

RESOLUTION NO. 6
Series of 2017

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF VAIL AND EAGLE COUNTY REGARDING
INTERMOUNTAIN FOREST HEALTH AND SETTING FORTH DETAILS IN REGARD
THERETO.**

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter");

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified;

WHEREAS, the Vail Fire and Emergency Services is undertaking the Intermountain Forestry Health Project (the "Project");

WHEREAS, the Project is to reduce fuel loading, improving forest health and protect wildlife habitat in the Intermountain area in and around the town;

WHEREAS, Eagle County has agreed to contribute \$20,000 towards the Project;
and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement to protect West Vail area from wildfire and remove the hazardous material.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF VAIL, COLORADO:**

1. The Council hereby approves the Intergovernmental Agreement and authorizes the Town Manager to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto as Exhibit A and in a form approved by the Town Attorney.

2. This Resolution shall be effective immediately upon adoption.

INTRODUCED, READ, APPROVED AND ADOPTED this 1st day of March, 2016.

Dave Chapin, Mayor, Town of Vail

ATTEST:

Patty McKenny, Town Clerk

EXHIBIT A

**INTERMOUNTAIN FOREST HEALTH INTERGOVERNMENTAL
AGREEMENT**

**BETWEEN EAGLE COUNTY AND
THE TOWN OF VAIL**

THIS INTERMOUNTAIN FOREST HEALTH INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into on _____, (the "Effective Date"), by and between EAGLE COUNTY, COLORADO (the "County"), and the TOWN OF VAIL, COLORADO (the "Town") (each referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Vail Fire and Emergency Services, a department of the Town ("Vail Fire"), is undertaking the Intermountain Forestry Health Project (the "Project");

WHEREAS, the purpose of the Project is to reduce fuel loading, improve forest health and protect wildlife habitat in the Intermountain area in and around the Town;

WHEREAS, the County supports the Town's efforts to expand community protection from wildfire in the west Vail area and the Parties pledge to work together to reduce the hazards as much as practical;

WHEREAS, the County has agreed to contribute \$20,000 towards the Project, and the Parties desire to enter into an agreement with regard to payment of such amount; and

WHEREAS, this Agreement is entered into pursuant to the authority of local governments of the state of Colorado to contract with one another. C.R.S. § 29-1-203 and Article XIV, Section 18 of the Colorado Constitution.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Project Funding. For the Town's Project, the County will contribute a total sum of \$20,000.00. In order to receive the funds under this Agreement, the Town shall submit an invoice to the County. Invoices shall be submitted to Eagle County Environmental Health. Payment will be made according to the County's regular bill paying procedure.
 - a. Because of the benefits to forest health in Eagle County, Colorado that are achieved by this Project, the County has agreed to provide funding for the Project. The County's participation in the Project is limited to funding only.

- b. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County.

2. Miscellaneous.

- a. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, payments sent by mail should be addressed as follows:

Eagle County Government Contact:
Eagle County Government
Environmental Health
Attn: Eric Lovgren
PO Box 850
500 Broadway
Eagle, CO 81631
e-mail: eric.lovgren@eaglecounty.us

Town of Vail Contact:
Town of Vail
Fire Department
Attn: Paul Cada
75 S. Frontage Rd.
Vail, CO. 81657
Email: pcada@vailgov.com

- b. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.
- c. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by a Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- d. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- e. Third Parties. There are no intended third-party beneficiaries to this Agreement.

- f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- g. Modification. This Agreement may only be modified upon written agreement of the Parties.
- h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.
- i. Governmental Immunity. The Town and its officers, attorneys and employees and the County and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees or the County and its officers, attorneys and employees. The Town and its employees shall not be deemed to assume any liability for intentional or negligent acts or omissions by the County, or any officer, agent or employee of the County.
- j. Subject to Annual Appropriation. Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Town in respect of any period after December 31 of any year, without an appropriation therefor by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 *et. seq.*) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).
- k. Compliance With Law. Each Party shall comply with all applicable federal, state and local rules, regulations and laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

TOWN OF VAIL, COLORADO

Stan Zemler, Town Manager

ATTEST:

Patty McKenny, Town Clerk

COUNTY OF EAGLE, COLORADO

Jill Ryan, Chairman of the Board of Commissioners

ATTEST:

Regina O'Brien, Clerk to the Board

