BOCC

RESOLUTION NO. 26-86

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

RESOLUTION TO EXECUTE THE 2026 MEMORANDUM OF UNDERSTANDING WITH SAMCOM FOR THE OPERATION OF THE BLACK FOREST SLASH AND MULCH PROGRAM

WHEREAS, the growth of residential communities within forested areas of El Paso County has increased the danger to life and property from uncontrolled wildfire; and

WHEREAS, El Paso County encourages voluntary wildfire risk reduction efforts, undergrowth clearing, and defensible space maintenance; and

WHEREAS, to assist citizens within the forested areas to reduce the risk of loss from fire, the Slash and Mulch Program was established in 1995 on land leased from the State Board of Land Commissioners adjacent to Herring Road to accept slash, which is defined as tree debris including branches, leaves, and needles, and to grind the slash into mulch, which is given away free of charge to citizens; and

WHEREAS, this program promotes good forest health, effective long-term strategies, and wildfire hazard mitigation programs, and educates residents about reducing hazardous fuels on private lands; and

WHEREAS, the Slash and Mulch Program is primarily administered by a dedicated group of volunteers; and

WHEREAS, the volunteers created a non-profit corporation known as SAMCOM (Slash and Mulch Committee) and, in 2011 through 2025, SAMCOM entered into a Memorandum of Understanding with the County to administer the Slash and Mulch program; and

WHEREAS, SAMCOM has successfully managed the Slash and Mulch program for the past nine years; and

WHEREAS, the Board of County Commissioners deems it in the best interests of the County to continue its Memorandum of Understanding with SAMCOM for the overall management and operation of the Slash and Mulch Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby enters into the 2026 Memorandum of Understanding attached hereto for the purpose of operating the Black Forest Slash and Mulch Program as agreed to by both parties and stipulated in the document.

BE IT FURTHER RESOLVED that Carrie Geitner, duly elected, qualified member and Chair of the Board of County Commissioners, or Lauren Nelson, duly elected, qualified member and Vice-Chair of the Board of County Commissioners, is hereby authorized to execute all reasonable and necessary documents on behalf of the Board in order to complete the transaction described herein.

Steve Schleiker
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El Paso County, CO
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DONE THIS 17th day of March, 2026 at Colorado Springs, Colorado.

ATTEST:

By: _____
Clerk and Recorder

BOARD OF COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Carrie Geitner
Board of County Commissioners
of El Paso County, Colorado

MEMORANDUM OF UNDERSTANDING
BETWEEN EL PASO COUNTY AND SAMCOM

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("County") whose address is 200 South Cascade Avenue, Suite 100, Colorado Springs, CO 80903-2202 and SAMCOM, a duly organized Colorado non-profit corporation ("SAMCOM") whose address is 10035 Shoup Road, Colorado Springs, CO 80908-4140, United States, agree to enter into a Memorandum of Understanding ("MOU") to manage the Slash / Mulch facility located on Herring Road, between Shoup Road and Burgess Road in the Black Forest, El Paso County, Colorado for the 2026 operating season.

1. Length of MOU

This MOU is for the 2026 operating season defined as April 1, 2026 through December 31, 2026. It is the intention of the County and SAMCOM to commit to a mutually beneficial, long-term relationship.

2. SAMCOM Responsibilities

A. Overall management of the Slash / Mulch facility including volunteer scheduling and training, risk management, and participant service.

B. Collection and management of donations and loader fees.

C. Coordination of the contract with the loader and payment of loader-related expenses.

D. Provide $12,000 to El Paso County to support the grinder costs. The funds will be provided by July 15, 2026.

E. Promotion of the Slash / Mulch facility including educational hand-outs and activities.

F. Site maintenance / repair and related expenses to include mowing, gravel surface repair, removal of leftover mulch, removal of unacceptable materials left at the site, repair of shelters, gates, tables and other structures.

G. Provision of a portable toilet at the site.

H. Ensure that the Colorado State Forest Service registers and maintains its trailer loaned to SAMCOM for use at the site.

I. If SAMCOM elects to maintain a website, responsible for management and maintenance of the website.

J. Provide general liability insurance coverage with El Paso County listed as Additional Insured. A copy of the insurance will be on file prior to the beginning of the 2026 operating season.

   a. Commercial general liability insurance covering its operations, by or on behalf of SAMCOM, its members, officers, directors, employees, and volunteers on an occurrence basis against claims for bodily injury, personal injury, products/completed operations and property damage liability. The policy shall not exclude coverage for injuries to participants arising from its covered operations and shall not exclude coverage for disease or illness arising from its covered operations. The policy may exclude coverage for medical payments and cross liability. The policy shall name El Paso County, its officers, elected officials, and employees, as Additional Insured. The insurance shall be primary and contributory, if such a provision is available to SAMCOM as part of the waiver of subrogation. The policy shall contain a waiver of subrogation on behalf of El Paso County, its officers, elected officials, employees and volunteers. Minimum amounts of liability shall be as follows:

      Bodily injury and property damage: $1,000,000.00 each occurrence.

      Hired and Non-Owned Automobile Liability: $1,000,000.00 combined single limit for each accident.

      Hired / non-owned automobile liability may be included in the general commercial liability policy or as a separate policy. To the extent coverage is available for these types of liabilities, the coverage shall likewise name El Paso County, its officers, elected officials, employees and volunteers as Additional Insured. The insurance shall likewise be primary and not contributory, if such a provision is available to SAMCOM as part of the waiver of subrogation. To the extent coverage is available for these types of liabilities, the policy shall waive subrogation on behalf of El Paso County, its officers, elected officials, and employees.

   b. SAMCOM shall furnish certificates of such insurance prior to the beginning of the 2026 operating season to the County's satisfaction that the scope of the insurance policies meets the County's requirements as set forth above. All policies shall provide the County with at least 30 days' advance notice of cancellation for any reason other than non-payment of premium, in which case the policy shall provide the County with at least 10 days' advance notice of cancellation.

K. Provide the following data to the County at the end of the 2026 operating season:

   a. Total number of participants
   b. Cubic yards of slash accepted
   c. Cubic yards of mulch distributed

d. Total number of volunteers and associated hours
e. Total loader fees
f. Total donations / fees
g. Total Care and Share food collected (pounds)

3. **County Responsibilities**:

A. Coordinate the contract for the grinder and provide up to $40,000 for grinder expenses. SAMCOM will be responsible for a portion of the grinder payment in accordance with the provisions set in Section 2, Paragraph D. Should the grinder expenses exceed the $52,000 total provided for by Section 2, Paragraph D and Section 3, Paragraph A, additional costs will be divided equally between SAMCOM and El Paso County.

B. Provide assistance with administrative duties and general support as requested by SAMCOM.

C. Collaborate with SAMCOM to produce promotional materials including printing and signs. The County will assist with printing the materials / signs at the County or other authorized print and / or sign shop.

D. Coordinate and manage a Slash / Mulch Facility page on the County website. The information will include hours, events and activities. Promotional circulars will also be available on the Environmental Division pages as deemed appropriate by the County and SAMCOM.

E. Hold the lease for the Slash / Mulch operational site with the State Land Board.

F. Provide periodic grading of the entrance and exit gates and grading of the surface at the site.

4. **Mutual Understanding and Agreement By and Between the Parties**

Both parties are fiscally accountable for their own responsibilities and portion of work as detailed in Section 2 and Section 3 of this MOU.

5. **Financial Review / Audit**

Both parties agree to allow the inspection of books, records and bank accounts as related to the operation of the Slash / Mulch facility.

6. **Construction / Improvements**

SAMCOM will not complete any construction and / or improvements at the Slash / Mulch facility without written approval from the County. If approved, all construction / improvements must be completed in accordance with all applicable state and local laws and regulations including, but not limited to, all applicable building and land use regulations. In considering whether to permit construction/improvements, the County may consider any and all lawful factors including, but not limited to, the existence of

the appropriate financial controls to protect County-controlled property from lien issues. Under no circumstances will SAMCOM suffer or permit any liens of whatsoever kind or nature to be placed upon the Slash / Mulch site.

7. Indemnification

SAMCOM shall indemnify, hold harmless, and defend El Paso County, its officers, agents, and employees from any and all losses, injuries, damages, liability, claims, penalties, fines, and legal actions, including any costs and expenses incidental thereto, which may be asserted or brought against El Paso County, its officers, agents, and employees, and arising from SAMCOM actions or omissions upon or in any way concerning the operation of the Slash / Mulch facility. Nothing in this MOU is intended to waive or otherwise limit any defense available to the County as provided by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101, *et seq.*

8. Changes or Modifications

Any modification, amendment, notation, change, alternation, renewal, extension, or other alteration of this MOU shall not be valid unless the County and SAMCOM mutually agree to the same in writing.

9. Assignment and Subcontracting

SAMCOM shall not assign its interest in this MOU, nor shall it subcontract any of its obligations herein, without obtaining written approval from the County.

10. Severance

In the event any section, subsection, sentence, clause or phrase of this MOU is held to be invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this MOU.

11. Integration and Merger Clause

This MOU constitutes the entire understanding of the County and SAMCOM. The County and SAMCOM state and warrant and represent that, as of the time of execution of this MOU, there are no other terms, conditions, requirements or obligations affecting this MOU that are not specifically set forth herein. Further, any and all rights and obligations are strictly limited to the Parties of this MOU, thus, nothing in this MOU is intended to confer upon any third party any right or cause of action related to this MOU.

12. No Real Estate Interest Created

This MOU only confers to SAMCOM a non-exclusive, revocable license and, therefore, each Party's rights and obligations stated hereunder are exclusively contractual. Thus, SAMCOM agrees and understands that the County has not granted or conveyed any real estate interest of whatsoever kind or nature.

13. DISCLAIMER OF WARRANTIES

THE COUNTY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE PREMISES OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES OR ANY PORTION THEREOF.

14. Jurisdiction

In the event of any litigation arising under this MOU, the exclusive jurisdiction and venue shall be in the District or County Courts of El Paso County, Colorado.

15. County Contact

The Environmental Division Manager will be the first point of contact for all questions / requests from SAMCOM.

16. Notice

Any written notice required to be given under this MOU shall be effective when sent if deposited in the regular United States mail, first class, postage prepaid, and addressed to the following:

SAMCOM:
Jeff DeWitt, Registered Agent
SAMCOM
10035 Shoup Road
Colorado Springs, CO 80908

County:
Kathy Andrew, Manager
El Paso County
Environmental Services
3255 Akers Drive
Colorado Springs, CO 80922-1503

17. Termination for Convenience / Termination for Cause

Either party may terminate this MOU at any time and for any reason by providing written notice of the intent to terminate and which notice shall contain the effective date and time of the termination of the MOU, which date and time shall be no earlier than 30 days from the date of service of the notice. At the time of termination, all SAMCOM net proceeds from the operation of the County Slash / Mulch facility must be used to support the County Slash / Mulch facility operations.

Notwithstanding the foregoing, this MOU will automatically terminate by operation of law and without the need for action by either of the parties hereto if SAMCOM fails to keep and maintain any of the insurance policies required under this MOU. The MOU

will automatically terminate concurrent with any insurance policy termination date.

The signatures below indicate agreement with all terms in this MOU. Modifications can only be made in writing when agreed upon by both parties.

18. Non-Appropriation

The financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This MOU is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated by the County.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Carrie Geitner, Chair
Board of County Commissioners
of El Paso County, Colorado

Date:

SAMCOM

By: _____
Jeff DeWitt, Director

Date: 2/25/26

APPROVED AS TO FORM:

Office of the El Paso County Attorney

By: _____

ATTEST:

By: _____
Clerk and Recorder