiving any protection or other provisions of the Colorado Governmental Immunity Act.

k. Any request for refrigeration or storage must be approved by the Responding agency.

5. <u>Reimbursement and Compensation.</u>

a. <u>First Twelve Hours of Response</u>. Unless otherwise agreed in advance by the involved Parties, during the first twelve (12) hours from the time of the initial dispatch tone or request to a Responding Party, the Requesting Party will not incur any personnel or equipment charges from any Responding Party (Non-Reimbursable Costs).

b. <u>After the First Twelve Hours of Response</u>. Unless otherwise agreed by the involved Parties, after the first twelve hours from the time the Responding Party first dispatches personnel or equipment to the Requesting Party, the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):

i. Personnel Costs. Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.
ii. Equipment. An amount for the use of the Responding Party's equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA), www.fema.gov/xls/government/grant/pa/egsch.xls. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.
iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
iv. Insurance Coverage for Responding Personnel and/or Equipment. Each Jurisdiction shall maintain its own insurance coverage, for both liability and damage, for the responding personnel and/or equipment.

6. Recall.
   a. Unless otherwise mutually agreed to in writing, the duration of the Provider's aid and assistance shall be for an initial period of three (3) days, beginning from the date that the Provider's aid and assistance arrive to the requested meeting place. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a period mutually agreed upon in writing.
   b. The Provider's personnel, equipment and other resources shall remain subject to recall by the Provider at any time to support its own Jurisdictional boundaries. The Provider shall make a good faith effort to give at least twenty-four (24) hours advance written notice to the Recipient's Authorized Representative of their intent to recall. If such notice is not practicable, then the Provider shall give the Recipient's Authorized Representative as much advance written notice as is reasonable under the circumstances.

7. Employment Status of Provider Personnel. Nothing contained in the IGA, and no performance under this IGA by personnel of the Parties, shall in any respect alter or modify the status of officers, agents, or employees of the respective Jurisdiction for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Worker's compensation coverage shall be as structured in C.R.S. § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103 through 108; otherwise, the claim shall be processed as if it were generated by any other work assignment within the Providers jurisdiction. The Provider shall remain responsible for processing any worker's compensation claims filed by its personnel.

8. Insurance Coverage For Provider Personnel Or Equipment. Each Jurisdiction shall maintain its own insurance coverage, for both liability and damage, for the responding personnel and/or equipment.

9. Waiver. Each Jurisdiction waives all claims and causes of action against all of the other Jurisdictions for compensation, damage, personal injury or death occurring as a consequence, direct or indirect, of the performance of this IGA, to the extent permitted by, and without waiving any protection or other provisions of, the Colorado Governmental Immunity Act.

10. Assignment. This IGA shall be binding upon the successors and assigns of each of the Jurisdictions hereto, except that no Jurisdiction may assign any of its rights or obligations hereunder without the prior written consent the majority of other jurisdictions.

11. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of the IGA, and all rights of action relating to such enforcement shall be strictly reserved to the Jurisdictions, and nothing contained in the IGA shall give the express intention of the Jurisdictions that any person other than the Jurisdictions receiving services or benefits under this IGA shall be deemed to be an incidental beneficiary only.

12. Amendments. Amendments to this IGA may be made only upon majority consent by all Jurisdictions on an annual basis. Such consent shall become effective upon announcement by the Colorado Coroners Association to all Authorized Representatives.

13. Termination. Any Jurisdiction may terminate their involvement in this IGA, with or without cause, upon ten (10) days prior written notice sent to the other Authorized Representatives.

14. 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.

15. 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.

16. 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.

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

18. The laws of the State of Colorado shall be applied in interpreting, executing, and enforcing this Agreement. All parties shall comply with C.R.S. 30-10-606 as well as any other applicable federal, state, or local law or rule.

19. Custodian of the Agreement.
    a. The parties to this Agreement agree that the Colorado Coroners Association (CCA) shall act as custodian of the executed original and any executed counterparts of this Agreement. The CCA's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original, and any executed counterparts of, and any amendments to this Agreement, and providing to each party a current list of all the parties and Authorized Representatives to this Agreement each time the a local Jurisdiction executes this Agreement, withdraws as a party from it, or amends their list of Authorized Representatives. The CCA shall not 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 CCA's obligations and duties otherwise prescribed by its By-Laws.
    b. To facilitate the CCA's role as custodian of this Agreement, each party shall deliver to the CCA a copy of each fully executed Agreement, and executed counterpart thereof, any executed amendment thereof, any notice of withdrawal there from, and any changed list of Authorized Representatives.

20. Execution of the IGA.
    a. This IGA is executed by each Jurisdiction on a separate signature page. Original signature pages will be held by the Colorado Coroners Association. Copies of the IGA and signature pages will be provided to each Jurisdiction and such copies shall have the full force and effect as if they were originals. The Colorado Coroners Association shall provide timely notice to all party Jurisdictions of all additions to and withdrawals of party Jurisdictions, as well as timely notice of the effective date of any amendments to this IGA.
    b. 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 the Agreement and to bind that party to this Agreement, and that such authority had been duly approved by that party's governing body.
    c. As to each party, this Agreement shall take effect upon the date it duly signs this Agreement.

Intergovernmental Agreement for
Colorado County Coroners and Medical Examiners
Mutual Aid and Assistance

SIGNATURE PAGE

APPROVED AS TO FORM:

Brenda L. Bock

Brenda L Bock
President Colorado Coroners Association

PO Box 828
Kremmling, CO 80459

Date: September 10, 2015

Gunnison County, Colorado

Signed this _____ day of _____, 2015

_____
Chair of Board of County Commissioners

Frank Vader
Coroner or Medical Examiner

Intergovernmental Agreement for
Colorado County Coroners and Medical Examiners
Mutual Aid and Assistance

List of Authorized Representatives to Contact for Mutual Aid and Assistance

Jurisdiction/Party:

_____ Date: _____

Mailing Address:

_____

_____

1. Representative:

Name: _____ Title:_____

Contact phone(s): _____, or _____, or _____

Email: _____

2. Representative:

Name: _____ Title:_____

Contact phone(s): _____, or _____, or _____

Email: _____

3. Representative:

Name: _____ Title:_____

Contact phone(s): _____, or _____, or _____

Email: _____

Intergovernmental Agreement for
Colorado County Coroners and Medical Examiners
Mutual Aid and Assistance

Mutual Aid Request Form

Name of Requesting Jurisdiction:

Name of Authorized Representative:

Nature and Extent of the Emergency/Disaster:

Description of Personnel, Equipment, and/or Supplies Being Requested:

Expected Duration of the Request:

Contact Information for Supervising Personnel of the Requesting Jurisdiction:

Responding Personnel and Equipment should arrive to this location:

Reimbursement:

_____ County will reimburse staff labor, equipment, supplies, and standard room and board costs. Room and board costs will be reimbursed as federal per diem rats identified at www.gsa.gov. Equipment will be reimbursed at FEMA approved rates.

Name of Responding Jurisdiction:

Name of Authorized Representative:

We will provide:

Signatures:

_____DATE: _____ _____DATE: _____

AUTHORIZED REPRESENTATIVE REQUESTING AUTHORIZED REPRESENTATIVE RESPONDING