

**RESOLUTION NO. 8**  
**Series of 2017**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE TOWN OF VAIL AND EAGLE COUNTY CONCERNING A GRANT OF  
TRAIL MAINTENANCE FUNDS 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 Town and Eagle County (the "County") have been working cooperatively to fund, construct and manage a phased recreation and transportation public trail systems through Eagle County known as the Eagle Valley Trail;

WHEREAS, the Town has requested funding through the Trail Repair and Safety Grant program to replace and repair asphalt within Eagle County located on the Gore Valley Trail segment through Dowd Junction (the "Project");

WHEREAS, the County's ECO Trails Department have reviewed and granted the Town's request for funding for the Project in the amount of \$150,000.00; and

WHEREAS, the approval of Resolution No. 8, Series of 2017 is required in order to complete the funding process.

**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**

### **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF VAIL AND EAGLE COUNTY, COLORADO CONCERNING A GRANT OF TRAIL MAINTENANCE FUNDS**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into by and between the Town of Vail, a Colorado municipal corporation (hereinafter the "Town") and Eagle County, a body corporate and politic of the state of Colorado (hereinafter "County"). Collectively the Town and County shall be referred to as the "Parties" and singularly as "Party". This Agreement is entered into and is effective on \_\_\_\_\_, 2017.

### **RECITALS**

WHEREAS, C.R.S. 29-20-101 *et.seq.* encourages intergovernmental agreements through which local governments cooperate and participate in joint projects; and

WHEREAS, the Town and County have been working cooperatively to fund, construct and manage a phased recreation and transportation public trail systems through Eagle County known as the Eagle Valley Trail; and

WHEREAS, County has received a request from the Town for maintenance project funding to replace and repair asphalt within Eagle County located on the Gore Valley Trail segment through Dowd Junction (hereinafter "Project"); and

WHEREAS, the application for funds was submitted in accordance with the Trail Repair and Safety Grant program managed by County's ECO Trails Department (hereinafter "ECO Trails"); and

WHEREAS, the application (attached Exhibit A) was reviewed by the County's advisory trail planning and funding body, the ECO Eagle Valley Trails Committee, and said body recommends in favor of funding the request; and

WHEREAS, the funds are available in the County's "Maintenance Grants" line item in the ECO Trails 2017 approved budget.

1.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual rights and obligations as set forth below, the Parties agree as follows:

#### **1. PROJECT FUNDING**

1.1 County, per the recommendation of the Eagle Valley Trails Committee, will contribute up to \$150,000.00 to the estimated project cost of \$1,465,000.00. The funds will be paid from the ECO Trails Department budget.

1.2 In order to receive the funds granted under this Agreement, the Town will submit an invoice to County at the completion of the Project. Invoices will be submitted to ECO

Trails, P.O. Box 1070, Gypsum, Colorado 81637. Payment will be made according to the County's regular bill paying procedure.

1.3 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).

## **2. SCOPE AND DESCRIPTION OF PROJECT**

2.1 The Project work will consist of the following components:

- a. Reconstruction of the rock retaining wall;
- b. Reconstruction of the paved trail in the construction area;
- c. Stabilization of the opposite bank; and
- d. Construction of boulder "grade control" structures in Gore Creek to help stream flow.

2.2 Additional work may be added to the scope of the project based on the "global stability analysis". Those additional improvements will be funded by the Town and not the County.

2.3 The section of trail within the Town for which the County contribution is being granted will be constructed or repaired to the pertinent standards in the Eagle Valley Regional Trails Plan, as adopted by the Town in 2001.

2.4 County shall provide Town a temporary sign to install at the work site indicating that the Project is funded through the County's ECO Trails fund. Town shall provide County seven working days' notice of the date the Project will commence.

## **3. PROJECT OWNERSHIP AND MANAGEMENT UPON COMPLETION**

3.1 Town shall be solely responsible for the design, construction, management and maintenance of the Project and shall own the Project.

3.2 The section of the Eagle Valley Trail for which the contribution is being requested will be maintained by the Town as follows:

- a. Maintenance as required for the replaced and repaired asphalt;
- b. Monthly sweeping, March through November;
- c. Monthly vegetation control including weed removal, mowing, cutting and trimming;
- d. Trash removal;
- e. Repair and replacement of signs, fences, railings, striping, drainage and other trail features; and
- f. Inspections monthly, or no less than quarterly.

## **4. INDEMNIFICATION, INSURANCE AND GOVERNMENTAL IMMUNITY**

4.1 To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other including its, agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens demands, action and causes of action whatsoever, including attorney fees, arising out of or related to its negligent acts or omissions.

4.2 The Town shall provide its own public liability, property damage, and errors and omissions insurance coverage as County may deem adequate and necessary for any potential liability arising from this Agreement.

4.3 Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, employees, contractors, or agents, or any other person acting on behalf of either Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

## **5. TERM AND TERMINATION**

5.1 The term of this Agreement shall commence on the date executed by both Parties and shall terminate on December 31, 2017 unless the Agreement is extended by both Parties prior to that end date. Any unexpended funds may be required to be returned to County as well as any funds not properly expended according to Project objectives.

5.2 If either Party fails to substantially perform the duties and obligations in accordance herewith, the other Party may terminate this Agreement upon seven (7) days written notice to that Party, unless that Party cures the breach within the seven (7) day remedy period. Either Party may terminate this Agreement without cause upon thirty (30) days written notice.

5.3 Notwithstanding the foregoing, neither Party may terminate this Agreement with respect to the Project as a whole or any phase, if such termination would cause a violation of the terms of a grant agreement. In the event of termination, the Parties will pay amounts due and owing for work satisfactorily performed to the date of termination and will close out grants in accordance with their terms.

## **6. MISCELLANEOUS**

6.1 **Notices.** 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  
ECO Trails  
Attn: Jared Barnes  
e-mail: [jared.barnes@eaglecounty.us](mailto:jared.barnes@eaglecounty.us)  
P.O. Box 1070  
Gypsum, CO 81637

Town of Vail  
Attn: Gregg Barrie  
1309 Elkhorn Drive  
Vail, CO 81657  
Phone: 970-479-2337  
e-mail: [gbarrie@vailgov.com](mailto:gbarrie@vailgov.com)

6.2 **Modification.** This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate in whole or in part unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

6.3 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Town or County. Absolutely no third party beneficiaries are intended by this Agreement.

6.4 **No Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other. Either Party may terminate this Agreement if the other assigns this Agreement without the prior written consent of the other.

6.5 **Jurisdiction and Venue.** This Agreement shall be interpreted in accordance with the laws of the state of Colorado and the Parties agree to submit to the jurisdiction of the courts thereof. Venue shall be in the Eagle County District Court.

6.6 **Invalidity.** Invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

6.7 **Compliance with Law.** Each Party shall comply with all applicable federal, state and local rules, regulations and laws.

**IN WITNESS WHEREOF,** each Party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF EAGLE, STATE OF  
COLORADO, By and Through Its BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jillian Ryan, Chair

ATTEST:

By: \_\_\_\_\_  
Regina O'Brien  
Clerk to the Board

TOWN OF VAIL

By: \_\_\_\_\_  
Stan Zemler, Town Manager

ATTEST:

By: \_\_\_\_\_  
Patty McKenny, Town Clerk