

INTERGOVERNMENTAL AGREEMENT
REGARDING THE IMPLEMENTATION OF FIRE RESTRICTIONS IN SUMMIT
COUNTY, COLORADO

This Intergovernmental Agreement Regarding the Implementation of Fire Restrictions in Summit County, Colorado (“IGA”), is hereby made and entered into this ____ day of _____, 2021, by and between the Towns of Breckenridge, Blue River, Dillon, Frisco, Montezuma and Silverthorne (the “Towns”) and Summit County Government (the “County”) regarding the implementation of fire restrictions in Summit County, Colorado. The Towns and County shall hereafter be referred to together as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, fire restrictions are necessary to protect the public health, safety and welfare of the residents of Summit County;

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize the use of intergovernmental agreements for the efficient and economical provision of governmental services;

WHEREAS, the State of Colorado has by statute expressly granted the Parties authority to ban open fires and fireworks to a degree and manner it deems necessary to reduce the danger of wildfires § 30-15-401(1)(n.5) and (n.7), C.R.S., § 31-15-601(1)(j) C.R.S.;

WHEREAS, the Parties believe that the cooperative regulation of implementing fire restrictions in their respective municipalities will provide an efficient and effective means of implementing and enforcing said restrictions.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, the Parties agree as follows:

- A. **Purpose**. The purpose of this IGA is to memorialize the Parties’ agreement to cooperate in the development and implementation of uniform fire restrictions in Summit County and the Towns. The County and Towns reserve the right to enter and exit fire restrictions at their sole discretion.
- B. **Termination of Previous Agreement**. Upon full execution of this IGA, the previous Intergovernmental Agreement Regarding the Implementation of Fire Restriction in Summit County, Colorado dated May 28th, 2019 is hereby terminated in its entirety.
- C. **Fire Restriction Process**. The County will use the criteria and process attached hereto as Exhibit A and incorporated herein by this reference, to determine when conditions warrant entering Stage 1 or Stage 2 Fire Restrictions.

When the County enters Stage 1 Fire Restrictions, notice will be given within 24 hours to the Towns. The Towns, at their discretion, may then enter into Stage 1 Restrictions as well, following any required processes for the implementation. Stage 1 permitted and prohibited activities are further outlined in Exhibit B.

When the County is in Stage 1 Fire Restrictions and enters Stage 2 Fire Restrictions, notice will be given within 24 hours to the Towns. The Towns, at their discretion, may then enter into Stage 2 Restrictions as well, following any required processes for the implementation. Stage 2 prohibited activities are further outlined in Exhibit B.

Any changes to Exhibit B shall be made by mutual agreement between the Parties and then incorporated into this Agreement.

D. Adoption of Ordinances or Resolutions. The Parties shall each consider the adoption of such ordinances or resolutions as may be necessary to implement the intent and provisions of this IGA. Each Party reserves the right to adopt such ordinances, rules or regulations as it may deem appropriate or necessary, in its sole discretion.

E. Participation. The Parties agree that participation in this IGA is voluntary. The Parties may withdraw from this IGA at any time.

F. General Provisions.

1. Entire Agreement. This IGA constitutes the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

2. Modifications. No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is approved by each of the Parties in writing.

3. 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 IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.

4. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits arising from the performance of this IGA shall be deemed to be an incidental beneficiary only.

5. Applicable Law; Governing Law; Venue. The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action concerning this IGA or the matters provided for herein shall be

proper solely in the Summit County District Court.

6. Governmental Immunity. No Party hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

7. Appropriation of Funds.

a. Notwithstanding anything herein to the contrary, the obligations of each individual Party under this IGA shall be, where appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Party, as required hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall continue as to the other Parties, unless otherwise agreed by the other Parties.

b. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

8. Obligations. Except as otherwise stated herein, each Party is required to carry out and perform all the obligations of a Party under this IGA independently of the actions of any and all other Parties. No Party shall be responsible or liable for the failure of any other Party to perform its obligations herein.

9. Waiver. The failure of any Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

10. Attorney's Fees. If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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

12. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successor governing boards.

13. Approval by Governing Boards or other Authority. In accordance with Section 29-1-203(1), C.R.S., this IGA will not become effective unless and until it has been approved by the governing bodies of each of the Towns and the County, or by such persons as has the power to approve this IGA on behalf of each of the Towns and the County.

14. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representative, have executed this **Intergovernmental Agreement Regarding the Implementation of Fire Restrictions in Summit County, Colorado** effective on the date first written above.

**BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, COLORADO**

**TOWN OF BRECKENRIDGE,
COLORADO**

By: Scott Vargo, County Manager

By: Rick G. Holman, Town Manager

TOWN OF DILLON, COLORADO

TOWN OF FRISCO, COLORADO

By: Tom Acre, Town Manager

By: Hunter Mortensen, Mayor

TOWN OF SILVERTHORNE, COLORADO

TOWN OF BLUE RIVER, COLORADO

By: Ryan Hyland, Town Manager

By: Michelle Eddy, Town Manager

TOWN OF MONTEZUMA, COLORADO

By: Lesley Davis, Mayor