

**MEMORANDUM OF UNDERSTANDING REGARDING
SEARCH AND RESCUE SERVICES**

This Memorandum of Understanding (“MOU”) is entered into this 16th day of May, 2023 by and between the Board of County Commissioners of Routt County (“BOCC” or “County”), a body corporate and political subdivision of the State of Colorado, the Routt County Sheriff’s Office (“Sheriff”), and Routt County Search and Rescue, Inc. (“RCSAR”), a non-profit corporation. BOCC, Sheriff, and RCSAR are hereinafter referred collectively as the “Parties.”

WHEREAS, BOCC is a political subdivision of the State of Colorado that desires to support the public health and safety efforts for individuals in Routt County, Colorado; and

WHEREAS, Sheriff has the responsibility, and therefore the concomitant authority for coordination of all search and rescue operations within Routt County, Colorado, pursuant to C.R.S. § 24-33.5-707(10); and

WHEREAS, RCSAR is a nonprofit corporation organized to assist the Sheriff in support and development of backcountry search and rescue (BSAR) operations within Routt County, Colorado; and

WHEREAS, RCSAR’s operations are beneficial to Sheriff, BOCC, and Routt County’s residents and visitors; and

WHEREAS, RCSAR has assumed the responsibility as the primary response team for BSAR within Routt County, and Sheriff frequently requests the services provided by RCSAR; and

WHEREAS, the Parties desire to clarify their relationship regarding BSAR operations and missions generally; and

WHEREAS, RCSAR and RCSO have entered into an Agreement of Cooperation for the Provision of Backcountry Search and Rescue Services (RCSAR/RCSO Agreement) which is incorporated herein by reference and is attached as **Exhibit A**; and

WHEREAS, Pursuant to C.R.S. § 24-33.5-822, BOCC and Sheriff are authorized to enter into a MOU with RCSAR to provide BSAR services within Routt County.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. RCSAR SCOPE OF WORK AND RESPONSIBILITIES

A. General Responsibilities. RCSAR agrees to the following general responsibilities:

1. Maintain a nonprofit agency in good standing dedicated to all aspects of BSAR operations.

2. RCSAR will ensure team members receive adequate training in rescue techniques required for SAR operations in Routt County, and shall establish minimum baseline training requirements for its membership to maintain team members' core competencies.
3. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes that are applicable to its ongoing corporate responsibilities.
4. RCSAR shall fulfill the Sheriff's responsibility to provide backcountry search and rescue services to the county through the following objectives, described in greater detail in the Agreement attached as **Exhibit A**:
 - a. Establish and maintain a group of volunteers capable of conducting search and rescue operations in Routt County at any time in any terrain;
 - b. Conditioning, training, and equipping its volunteers;
 - c. Promoting and encouraging education in outdoor safety, survival, and first aid;
 - d. Acquiring, improving, and maintaining any interest in real and personal property necessary or convenient for the accomplishment of the foregoing responsibilities, as permitted by funding provided by local or state government and any private donations, however, such inability to perform due to lack of funding shall permit either party to immediately terminate this Agreement with notice but without the need for ninety (90) days' notice as required by the termination provision set forth herein;
 - e. Participate in BSAR operations and missions ("Incidents") at the request of and coordinated by Sheriff or their representative;
 - f. Maintain contact with Sheriff or their representative for the duration of an incident by phone, radio, or in person, as requested by the Sheriff/RCSO;
 - g. Comply with National Incident Management System ("NIMS");
 - h. In performing its duties under this MOU, RCSAR shall use any appropriate training and certification standards required by any applicable Federal and Colorado statute, code, or regulation.

B. Quality of Work. RCSAR shall perform all duties and responsibilities under this MOU in a timely, expeditious, and professional manner.

II. SHERIFF'S RESPONSIBILITIES

A. Sheriff, through the County, agrees to provide access to communications systems and functions of the Routt County Communications Center.

B. Sheriff will not limit RCSAR operations outside of Routt County or within incorporated areas within Routt County provided RCSAR takes all reasonable efforts to provide services within the County upon Sheriff's request. Requests for assistance outside of Sheriff's jurisdiction shall be treated as a request for interjurisdictional mutual aid pursuant to C.R.S. § 24-33.5-701 *et seq.* All such requests shall be made pursuant to the Agreement attached as **Exhibit A**.

C. Sheriff will not require RCSAR to assign or lend RCSAR owned equipment to other persons or agencies.

III. BOCC RESPONSIBILITIES

A. BOCC agrees to consider budgetary request to aid RCSAR in provision of necessary emergency services.

IV. RELATIONSHIP AND GOVERNMENTAL IMMUNITY

A. Pursuant to C.R.S. § 8-40-202, RCSAR volunteers shall be considered an employee of the Sheriff while they are actually performing BSAR duties and while engaged in organized drills, practice, or training necessary or proper for the performance of such duties on behalf of Sheriff, and while traveling to and from such activities as authorized by Sheriff. Accordingly, while engaged in, or traveling to or from, BSAR activities and necessary training, RCSAR volunteers are covered by Routt County's government workers compensation insurance ("RCGWC"). RCSAR volunteers will be considered to be performing duties and necessary training from the time that RCSAR receives a request from the Sheriff or as scheduled or arranged in advance with the Sheriff.

B. RCSAR volunteers performing any search and rescue operations hereunder shall be considered authorized volunteers of Sheriff entitled to the benefits and protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*, and C.R.S. 13-21-115.5.

C. While not engaged in BSAR operations or organized drills, practice, or training necessary or proper for the performance of such duties on behalf of Sheriff, or are not traveling to and from such activities, RCSAR, its officers, directors, employees, and volunteers are not employees, agents, or servants of Sheriff or BOCC and not entitled to County employment benefits of any kind.

D. County vehicles and equipment are covered under Routt County policies of insurance.

E. RCSAR does not have the authority to act for Sheriff or BOCC, or to bind either in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of Sheriff or BOCC.

F. Except as specified herein and in the Agreement attached as **Exhibit A**, Sheriff will not provide training or instructions to RCSAR or any of its employees regarding the performance of its responsibilities.

V. DURATION

The term of this MOU will commence upon signature of the Parties, and shall end only upon modification of this MOU or written notice of termination provided by either party pursuant to the termination provision of this MOU.

VI. GENERAL PROVISIONS

A. Termination. Either party may terminate this MOU at any time by giving the other party written notice of not less than ninety (90) days. Should either party choose to terminate this MOU, all rights and obligations of then parties under this agreement shall cease on the effective date of such termination. Termination of this MOU shall have no effect on the separate Agreement attached hereto as **Exhibit A** unless termination of both agreements is so specified.

B. Modifications. No modification or waiver of this MOU, or of any covenant, condition, or provision herein contained, shall be valid unless in writing and duly executed by the Parties to be charged herewith. Notwithstanding the foregoing, the Agreement attached hereto as **Exhibit A** may be amended or modified by written agreement of the Parties so long as such amendments or modifications do not substantively change the terms of this MOU.

C. Notice. Any notice or communication given pursuant to this MOU shall be given in writing either in person or by certified mail, return receipt requested to the addresses listed below. If in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be given at the time indicated on the duly completed return receipt.

Routt County Sheriff
PO Box 773087
Steamboat Springs, CO80477

Routt County Search and Rescue
Attn: President
PO Box 772837
Steamboat Springs, CO 80477

D. Agreement. This MOU embodies the entire agreement between the Parties and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either party other than those contained herein.

E. Assignment. This MOU shall be binding upon and shall inure to the benefit of the Parties hereto, their successors or assigns. No party shall assign any of the rights nor delegate or sub-contract any of the duties created by this MOU without the written consent of the other party.

F. Third Parties. This MOU does not and shall not be deemed to confer upon any third party any right to claim damages, bring suit, or other proceeding against the Parties hereto because of any term contained in this MOU.

G. Severability. All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this MOU shall be interpreted as if such invalid agreement or covenant were not contained herein.

H. Applicable Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Routt County, Colorado. The parties shall perform their respective obligations hereunder in accordance with all applicable local, state and federal laws and regulations.

I. Non appropriation. No portion of this MOU shall be deemed to create an obligation on the part of Sheriff or BOCC to expend funds not otherwise appropriated in each succeeding year. Notwithstanding anything contained herein to the contrary the obligations of Sheriff and BOCC under this MOU are expressly subject to annual appropriations being made by Sheriff in amounts sufficient to allow County to perform its obligations hereunder. In the event sufficient funds are not so appropriated, this MOU may be terminated by RCSAR, Sheriff or BOCC without penalty; provided, in such event that Sheriff and/or BOCC shall pay for all of its obligations incurred under the MOU prior to the date of such termination. Any obligations of Sheriff and BOCC hereunder shall not constitute a general obligation indebtedness or multi-year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

J. Waiver. By participating in the MOU Sheriff and BOCC do not waive or relinquish any right or protection provided by statute or rule that it would otherwise enjoy, including those provided by the Colorado Governmental Immunity Act.

K. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this MOU.

L. Attorney's Fees. If an action is brought to enforce this MOU, the parties shall be responsible for their own attorney's fees.

M. Counterparts. This agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

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IN WITNESS THEREOF, the parties hereto have executed this MOU, effective as of the last date below.

**THE COUNTY OF ROUTT
STATE OF COLORADO**

Doug Scherar
Routt County Sheriff
Date: _____

Jay Bowman
Routt County Search and Rescue, Inc.
Date: _____

Jay Harrington
Routt County Manager
Date: May 16, 2023

EXHIBIT A

**AGREEMENT OF COOPERATION FOR THE PROVISION OF BACKCOUNTRY
SEARCH AND RESCUE SERVICES**

This agreement is effective the _____ day of _____, 2023, by and between the Routt County Sheriff's Office (RCSO) and Routt County Search and Rescue (RCSAR), and supersedes any pre-existing similar written agreement between RCSO and RCSAR.

WHEREAS, RCSO has statutory responsibility under C.R.S. 24-33.5-707(10) for coordination of all search and rescue (SAR) operations within Routt County, and desires to develop and maintain SAR services of the highest caliber, and;

WHEREAS, RCSAR is a private non-profit corporation under Colorado law, dedicated to providing Backcountry Search and Rescue (BSAR) services, including but not limited to ground and air search for lost or injured persons in the backcountry, rescue of injured and lost persons from the backcountry, recovery of deceased persons in the backcountry, avalanche response in the backcountry, and technical rope rescue operations, and;

WHEREAS, RCSO and RCSAR mutually desire and agree to associate together for the development, maintenance and management of BSAR services within Routt County, and;

WHEREAS, the parties, through their duly authorized representatives, have met and discussed their logistical and financial needs, and their capabilities, and the terms of their respective efforts in BSAR operations in Routt County. THEREFORE, the parties enter into this Agreement of Cooperation, pursuant to C.R.S. § 24-33.5-822, for the provision of BSAR services within Routt County, under the following terms and conditions:

I. PARTIES

- a) Routt County Sheriff's Office, PO Box 773087, Steamboat Springs, Colorado, 80477
- b) Routt County SAR, PO Box 772837, Steamboat Springs, Colorado, 80477

II. DURATION

The term of this Agreement will commence upon signature of the Parties, and shall end only upon modification of this Agreement or written notice of termination provided by either party pursuant to the termination provision of this Agreement.

III. DEFINITIONS

- a) "Backcountry search and rescue" (BSAR) is a subset of "search and rescue" as defined in C.R.S. 24-33.5-703(8), and BSAR is defined by Colorado law in C.R.S. 33-1-102(1.3) (effective 6/27/2021). The parties agree to adopt this statutory definition of BSAR for purposes of this agreement.

IV. RCSAR TRAINING AND CERTIFICATIONS

- a) RCSAR will ensure team members receive adequate training in rescue techniques required for BSAR operations in Routt County, and shall establish minimum baseline training requirements for its membership to maintain team members' core competencies.
- b) RCSAR will provide RCSO with any current training schedules it expects to be authorized by the Sheriff.
- c) If authorized by the Sheriff, each RCSAR training and all participating RCSAR team members are extended all the protections of this Agreement.
- d) Any special certifications held by RCSAR and/or its members will be maintained by RCSAR.

IV. RCSO TRAINING SUPPORT

- a) RCSO, as staffing permits, will support and collaborate with RCSAR training in areas where the parties agree such collaboration is appropriate, including but not limited to firearms safety in connection with BSAR operations during hunting season, and in operations of RCSAR vehicles with emergency equipment activated (CODE vehicle operations).

V. OPERATIONAL EXPENSES

- a) RCSO understands that operational funding for RCSAR may be comprised of annual budgetary contributions from Routt County BOCC and the City of Steamboat Springs, and private donations and grant awards if any.
- b) Other than as referenced specifically in this Agreement, RCSAR agrees that no charge shall be made to RCSO or Routt County for its manpower or technical consultation rendered during any authorized SAR incident, field training exercise or classroom instruction.
- c) RCSO may assist and support RCSAR in securing additional funding for major equipment additions and/or replacements as deemed necessary by RCSAR.
- d) Upon request from RCSAR, RCSO may agree to help obtain available funds for RCSAR to cover extraordinary incident expenses, and to provide bridge funding for incidents if necessary, to be reimbursed by the CPW fund created by C.R.S. § 33-1-112.5.
- e) RCSO agrees to allow RCSAR and its members to be covered under Routt County's Workers Compensation Insurance while engaged in RCSAR incident or training operations authorized by the Sheriff, and transport related to such operations.

VI. EQUIPMENT

- a) RCSAR agrees to acquire, maintain and store necessary equipment for BSAR operations in Routt County.
- b) RCSAR agrees to inspect and maintain all equipment on a pre-determined schedule and in a manner consistent with all manufacturer's recommendations.

c) Upon request from RCSO, RCSAR agrees to provide a written or verbal inventory of all such equipment within thirty (30) days of request.

d) RCSAR agrees to provide paging for RCSAR members to request responses for incidents and to communicate necessary information to the members.

VII. BSAR OPERATIONS

a) RCSO authorizes all BSAR operations initiated by the Sheriff or designee.

b) RCSAR agrees to timely initiate or terminate BSAR operations as directed by RCSO, and RCSO agrees to direct initiation or termination of BSAR operations only after obtaining the most complete information practically available under the circumstances.

c) RCSAR agrees to timely notify RCSO of any requests for agency assistance in BSAR operations from agencies or entities outside of Routt County, and RCSO agrees to act in a timely manner as to those requests. Upon approval by RCSO, such operations constitute an RCSO authorized activity and all participating RCSAR team members and/or authorized trainees are extended all the protections of this Agreement.

d) RCSAR and RCSO mutually recognize the value of the Incident Command System (ICS) in conducting BSAR operations as contemplated by this Agreement, and the parties agree to operate under the ICS system to as practical an extent as possible while BSAR operations.

e) RCSAR and RCSO agree that RCSAR shall provide the Incident Commander (IC) on all BSAR operations in Routt County and that the IC shall determine and appoint all necessary positions in the ICS structure.

f) RCSAR agrees that its members shall be equipped with sufficient kit, including but not limited to clothing, nutrition/hydration, thermoregulation and shelter to remain in the field for 24 hours regardless of weather conditions.

g) Only those RCSAR Incident Commanders and Team Leaders (TL) who have attended RCSO training on CODE vehicle operations may operate RCSAR vehicles in CODE status, in a manner consistent with that training. Any IC or TL operating a RCSAR vehicle in CODE status shall notify the incident IC upon CODE status activation and termination. RCSO may revoke the CODE operational permissions of any RCSAR team member if RCSO determines that member has deviated from the applicable training or otherwise demonstrated a lack of judgment in CODE vehicle operations.

VIII. MODIFICATION OR TERMINATION OF AGREEMENT

a) RCSO and RCSAR agree that any of the terms of this Agreement may be modified or nullified through their mutual agreement. Such modifications or nullifications shall be executed in writing and signed by authorized representatives of the parties prior to becoming effective, and they shall not affect any other provisions of this Agreement.

b) RCSO and RCSAR agree that either party may withdraw from this Agreement at any time. Such withdrawal shall be executed in writing and signed by an authorized representative, and shall be served on the other party by hand-delivery or certified mail. The withdrawal from the Agreement will in no case become effective for at least sixty (60)

days after service of the notice of withdraw is made, or as mutually agreed to by the parties.

c) RCSO and RCSAR reserve all legal rights including to any remedies for breach of this Agreement as are authorized by Colorado and/or United States law.

IX. FUNDING AND PERSONNEL CONTINGENCY

a) This Agreement and the obligations of the parties hereunder are contingent upon adequate funding being budgeted and appropriated therefore, and upon the availability of adequate numbers of qualified volunteer RCSAR team members.

**THE COUNTY OF ROUTT
STATE OF COLORADO**

Doug Scherar
Routt County Sheriff
Date: _____

Jay Bowman
Routt County Search and Rescue, Inc.
Date: _____