RESOLUTION NO. 26-33

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE MEMORANDUMS OF UNDERSTANDING ON BEHALF OF THE PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT BY AND BETWEEN THE CITY OF FOUNTAIN AND THE TOWN OF MONUMENT

WHEREAS, pursuant to C.R.S. §§ 30-11-101(2)(a) 30-15-401, *et seq.*, the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board" or "BoCC"), has the power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote health, safety, and welfare of the citizens of El Paso County; and

WHEREAS, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. §§ 29-1-201, et seq., provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

WHEREAS, the Pikes Peak Regional Office of Emergency Management ("PPROEM") is a regional entity created by the City of Colorado Springs and El Paso County, Colorado, to provide for high quality and cooperative regional emergency management services; and

WHEREAS, the City of Fountain and the Town of Monument (the "municipalities") have both approached PPROEM for services related to emergency management for both municipalities, including assisting with the development, implementation, and maintenance of an Emergency Operations Plan, Continuity of Operations Plan, and other emergency plans as identified by both the municipalities and PPROEM; and

WHEREAS, PPROEM has demonstrated the ability to provide emergency management services of the highest professional standards to the residents within El Paso County and the municipalities desire to obtain services and support from PPROEM as provided for in the Memorandums of Understanding ("MOUs"), attached hereto and incorporated herein as Exhibit 1 and Exhibit 2, respectively.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners, of El Paso County, State of Colorado, hereby approves the attached MOUs, at Exhibits 1 and 2, subject to the respective terms and conditions contained therein.

BE IT FURTHER RESOLVED that the duly elected, qualified member and Chair of the Board of County Commissioners, or the duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

BE IT FURTHER RESOLVED that upon approval by the Board, the PPROEM Regional Emergency Management and Recovery Executive Director is hereby authorized to execute both MOUs on behalf of the Board and is also authorized, in consultation with the County

Steve Schleiker
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Attorney's Office, to accept minor revisions as might be proposed by the municipalities to the MOUs, so long as those revisions are consistent with the overall intent and substance as outlined in Exhibits 1 and 2.

DONE THIS 13th day of January, 2026, at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Chair

MEMORANDUM OF UNDERSTANDING BETWEEN THE PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT (PPROEM) AND THE CITY OF FOUNTAIN FOR THE PROVISION OF EMERGENCY MANAGEMENT SERVICES

This Memorandum of Understanding ("MOU") is made and entered into by and between the Pikes Peak Regional Office of Emergency Management ("PPROEM") a collaborative entity of El Paso County and the City of Colorado Springs, State of Colorado, and the City of Fountain a municipal corporation and home rule city (hereinafter individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. §§ 29-1-201, *et seq.*, provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

WHEREAS, PPROEM is a regional entity created by the City of Colorado Springs and El Paso County, Colorado, to provide for high quality and cooperative regional emergency management services; and

WHEREAS, the City of Fountain a municipal corporation and home rule city, desires to engage PPROEM in assisting City of Fountain with the development, implementation, and maintenance of an Emergency Operations Plan ("EOP"), Continuity of Operations Plan ("COOP"), and other emergency plans as identified; and

WHEREAS, PPROEM has demonstrated the ability to provide emergency management services of the highest professional standards to the residents within El Paso County and City of Fountain desires to obtain services and support from PPROEM as provided for in this MOU.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the Parties and in consideration of the recitals and terms and conditions set forth herein the Parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU is to establish a collaborative framework under which PPROEM will support the City of Fountain in developing and maintaining an all-hazards emergency

management program, including planning, training, coordination, and response support. City of Fountain agrees to provide monetary compensation to PPROEM for the services rendered herein.

II. TERM, TERMINATION, AMENDMENTS

This MOU shall be deemed effective by the Parties from the date of execution by both Parties and shall automatically expire on December 31, 2026. This MOU may be terminated, with or without cause, by either Party upon thirty (30) days' written notice to the other Party. In the event of an early termination by either Party, PPROEM agrees to provide support and any final work product to City of Fountain up to the date of termination, and City of Fountain agrees to reimburse PPROEM for expenses up to and including through the date of termination. Notwithstanding the above, the Parties may renew, or otherwise modify, this MOU through a written and duly executed amendment.

III. DUTIES OF PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT

1. PPROEM will serve as augmentation to the City of Fountain Emergency Manager by delivering City of Fountain specific products and expertise in the areas of:
    A. All-hazards plans development,
    B. City of Fountain Emergency Coordination Team ("ECT") training
    C. Improvement plan implementation
    D. Disaster cost recovery facilitation
    E. Policy Group training.
2. Designate the PPROEM Director and Deputy Directors as the primary liaisons between the City of Fountain with services delivered by the appropriate PPROEM subject matter experts.
3. Integrate City of Fountain representatives into the PPROEM Emergency Coordination Center (ECC) organizational structure during activation of the City of Fountain EOP.
4. Provide access to PPROEM facilities and systems when the City of Fountain EOP is activated to coordinate and respond to such incidents.
5. Coordinate mitigation, preparedness, response, and recovery activities in alignment with the Hazard Mitigation Plan (HMP), Integrated Preparedness Plan (IPP), Emergency Operations Plan (EOP), and Recovery plans.
6. Assist in the development and implementation of a COOP, with scope and terms to be mutually agreed upon.
7. Support the City of Fountain Emergency Manager in updating and presenting the EOP and COOP for approval by the City Manager of Fountain.
8. Coordinate and provide training to City of Fountain personnel on the EOP and required National Incident Management System (NIMS) courses.
9. Provide hands-on support if the City Manager of Fountain requests emergency assistance as defined in the City/Town EOP.
10. Provide City of Fountain disaster information for dissemination to internal and external stakeholders during an emergency event where the City of Fountain EOP is activated.

11. Interface with appropriate local contact and regional, state, and federal agencies in coordination with City of Fountain.
12. Provide regular monthly reports, written or in-person for the first year, covering the development and implementation of goals and objectives. Reports will be quarterly thereafter.
13. Develop and provide a comprehensive after-action report and improvement plan for incidents where the City of Fountain EOP is activated.
14. Collaborate with City of Fountain assigned staff to plan annual tabletop exercise based on the City of Fountain established objectives which include the development of a Situation Manual, Exercise Facilitation, After-Action Report, and Improvement Plan.
15. PPROEM and City of Fountain may modify the Deliverables attached hereto as the needs of City of Fountain may evolve or change and the modified Deliverables shall automatically be incorporated into this MOU as approved by both Parties.

IV. DUTIES OF CITY OF FOUNTAIN

1. Designate a single point of contact to work with the PPROEM, which will be the City Manager of Fountain or his/her designee. The single point of contact must be of sufficient authority to direct participation of municipal staff in the event of training and/or EOP activations.
2. In coordination with PPROEM, convene regular meetings between municipal personnel and the PPROEM, ensuring regular communications and deliverable implementation.
3. Establish an Emergency Coordination Team (ECT) comprised of City of Fountain departmental staff to support preparedness and City of Fountain EOP activation.
4. Actively participate in planning, training and EOP activations as required by the City Manager of Fountain in consultation with the PPROEM.
5. Authorize the City Manager of Fountain to adopt and implement agreed upon plans, but at a minimum, the EOP, Continuity of Operations Plan (COOP), Integrated Preparedness Plan (IPP) and the PPROEM Hazard Mitigation Plan.
6. Provide space, equipment, and administrative support for an emergency operations center during a declared emergency event, at an appropriate municipal facility.
7. Provide funding to cover associated costs of this MOU as outlined in Schedule A, attached hereto. Notwithstanding the fact that costs are based on a part-time employee position, the intent of this MOU is that the City of Fountain shall receive the benefit of the entire PPROEM to provide services called for under this MOU and any employee funded under this MOU shall be an employee of Pikes Peak Regional Office of Emergency Management. City of Fountain understands that costs outlined in Schedule A may increase on an annual basis and PPROEM shall notify City of Fountain annually of any such increases.
8. Agrees to make all good-faith efforts to appropriate sufficient funding for the purposes of this MOU for each fiscal year this MOU is in effect. In the event City of Fountain does not appropriate sufficient funding for the purposes of this MOU, City of Fountain understands

that PPROEM shall have no further obligations to City of Fountain under this MOU and PPROEM may immediately terminate this MOU under such circumstances.

9. PPROEM and City of Fountain may modify the Deliverables attached hereto as the needs of City of Fountain may evolve or change and the modified Deliverables shall automatically be incorporated into this MOU as approved by both Parties.

V. ACKNOWLEDGEMENTS AND LIABILITY

The Parties acknowledge that this MOU applies to the Pikes Peak Regional Emergency Management System which allows multiple subject matter experts from the PPROEM team to meet PPROEM's deliverables. The intent of this MOU is to enable City of Fountain to receive from PPROEM a higher level of service based on increased funding, staffing and agreed upon deliverables.

- Goals and objectives (year 1 vs subsequent years) as outlined in this MOU and Schedule A.

The Parties acknowledge that the intent of this MOU is not to shift liability to the City of Colorado Springs and/or El Paso County for assisting the City of Fountain in fulfilling (City's/Town's) all-hazards and emergency response legal responsibilities. The Parties also acknowledge and agree that while PPROEM will use its best efforts in preparing any planning documents and/or training provided pursuant to this MOU, PPROEM nevertheless does not warrant any of the services or documents provided pursuant to this MOU and PPROEM affirmatively disclaims any such warranties, or implied warranties, and any liability concerning the sufficiency of such documents, plans and/or training, which are subject to the City of Fountain's approval and/or adoption.

The Parties acknowledge that each Party is responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own respective expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to PPROEM or City of Fountain by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*. and Article XI of the Colorado Constitution.

VI. MISCELLANEOUS PROVISIONS

Waiver. The waiver of any breach of a term, provision, or requirement of this MOU shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Headings for convenience. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this MOU.

Provisions construed as to fair meaning. The provisions of this MOU shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party of the source of the language in question.

No implied representations. No representations, warranties or certifications, express or implied, between the Parties exist except as specifically stated in this agreement.

No third party beneficiaries. None of the terms, conditions or covenants in this MOU shall give or allow any claim, benefit, or right of action by any person not a party hereto. Any person other than City of Fountain receiving services or benefits under this MOU shall be only an incidental beneficiary.

Assignability and Transfer. No Party to this MOU shall assign or otherwise transfer this MOU or any right or obligation hereunder without the prior written consent of the other Party.

Compliance with ordinances and regulations. This MOU shall be administered consistent with all current and future local and state laws, rules, charters, ordinances and regulations.

Agreement Subject to Appropriation. Notwithstanding any other provision of this MOU, with respect to any financial obligation of PPROEM which may arise under this MOU in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this MOU at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this MOU, including any sub-agreement, attachment, schedule, or exhibit thereto, by PPROEM. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to the City of Colorado Springs, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this MOU.

Severability. If any portion of this MOU or application thereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the MOU which can be given effect without the invalid provision or applications, and to this end the provisions of this MOU are declared to be severable.

Extent of Agreement. This MOU, with attachments thereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by all of the Parties. If any portion of this MOU is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this MOU shall be of full force and effect.

Authority. The Parties further acknowledge that with respect to ongoing emergency coordination, PPROEM shall be considered an independent contractor of the City of Fountain and shall be acting pursuant to authority delegated to the PPROEM, either directly or as delegated to

the PPROEM pursuant to such all-hazards and/or emergency plans as may be adopted by the City of Fountain in its sole discretion.

SIGNATURES

_____ Date _____

Andrew Notbohm
Regional Emergency Management and Recovery Executive Director,
Pikes Peak Regional Office of Emergency Management

_____ Date _____

Scott Trainor
City Manager, City of Fountain

SCHEDULE A

Salary Item	Year 1	Subsequent Years
Personnel Cost	$71,425	$71,425 plus potential personnel cost increase*
Cell Phone Service	$600	$600
Logo Clothing	$400	$200
Office Supplies/Printing	$500	$500
Training and Travel	$1,200	$1,200
Computer, monitors and peripherals	$1,700	N/A
Software Licenses (Adobe, GIS, Visio, Microsoft Package etc.)	$700	$200
Veoci municipal integration (based on number of users and frequency of use)	$5,000 estimate	$5,000 estimate
Total	$81,525	$79,125 plus potential personnel cost increase

* PPROEM is permitted to increase the dollar amounts reflected for "Subsequent Years" based on inflation and other increased costs of service which may arise in future years. PPROEM will notify City of Fountain if any cost increases for Subsequent Years in an updated Schedule A. The updated Schedule A for Subsequent Years shall automatically become part of this MOU.

PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT DELIVERABLES

Year 1	Subsequent Years
<u>Planning</u> • Develop municipal annex to the EOP to include finance considerations during an emergency/incident. • Facilitate the development of COOP based on agreed upon scope. • Gather input for IPP and Recovery Plan reviews/revisions as needed. • Provide a comprehensive after-action report and improvement plan regarding emergency response where the EOP is activated. <u>Exercise</u> • Design and conduct a tabletop exercise on the City of Fountain's identified threat or hazard. Provide a comprehensive after-action report and improvement plan for exercise. <u>Training</u> • Provide training to City of Fountain's Policy Group on roles and responsibilities during an emergency. • Provide training on EOP. • Ensure access to National Incident Management System courses. <u>Organization</u> • Assign appropriate subject matter experts to deliverables. <u>Equipment</u> • Support municipal integration with Veoci. • Communication equipment (radio, cell phone). • Computer and peripherals. • Pool vehicle access.	<u>Planning</u> • Maintain and update EOP Annex and identified COOP plans. • Gather input for IPP and Recovery Plan reviews/revisions as needed. <u>Exercise</u> • Design and conduct a tabletop exercise on the City of Fountain's identified threat or hazard. Provide a comprehensive after-action report and improvement plan for exercise. <u>Training</u> • Coordinate appropriate training based on identified gaps in the IPP. <u>Organization</u> • Assign appropriate subject matter experts to deliverables. <u>Equipment</u> • Ensuring access and updates to assigned equipment as needed.

CITY OF FOUNTAIN DELIVERABLES

Year 1	Subsequent Years
Planning • Authorize the City Manager of Fountain to adopt and implement agreed upon plans which include at a minimum the EOP, IPP, and HMP. • Participate and coordinate the implementation and adoption of municipal annex to the EOP to include finance considerations during an emergency/incident. • Participate and coordinate the implementation and adoption of identified COOP. • Participate in the development of the IPP and identify appropriate workgroups to be included in the IPP process. Exercise • Assist in the logistical support, design, and delivery of a tabletop exercise on the City of Fountain's identified threat or hazard. Training • Help coordinate the provision of training to the City of Fountain's Policy Group on roles and responsibilities during an emergency. Organization • Assist in deliverable completion. Equipment • Not applicable. All equipment issued through the El Paso County processes.	Planning • Assist in the maintenance and update to the EOP Annex and identified COOP plans. • Assist in the IPP annual update. Exercise • Assist in the design and conduct of a tabletop exercise based on the City of Fountain's identified threat or hazard. Training • Assist in the coordination and delivery of training based on identified gaps in the IPP. Organization • Assign appropriate subject matter experts to deliverables. Equipment • Not applicable.

Resolution No. 26-33
Exhibit 2

MEMORANDUM OF UNDERSTANDING BETWEEN THE PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT (PPROEM) AND THE TOWN OF MONUMENT FOR THE PROVISION OF EMERGENCY MANAGEMENT SERVICES

This Memorandum of Understanding ("MOU") is made and entered into by and between the Pikes Peak Regional Office of Emergency Management ("PPROEM") a collaborative entity of El Paso County and the City of Colorado Springs, State of Colorado, and the Town of Monument a municipal corporation and home rule city (hereinafter individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Article XIV, Section 18, of the Colorado Constitution, and C.R.S. §§ 29-1-201, *et seq.*, provide for, and encourage, political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other; and

WHEREAS, PPROEM is a regional entity created by the City of Colorado Springs and El Paso County, Colorado, to provide for high quality and cooperative regional emergency management services; and

WHEREAS, the Town of Monument a municipal corporation and home rule city, desires to engage PPROEM in assisting Town of Monument with the development, implementation, and maintenance of an Emergency Operations Plan ("EOP"), Continuity of Operations Plan ("COOP"), and other emergency plans as identified; and

WHEREAS, PPROEM has demonstrated the ability to provide emergency management services of the highest professional standards to the residents within El Paso County and Town of Monument desires to obtain services and support from PPROEM as provided for in this MOU.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the Parties and in consideration of the recitals and terms and conditions set forth herein the Parties agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU is to establish a collaborative framework under which PPROEM will support the Town of Monument in developing and maintaining an all-hazards emergency management program, including planning, training, coordination, and response support. Town

of Monument agrees to provide monetary compensation to PPROEM for the services rendered herein.

II. TERM, TERMINATION, AMENDMENTS

This MOU shall be deemed effective by the Parties from the date of execution by both Parties and shall automatically expire on December 31, 2026. This MOU may be terminated, with or without cause, by either Party upon thirty (30) days' written notice to the other Party. In the event of an early termination by either Party, PPROEM agrees to provide support and any final work product to Town of Monument up to the date of termination, and Town of Monument agrees to reimburse PPROEM for expenses up to and including through the date of termination. Notwithstanding the above, the Parties may renew, or otherwise modify, this MOU through a written and duly executed amendment.

III. DUTIES OF PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT

1. PPROEM will serve as augmentation to the Town of Monument Emergency Manager by delivering to the Town of Monument specific products and expertise in the areas of:
    A. All-hazards plans development,
    B. Town of Monument Emergency Coordination Team ("ECT") training
    C. Improvement plan implementation
    D. Disaster cost recovery facilitation
    E. Policy Group training.
2. Designate the PPROEM Director and Deputy Directors as the primary liaisons between the Town of Monument with services delivered by the appropriate PPROEM subject matter experts.
3. Integrate Town of Monument representatives into the PPROEM Emergency Coordination Center (ECC) organizational structure during activation of the Town of Monument EOP.
4. Provide access to PPROEM facilities and systems when the Town of Monument EOP is activated to coordinate and respond to such incidents.
5. Coordinate mitigation, preparedness, response, and recovery activities in alignment with the Hazard Mitigation Plan (HMP), Integrated Preparedness Plan (IPP), Emergency Operations Plan (EOP), and Recovery plans.
6. Assist in the development and implementation of a COOP, with scope and terms to be mutually agreed upon.
7. Support the Town of Monument Emergency Manager in updating and presenting the EOP and COOP for approval by the Town Manager of Monument.
8. Coordinate and provide training to Town of Monument personnel on the EOP and required National Incident Management System (NIMS) courses.
9. Provide hands-on support if the Town Manager of Monument requests emergency assistance as defined in the Town of Monument EOP.

10. Provide Town of Monument disaster information for dissemination to internal and external stakeholders during an emergency event where the Town of Monument EOP is activated.
11. Interface with appropriate local contact and regional, state, and federal agencies in coordination with Town of Monument.
12. Provide regular monthly reports, written or in-person for the first year, covering the development and implementation of goals and objectives. Reports will be quarterly thereafter.
13. Develop and provide a comprehensive after-action report and improvement plan for incidents where the Town of Monument EOP is activated.
14. Collaborate with Town of Monument assigned staff to plan annual tabletop exercise based on the Town of Monument established objectives which include the development of a Situation Manual, Exercise Facilitation, After-Action Report, and Improvement Plan.
15. PPROEM and Town of Monument may modify the Deliverables attached hereto as the needs of Town of Monument may evolve or change and the modified Deliverables shall automatically be incorporated into this MOU as approved by both Parties.

IV. DUTIES OF TOWN OF MONUMENT

1. Designate a single point of contact to work with the PPROEM, which will be the Town of Monument Manager or his/her designee. The single point of contact must be of sufficient authority to direct participation of municipal staff in the event of training and/or EOP activations.
2. In coordination with PPROEM, convene regular meetings between municipal personnel and the PPROEM, ensuring regular communications and deliverable implementation.
3. Establish an Emergency Coordination Team (ECT) comprised of Town of Monument departmental staff to support preparedness and Town of Monument EOP activation.
4. Actively participate in planning, training and EOP activations as required by the Town of Monument Manager in consultation with the PPROEM.
5. Authorize the Town Manager of Monument to adopt and implement agreed upon plans, but at a minimum, the EOP, Continuity of Operations Plan (COOP), Integrated Preparedness Plan (IPP) and the PPROEM Hazard Mitigation Plan.
6. Provide space, equipment, and administrative support for an emergency operations center during a declared emergency event, at an appropriate municipal facility.
7. Provide funding to cover associated costs of this MOU as outlined in Schedule A, attached hereto. Notwithstanding the fact that costs are based on a part-time employee position, the intent of this MOU is that the Town of Monument shall receive the benefit of the entire PPROEM to provide services called for under this MOU and any employee funded under this MOU shall be an employee of Pikes Peak Regional Office of Emergency Management. Town of Monument understands that costs outlined in Schedule A may

increase on an annual basis and PPROEM shall notify Town of Monument annually of any such increases.

8. Agrees to make all good-faith efforts to appropriate sufficient funding for the purposes of this MOU for each fiscal year this MOU is in effect. In the event Town of Monument does not appropriate sufficient funding for the purposes of this MOU, Town of Monument understands that PPROEM shall have no further obligations to Town of Monument under this MOU and PPROEM may immediately terminate this MOU under such circumstances.
9. PPROEM and Town of Monument may modify the Deliverables attached hereto as the needs of Town of Monument may evolve or change and the modified Deliverables shall automatically be incorporated into this MOU as approved by both Parties.

V. ACKNOWLEDGEMENTS AND LIABILITY

The Parties acknowledge that this MOU applies to the Pikes Peak Regional Emergency Management System which allows multiple subject matter experts from the PPROEM team to meet PPROEM's deliverables. The intent of this MOU is to enable Town of Monument to receive from PPROEM a higher level of service based on increased funding, staffing and agreed upon deliverables.

- Goals and objectives (year 1 vs subsequent years) as outlined in this MOU and Schedule A.

The Parties acknowledge that the intent of this MOU is not to shift liability to the City of Colorado Springs and/or El Paso County for assisting the Town of Monument in fulfilling the Town of Monument's all-hazards and emergency response legal responsibilities. The Parties also acknowledge and agree that while PPROEM will use its best efforts in preparing any planning documents and/or training provided pursuant to this MOU, PPROEM nevertheless does not warrant any of the services or documents provided pursuant to this MOU and PPROEM affirmatively disclaims any such warranties, or implied warranties, and any liability concerning the sufficiency of such documents, plans and/or training, which are subject to the Town of Monument's approval and/or adoption.

The Parties acknowledge that each Party is responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own respective expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to PPROEM or Town of Monument by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*. and Article XI of the Colorado Constitution.

VI. MISCELLANEOUS PROVISIONS

Waiver. The waiver of any breach of a term, provision, or requirement of this MOU shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Headings for convenience. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this MOU.

Provisions construed as to fair meaning. The provisions of this MOU shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party of the source of the language in question.

No implied representations. No representations, warranties or certifications, express or implied, between the Parties exist except as specifically stated in this agreement.

No third party beneficiaries. None of the terms, conditions or covenants in this MOU shall give or allow any claim, benefit, or right of action by any person not a party hereto. Any person other than Town of Monument receiving services or benefits under this MOU shall be only an incidental beneficiary.

Assignability and Transfer. No Party to this MOU shall assign or otherwise transfer this MOU or any right or obligation hereunder without the prior written consent of the other Party.

Compliance with ordinances and regulations. This MOU shall be administered consistent with all current and future local and state laws, rules, charters, ordinances and regulations.

Agreement Subject to Appropriation. Notwithstanding any other provision of this MOU, with respect to any financial obligation of PPROEM which may arise under this MOU in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this MOU at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this MOU, including any sub-agreement, attachment, schedule, or exhibit thereto, by PPROEM. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to the City of Colorado Springs, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this MOU.

Severability. If any portion of this MOU or application thereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the MOU which can be given effect without the invalid provision or applications, and to this end the provisions of this MOU are declared to be severable.

Extent of Agreement. This MOU, with attachments thereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by

all of the Parties. If any portion of this MOU is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this MOU shall be of full force and effect.

Authority. The Parties further acknowledge that with respect to ongoing emergency coordination, PPROEM shall be considered an independent contractor of the Town of Monument and shall be acting pursuant to authority delegated to the PPROEM, either directly or as delegated to the PPROEM pursuant to such all-hazards and/or emergency plans as may be adopted by the Town of Monument in its sole discretion.

SIGNATURES

_____ Date _____

Andrew Notbohm
Regional Emergency Management and Recovery Executive Director,
Pikes Peak Regional Office of Emergency Management

_____ Date _____

Madeline VanDenHoek
Town Manager, Town of Monument

_____ Date _____

Andy Kovacs
Fire Chief, Monument Fire District

SCHEDULE A

Salary Item	Year 1	Subsequent Years
Personnel Cost	$71,425	$71,425 plus potential personnel cost increase*
Cell Phone Service	$600	$600
Logo Clothing	$400	$200
Office Supplies/Printing	$500	$500
Training and Travel	$1,200	$1,200
Computer, monitors and peripherals	$1,700	N/A
Software Licenses (Adobe, GIS, Visio, Microsoft Package etc.)	$700	$200
Veoci municipal integration (based on number of users and frequency of use)	$5,000 estimate	$5,000 estimate
Total	$81,525	$79,125 plus potential personnel cost increase

* PPROEM is permitted to increase the dollar amounts reflected for "Subsequent Years" based on inflation and other increased costs of service which may arise in future years. PPROEM will notify Town of Monument if any cost increases for Subsequent Years in an updated Schedule A. The updated Schedule A for Subsequent Years shall automatically become part of this MOU.

PIKES PEAK REGIONAL OFFICE OF EMERGENCY MANAGEMENT DELIVERABLES

Year 1	Subsequent Years
<u>Planning</u> • Develop municipal annex to the EOP to include finance considerations during an emergency/incident. • Facilitate the development of COOP based on agreed upon scope. • Gather input for IPP and Recovery Plan reviews/revisions as needed. • Provide a comprehensive after-action report and improvement plan regarding emergency response where the EOP is activated. <u>Exercise</u> • Design and conduct a tabletop exercise on the Town of Monument's identified threat or hazard. Provide a comprehensive after-action report and improvement plan for exercise. <u>Training</u> • Provide training to Town of Monument's Policy Group on roles and responsibilities during an emergency. • Provide training on EOP. • Ensure access to National Incident Management System courses. <u>Organization</u> • Assign appropriate subject matter experts to deliverables. <u>Equipment</u> • Support municipal integration with Veoci. • Communication equipment (radio, cell phone). • Computer and peripherals. • Pool vehicle access.	<u>Planning</u> • Maintain and update EOP Annex and identified COOP plans. • Gather input for IPP and Recovery Plan reviews/revisions as needed. <u>Exercise</u> • Design and conduct a tabletop exercise on the Town of Monument's identified threat or hazard. Provide a comprehensive after-action report and improvement plan for exercise. <u>Training</u> • Coordinate appropriate training based on identified gaps in the IPP. <u>Organization</u> • Assign appropriate subject matter experts to deliverables. <u>Equipment</u> • Ensuring access and updates to assigned equipment as needed.

TOWN OF MONUMENT DELIVERABLES

Year 1	Subsequent Years
Planning • Authorize the Town Manager of Monument to adopt and implement agreed upon plans which include at a minimum the EOP, IPP, and HMP. • Participate and coordinate the implementation and adoption of municipal annex to the EOP to include finance considerations during an emergency/incident. • Participate and coordinate the implementation and adoption of identified COOP. • Participate in the development of the IPP and identify appropriate workgroups to be included in the IPP process. Exercise • Assist in the logistical support, design, and delivery of a tabletop exercise on the Town of Monument's identified threat or hazard. Training • Help coordinate the provision of training to the Town of Monument's Policy Group on roles and responsibilities during an emergency. Organization • Assist in deliverable completion. Equipment • Not applicable. All equipment issued through the El Paso County processes.	Planning • Assist in the maintenance and update to the EOP Annex and identified COOP plans. • Assist in the IPP annual update. Exercise • Assist in the design and conduct of a tabletop exercise based on the Town of Monument's identified threat or hazard. Training • Assist in the coordination and delivery of training based on identified gaps in the IPP. Organization • Assign appropriate subject matter experts to deliverables. Equipment • Not applicable.