

**INTERGOVERNMENTAL AGREEMENT
FOR PRESCRIBED PILE BURNING SERVICES
(Municipal Property Owner)**

This Intergovernmental Agreement for Prescribed Pile Burning Services ("**Agreement**") is entered into this ____ day of _____, 20____, by and between the Summit Fire & EMS Fire Protection District, a political subdivision of the State of Colorado ("**Fire District**"), and _____ ("**Town**"), which owns the property located at _____ ("**Property**"). The Fire District and the Town are referred to collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS, in accordance with C.R.S. §24-33.5-1217.5(1)(e), the Town has evaluated alternatives to prescribed burning and has determined that prescribed burning is an appropriate method for disposing of felled vegetation on the Property; and

WHEREAS, the Fire District constitutes a "fire department," as defined in C.R.S. § 24-33.5-1202(3.9), which has State certified personnel, and other experienced personnel, who are qualified to lawfully conduct prescribed burning as defined in C.R.S. § 24-33.5-1202(8.3) on the Property within the meaning of C.R.S. § 18-13-109(2)(b)(III); and

WHEREAS, the Town has requested that the Fire District conduct, and the Fire District has agreed to conduct, prescribed burning on the Property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Pile Burning Defined.** "**Pile Burning**" means conducting prescribed burning of felled vegetation in one or more piles located on mutually agreed upon areas of the Property.

2. **License and Authority to Conduct Pile Burning.** The Town grants the Fire District a license for the personnel of the Fire District and other governmental agencies, and their fire apparatus, vehicles, and equipment, to enter and exit upon, over, across, and through the Property for the purpose of conducting Pile Burning on such days and at such times as mutually agreed upon by the Parties. The Fire District shall have sole control over the methods and means by which it conducts the Pile Burning.

3. **Prescribed Fire Plan.** The Fire District will conduct the Pile Burning in accordance with a duly prepared and executed Prescribed Fire Plan. The Town, as Agency Administrator, shall execute a Prescribed Fire Delegation of Authority, delegating authority for the ignition and management of the Pile Burning to the Fire District's designated Burn Boss. Upon conclusion of the Pile Burning, the Fire District shall execute a Prescribed Fire Return of Delegation, returning such delegation of authority to the Town. The approved Prescribed Fire Plan developed pursuant with this Agreement is incorporated into, and shall be performed in accordance with, this Agreement.

4. **Training.** The Town acknowledges that conducting the Pile Burning provides valuable training opportunities for the personnel of the Fire District and other governmental agencies. The Town grants the Fire District authority to have the personnel of other governmental agencies, and their fire apparatus, vehicles, and equipment, participate in the Pile Burning.

5. **Authority; Town's Representations.** The Town represents and warrants that it is the owner of record of the Property, and that it has the power, right, and authority to grant the license, authorize the Pile Burning, and execute and deliver this Agreement. The Town further represents that:

a. Neither the area(s) where the Pile Burning will occur nor the materials within the pile(s) to be burned contain any Hazardous Substance and the Town is in compliance with all environmental laws. The term "**Hazardous Substance**" means any hazardous, toxic, or dangerous substances, waste, or material that is regulated under any Federal, State, or local statute, ordinance, rule, regulation, or other law pertaining to environmental protection, contamination, or clean-up; and,

b. There are no utilities at any location where the Pile Burning will occur. The Town is solely responsible for any claims, loss, or liability that arises or results from, or relates to, the Town's approval of any area for Pile Burning where utilities are located.

6. **Payment of Fees and Costs.** The Fire District will not charge a fee for performing the Pile Burning during normal business hours (8:00 a.m. to 5:00 p.m.); however, the Fire District will charge a fee for its personnel if they work outside normal business hours. Further, the Town shall pay for the costs the Fire District incurs in performing the Pile Burning. The Town shall pay the fees (if any) and costs in full within 45 calendar days of the date an invoice is issued by the Fire District. If the fees (if any) and costs are not paid in full within the 45-days period, interest shall accrue at the rate of 8% per annum until paid in full.

7. **Clean-Up.** The Town is solely responsible, at its own cost and expense, for cleaning up any unburned vegetation or other materials once the Pile Burning is completed.

8. **Release of Liability.** In consideration for the Fire District conducting the Pile Burning, the Town hereby releases, waives, and discharges the Fire District, and its past and present directors, officers, employees, volunteers, and agents, and any other governmental agencies and their personnel who participate in any aspect of the Pile Burning, from any and all liability, causes of action under any theory of law or equity, claims, demands, damages, costs, expenses, and compensation arising from or relating to any loss, damage, or injury (including death) to person or property resulting from the personnel of the Fire District and other governmental agencies, and their fire apparatus, vehicles, and equipment, entering and exiting upon, over, across, and through the Property and conducting the Pile Burning.

9. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a limitation on or waiver of the rights, privileges, immunities, benefits, limitations on damages, or defenses provided to, or enjoyed by, the Fire District and the Town and its past and present directors, officers, employees, volunteers and agents under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

10. **Term and Termination.** This Agreement shall be effective as of the date the last Party signs this Agreement and shall continue until the Fire District completes the Pile Burning or until terminated by either Party in accordance with this paragraph. Either Party may terminate this Agreement at any time upon three business days written notice to the other Party. The Town's release of liability obligations shall survive termination of this Agreement.

11. **Notice.** Any notice required or permitted by this Agreement shall be in writing and given by hand-delivery, overnight carrier service, or certified/registered mail, return receipt requested, and addressed to:

Summit Fire & EMS Fire Protection District
Attn: Fire Chief
0035 County Shops Road
Frisco, CO 80443

Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

12. **Additional Terms.** Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Summit County, Colorado. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement may not be assigned by either Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, except as relate to the actions of any governmental agencies and their personnel who participate in any aspect of the Pile Burning as provided herein. In any civil action or proceeding arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Town:

Summit Fire & EMS Fire Protection District,
a political subdivision of the State of Colorado:

Signature: _____

By: _____
Travis Davis, Fire Chief

Printed Name: _____

Date: _____

Date: _____