

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF VAIL AND EAGLE COUNTY, COLORADO
CONCERNING WILDLAND FIRE MITIGATION PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Town of Vail (hereinafter “Vail”), and Eagle County, a body corporate and politic of the state of Colorado (hereinafter “County”). Collectively Vail and County shall be referred to as the “Parties” and singularly as “Party”. This Agreement is entered into and is effective on _____.

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 of Vail is taking proactive steps to become “Fire Adapted” and recognizes that an uncontrolled wildland fire could impact the town in the future. To that end, Vail Fire and Emergency Services has developed a successful Wildland Fire Program (hereinafter the “WFP”) and is in the process of implementing a Community Wildfire Protection Plan (hereinafter the “CWPP”) in order to provide for the safety of the Town of Vail before, during and after a wildland fire incident; and

WHEREAS, the Vail Fire and Emergency Services WFP modules work in many capacities to fulfill this mission including; fuels management projects, community assessments, wildland fire suppression, community chipping, and prescribed fire operations; and

WHEREAS, the County desires to provide funds and the Parties desire to accept the roles and responsibilities set forth in this Agreement in order to support these endeavors; and

WHEREAS, this Agreement is authorized by and 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, in consideration of the mutual rights and obligations as set forth below, the Parties agree as follows:

1. PURPOSE

- 1.1.** Twenty of Colorado’s largest wildfires have occurred within the last twenty years. Four out of the five largest fires in State history have occurred within the last three years. In 2021, the Sylvan Fire burned 3,792 acres above Sylvan Lake State Park; In 2020, the Grizzly Creek Fire burned over 32,000 acres and directly threatened several communities within Eagle County. In 2018, the Lake Christine Fire burned nearly 13,000 acres in Eagle

County, destroying three homes, and threatening hundreds more. A worrisome trendline now points to Eagle County's increasing vulnerability to wildfire destruction.

- 1.2. In response to this growing threat from uncontrolled wildfire, in 2015 the Town of Vail adopted the "Fire Adapted Vail" strategic framework to guide efforts to create a resilient community in the face of the growing risk from wildfire. In 2020, Vail Fire and Emergency Services completed a Community Wildfire Protection Plan (CWPP) that expands upon the strategic framework by establishing five main community goals - reduce the risk of a Wildland Urban Disaster within the Town of Vail; decrease the probability of landscape scale high severity wildfire events; build business community resiliency to wildfire disasters; foster citizen engagement and preparedness; and support the utilization of forest products
- 1.3. Since 2015, Vail Fire and Emergency Services has implemented over 150 acres of fuel reduction and the Town of Vail has spent in excess of \$2.8 million dollars on wildfire risk reduction staffing and projects.
- 1.4. Since 2007, Vail Fire and Emergency Services has completed over 400 tons of community chipping at no-cost to residents in unincorporated West Vail and completed more than 50 acres of fuels reduction work adjacent to homes in unincorporated West Vail.
- 1.5. The purpose of this Agreement is formalizing each Party's obligations as partners in the Vail Fire Wildfire Fire Program.

2. PROJECT FUNDING

- 2.1. Eagle County will provide reimbursement to the Town of Vail for the wildfire mitigation project work identified as Activities A through C, as identified in Exhibit A, in an amount not to exceed forty thousand dollars (\$40,000) as reimbursement from Eagle County. Invoices shall be paid annually as submitted to the County and shall include detail as articulated in Exhibit A.
- 2.2. 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 Vail Fire 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).

3. ROLES AND RESPONSIBILITIES

- 3.1. Eagle County

- 3.1.1. Liaise with Wildland Program Manager, WFP Crew Lead(s), and Fire Chief on wildfire risk reduction matters as appropriate.
- 3.1.2. Eagle County in the role of the REALFire® Local Program Administrator will schedule and coordinate local assessments within Eagle County; maintenance of completed assessment data in the REALFire® database; obtaining property owner liability waivers; conducting quality assurance audits, and reviewing final reports prior to issuance. Issue mitigation recognition certificates to properties that have successfully completed all previous program mitigation requirements.
- 3.1.3. Share networking updates and/or contact information with the Wildland Program Manager, WFP Crew Lead(s), and Fire Chief as appropriate for organizations and entities inside of Eagle County that are interested in wildfire mitigation projects and programs, including (but not limited to):
 - 3.1.3.1. Fuel-break construction and fuel-reduction projects
 - 3.1.3.2. Community chipping days
 - 3.1.3.3. Prescribed fire projects
 - 3.1.3.4. REALFire® home and property assessments
 - 3.1.3.5. Eagle County Wildfire Assistance
 - 3.1.3.6. Education and outreach
- 3.1.4. Identify and collaborate with Vail Fire and Emergency Services on grant funding opportunities for wildfire mitigation and recovery programs/projects within Eagle County.
- 3.1.5. Identify and collaborate with Vail Fire and Emergency Services on local training and outreach opportunities to further increase awareness of wildfire mitigation and intended risk reduction outcomes.

3.2.Vail Fire

3.2.1. Wildland Program Manager

- 3.2.1.1. Oversee the implementation of programs and projects within the Vail Fire and Emergency Services service area as identified in Exhibit A.
- 3.2.1.2. Provide local support to Eagle County to assist in scheduling and/or conducting REALFire® property assessments as time and funds allow.

- 3.2.1.3. Identify and collaborate with Eagle County on grant funding opportunities for wildfire mitigation within Eagle County.

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 Vail Fire and Emergency Services 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 effective date and shall terminate twelve months from the effective date unless the Agreement is extended by all Parties prior to that end date.

5.2 If any 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.

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:

Eric Lovgren
500 Broadway PO Box 850
Eagle, CO 81631
eric.lovgren@eaglecounty.us
970-328-8742

With copy to

Eagle County Attorney's Office

500 Broadway PO Box 850
Eagle, CO 81631
atty@eaglecounty.us
970-328-8685

Town of Vail:

Vail Fire and Emergency Services
Paul Cada
2399 N. Frontage Rd W.
Vail, CO 81657

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, subconsultant or sub-contractor of the Parties. 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: _____
Jeanne McQueeny, Chair

ATTEST:

By: _____
Regina O'Brien
Clerk to the Board

TOWN OF VAIL, COLORADO

By: _____
Scott Robson, Town Manager

ATTEST:

By: _____
Tammy Nagel, Town Clerk

Exhibit A: Scope of Work and Annual Work Plan for 2022

The Town of Vail agrees to implement the following items in the 2022 calendar year. Eagle County agrees to fund Activities A through C as set forth below. Upon completion of the agreed upon actions Town of Vail will submit a summary of activity and invoice to Eagle County.

Activity A:

Cutting and piling of 5 acres of hazardous fuels mitigation in the Intermountain portion of West Vail.

Eagle County Allocated Funding: Up to \$20,000

Activity B:

Support for the Vail Community-wide Curbside Chipping program within the Vail Fire Service area.

Eagle County Allocated Funding: 50% of total project costs up to a max of \$10,000

Activity C:

Hazardous fuels reduction work on private land in the intermountain portion of West Vail. Vail Fire's wildland crew will assist private property owners participating in the intermountain private lots project with felling non-technical trees, limbing, piling slash, and burning slash piles.

Eagle County Allocated Funding: Up to \$10,000

Activity D::

The Town of Vail will engage Vail Fire to assist in the completion of Real Fire assessments within the Vail Fire service area. Eagle County will provide administrative oversight, training and access to systems and Vail Fire will provide staffing to conduct assessments.