

**INTERGOVERNMENTAL AGREEMENT
WITH LARIMER COUNTY
PURSUANT TO C.R.S. § 29-20-105.5
TO ADDRESS WILDLAND AND FOREST FIRE MITIGATION.**

RECITALS

This Intergovernmental Agreement (“Agreement”) between the City of Greeley, City of Fort Collins, City of Loveland, Town of Estes Park, Town of Berthoud and City of Thornton, (collectively, the “Cities” or “Municipalities:”), and the County of Larimer, a political subdivision of the State of Colorado (“County”), (the collective signatories to be known as the “Parties”) is made to be effective on July 1, 2012.

A. Section 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the state of Colorado have encouraged such cooperation and contracting through the adoption of Article XIV, Section 18(2) of the Colorado Constitution.

B. The Larimer County Sheriff acts as fire warden for all prairie or forest fires within the County, pursuant to Section 30-10-512, C.R.S. Pursuant to Colorado Statutes and Colorado Attorney General Formal Opinion No. 01-2, the Sheriff has primary fire response duties in the first instance for public lands within the county.

C. Colorado Revised Statute 29-20-105.5 C.R.S. requires local governments that own lands other than for utility purposes, that are at least 50% forest land or land that constitutes wildland area, and that is located either entirely or partially outside their territorial boundaries and inside the territorial boundaries of a county, to enter into an intergovernmental agreement (IGA) with the underlying county for the purpose of mitigating forest land or wildland fires. The statute contains a similar requirement for lands owned for utility purposes. This legislation specifies that the IGA must address the roles and responsibilities of the parties; procedures for cooperation and coordination; management objectives for wildland fire prevention, preparedness, mitigation, suppression, reclamation, and rehabilitation; designation of fiscal and operational authorities; description of available resources; reimbursement and billing procedures; and actions to be taken if one party fails to meet its obligations.

D. The County, the United States Forest Service, the Colorado State Forest Service, the Bureau of Land Management and the National Park Service, along with the Larimer County

Sheriff, have participated in an agreement called the Annual Operating Plan (“AOP”) to set forth standard operating procedures, agreed procedures and responsibilities to implement cooperative wildland fire management on all lands within Larimer County. This agreement includes specifics regarding the standard operating procedures, agreed procedures, and responsibilities, including cost sharing, to implement cooperative wildland fire management on all lands within Larimer County.

E. The Parties are aware of the Larimer County 2010 Wildland Fire Preparedness Plan. This Plan includes specifics regarding the standard operating procedures, agreed procedures, and responsibilities, including cost sharing, to implement cooperative wildland fire management on all lands within Larimer County.

F. The municipal parties own land in unincorporated Larimer County, some of which contains at least 50% forest land as defined in C.R.S. § 39-1-102(4.3), or is land that constitutes a wildland area.

G. The Parties also acknowledge that there exists various mutual aid agreements between the Fire Departments, Protection Districts and Authorities that provide fire service for the Cities which include resource allocation systems.

H. Any terms contained herein that are also defined in Section 29-20-105.5, C.R.S. as amended shall have the same meaning as those defined in the statute.

NOW THEREFORE, the Parties agree as follows:

1. Roles and Responsibilities : Fire protection within Larimer County is provided by various fire departments, protection districts and authorities, the Larimer County Sheriff’s Office, United States Forest Service, Colorado State Forest Service and Rocky Mountain National Park. Federal agencies along with the Colorado State Forest Service and the Larimer County Sheriff’s Office utilize the AOP to establish standard operating procedures, agreed procedures and responsibilities to implement cooperative fire management.

a. Larimer County Sheriff Office (LCSO): LCSO is the fire warden of the county and has the responsibility for coordinating fire mitigation and suppression efforts in the case of any wildfire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to mitigate, control or extinguish.

b. The Municipalities:

i. The City of Fort Collins is a home-rule municipality that has delegated its fire service functions within its corporate limits to the Poudre Fire

Authority (“PFA”), an independent governmental entity formed by intergovernmental agreement between the City and the Poudre Valley Fire Protection District. The City does not have significant fire service capability and relies upon the PFA for the provision of fire prevention, suppression and mitigation services.

- ii. The City of Loveland is a home-rule municipality that has delegated its fire service functions within its corporate limits to the Loveland Fire Rescue Authority (“LFRA”), an independent governmental entity formed by intergovernmental agreement between the City and the Loveland Fire Protection District. The City does not have significant fire service capability and relies upon the LFRA for the provision of fire prevention, suppression and mitigation services.
- iii. The City of Greeley is a home rule municipality that maintains a Fire Department to provide, as pertinent to this agreement, fire prevention, suppression and mitigation services within its corporate limits.
- iv. The City of Thornton is a home-rule municipality that maintains a Fire Department to provide, as pertinent to this agreement, fire prevention, suppression and mitigation services within its corporate limits.
- v. The Town of Estes Park is a statutory town that receives fire protection, suppression and mitigation services from the Estes Valley Fire Protection District. The Town does not have significant fire service capability and relies upon the Estes Valley Fire Protection District for the provision of fire prevention, suppression and mitigation services.

2. **Prevention**: The Parties agree to take reasonable action within their current capabilities to reduce human caused wildfire ignitions through information, education and enforcement.

3. **Preparedness**: The Parties agree to plan the most effective level of resources to protect human and natural resources and actively participate in preparedness and all hazard planning related to their properties covered by this Agreement. Municipalities may provide resource protection priorities for land covered by this agreement. Such protection priorities should be provided as soon as possible, however resource protection decisions will ultimately be at the incident commander’s discretion.

4. **Mitigation**: The Parties agree to take reasonable action within their current capabilities to reduce potential negative impacts on human and natural resources from forest and wildland fire. Larimer County may provide its Fuels Module to municipalities to assist in the implementation of fuels reduction projects at a cost of time and materials, when funding and

scheduling allows. Municipalities may engage in independent mitigation plans, including coordinated efforts with the United States Forest Service and Larimer County. The Parties agree to negotiate and implement additional reasonable mitigation strategies within their capabilities on a case-by-case basis.

5. Suppression:

a. The Parties agree to use reasonable and appropriate strategies and tactics within their current capabilities for safe and cost effective protection of human and natural resource values from forest and wildland fire. Due to the nature of fire suppression, the Parties agree that incident commanders shall determine the most appropriate suppression responses on a case-by-case basis.

b. The Parties agree that mutual aid is the assistance provided by a supporting agency at no cost to the jurisdictional agency. The County may request mutual aid from a municipality's Fire Department or an overlapping Fire Authority. Each municipality agrees to provide, if the municipality has such resources available, National Wildfire Coordinating Group (NWCG) qualified resources at no cost, for the duration of an incident. If a municipality has an agreement with an overlapping Fire Authority, the municipality agrees to request under any contractual authority, that the Fire Authority provide NWCG qualified resources at no cost, for the duration of an incident. Under this agreement, "duration of an incident" shall be from when, in the incident commander's discretion, municipality property covered by this agreement is first considered at risk from fire, until the property is no longer at risk.

c. A municipality or Fire Authority is not under any obligation to respond to a call for mutual aid under this agreement when, in its sole discretion, it determines that responding would unreasonably deplete its ability to respond within its own jurisdiction. This provision does not limit obligations of a municipality under any other mutual aid or other agreement.

d. Cost Sharing of suppression costs shall be negotiated between the County and Municipality. Upon a request for mutual aid to a Municipality's Fire Department or overlapping Fire Authority, the Fire Department or Fire Authority will contact the appropriate agent for the Municipality to engage in cost share negotiations. If a Fire Authority is unable to reach a municipal agent or the municipal agent is unable to respond, the municipalities have authorized the Fire Authority to negotiate on the municipalities behalf and be bound by such negotiations, until a municipal agent can respond.

6. **Reclamation and rehabilitation:** The Parties agree to work together to assess impacts of forest and wildland fire on human and natural resources related to their lands at issue in this Agreement, and to identify the roles and responsibilities of appropriate agencies and funding sources. The Parties may refer to the AOP and the Larimer County 2010 Wildland Fire Preparedness Plan as guidance in such efforts.
7. **Actions taken if one party fails to meet its obligations:** The Parties agree that if a municipality fails to meet its obligations under Section 5, then the Parties will meet within a reasonable time to discuss alternatives to better address wildland and forest fire mitigation issues.
8. **Notices:** Any notice required hereunder shall be sufficiently given and shall be deemed given when hand delivered, or after the lapse of five business days following mailing by certified mail – return receipt requested to the contacts outlined in Exhibit “A”.
9. **Governmental Immunity Act:** Nothing in this Agreement shall be construed in any way to be a waiver of any party to the Agreement of the Governmental Immunity Act, Section 24-10-101, et seq. C.R.S., as amended.
10. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Larimer.
11. **Enforcement limited to the Parties:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claims or right of action whatsoever by any another person or third party entity. It is the express intent of the Parties to this Agreement that any person or entity receiving service or benefits under this Agreement shall be deemed an incidental beneficiary only.
12. **Amendments under this Agreement:** This Agreement contains the entire agreement between the Parties. Any proposed amendment of this Agreement must be referred to the Parties and executed in writing.
13. **Severability:** If any portion of this Agreement is held by a court to be invalid or unenforceable as to any party, the entire Agreement shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement is essential to and not severable from the remainder.
14. **No Third Party Beneficiaries:** The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the

agreement, and no other person or entity is so intended or may bring any action, including a derivative action, to enforce the Agreement.

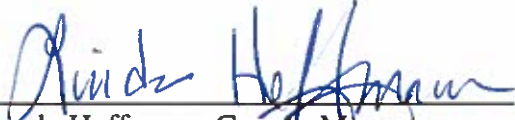
15. **Legal Constraints:** The Parties hereto recognize that there are legal constraints imposed upon them by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon them by their respective governing statutes, charters, ordinances, rules and regulations, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any of the Parties be obligated hereunder to exercise any power or take any action that is prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Larimer County and the Municipalities are Colorado public entities and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this agreement shall be deemed a waiver of the Colorado Governmental Immunity Act.

16. **Effective Date and Termination:** This Agreement shall become effective on July 1, 2012. Except as provided herein, this Agreement shall remain in effect if not terminated by any Party in its sole discretion, by providing 45 days written notice.


17. **Counterpart Signatures:** The parties agree that counterpart signatures (each party will have a separate signature page) of this Agreement shall be acceptable and that execution of the Agreement in the same form by each and every party shall be deemed to constitute full and final execution of the Agreement.

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For Larimer County

By: 
Linda Hoffmann, County Manager

Date: 2-22-13

By: 
Justin Smith, Sheriff

Date: 2-13-13

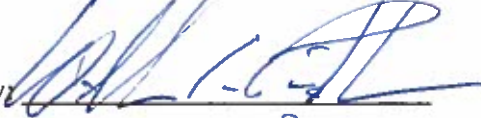
Approved as to From:


Senior County Attorney

Approved as to Form:




The Town of Estes Park

By: 

WILLIAM C. PINKHAM, MAYOR

Date: 2/27/2013

ATTEST: 
TOWN CLERK

CITY OF GREELEY, COLORADO, a Municipal Corporation, acting by and through its
Water and Sewer Board

By: _____

Board Chairman

By: _____

Mayor

ATTESTED AND APPROVED AS TO ATTEST:
SUBSTANCE:

By: _____

Secretary to the Board and City
Manager

By: _____

City Clerk

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____

Director of Finance

City of Fort Collins, Colorado

By: _____

Darin Atteberry, City Manager

ATTEST:

By: _____

City Clerk



APPROVED AS TO FORM:

By: _____

Assistant City Attorney

CITY OF GREELEY, COLORADO, a Municipal Corporation, acting by and through its
Water and Sewer Board

By: Harold G. Evans Thomas E. Norton

Board Chairman

ATTESTED AND APPROVED
SUBSTANCE:

By: [Signature] Steph A. Holder
Secretary to the Board and City Clerk
Manager



APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: [Signature]
Director of Finance

The City of Loveland, Colorado
A Municipal Corporation

Approved as to Form:



Assistant City Attorney

By:



William Cahill, City Manager

Date:

7-10-13



ATTEST:



CITY CLERK

Exhibit "A"

Notices required under Section 8, shall be sent as follows:

City of Greeley:

Director, Water and Sewer Department
City of Greeley
1100 10th Street, Suite 300
Greeley, Colorado 80631

With a copy to:

City Attorney
City of Greeley
1100 10th Street, Suite 401
Greeley, Colorado 80631

For Cost Sharing Negotiations:

Fire Department Division Chief
1100 10th Street
Greeley, Colorado 80631

City of Loveland:

City Manager
500 E. Third St.
Loveland, Colorado 80537

LFRA Public Safety Administrative Director
410 E. 5th St.
Loveland, Colorado 80537

With a copy to:

City Attorney's Office
500 E. Third St.

Loveland, Colorado 80537

City of Fort Collins:

Ken Mannon
Operational Services Director
300 LaPorte Avenue
Fort Collins, Colorado 80521
(cell) 970-222-1933
(work) 970-221-6894

Chief Tom Demint
Poudre Fire Authority
102 Remington Street
Fort Collins, Colorado 80524
(Work) 970-221-6570

With a copy to:

Fort Collins City Attorney's Office
300 LaPorte Avenue, PO Box 580
Fort Collins, CO 80522

Larimer County:

Larimer County Sheriff
2501 Midpoint Dr.
Fort Collins, Colorado 80525

Larimer County UnderSheriff
2501 Midpoint Dr.
Fort Collins, Colorado 80525

With a copy to:

Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, Colorado 80521

Town of Estes Park:

Town Administrator
P.O. Box 1200
Estes Park, Colorado 80517