

**Intergovernmental Agreement Between
Eagle River Fire Protection District and
The Town of Minturn**

THIS AGREEMENT is made and entered into this ___ day of _____, 2024, by and between the Eagle River Fire Protection District (“Fire District”) and Town of Minturn (“Minturn”) (collectively, the “Parties”).

Agreement

Minturn will provide \$7,500.00 (the “Minturn Contribution”) to Eagle River Fire Protection District to support wildland fire mitigation in 2024, as described herein, within and in the areas immediately surrounding Avon’s boundaries (the “Minturn Area”).

Eagle River Fire Protection District, by and through Eagle Valley Wildland¹ shall use the Minturn Contribution only for the direct costs to support wildfire mitigation efforts in the Minturn Area, including salary costs for Eagle Valley Wildland staff. Eagle Valley Wildland will take on all contractual needs, management, and oversight of the projects performed in the Minturn Area during calendar year 2024.

Eagle Valley Wildland will coordinate with Minturn on all project locations, timing, and scope. Eagle Valley Wildland will identify a designated staff contact and provide such information to Minturn no later than January 30, 2024.

On a yearly basis, and at Minturn’s town council meeting, Eagle Valley Wildland will provide Minturn with financial reports and a financial report summary together with a description of the expenditures and uses to-date of the Minturn Contribution and including a description and ongoing and completed projects.

Minturn will pay the Minturn Contribution to Eagle River Fire Protection District on or before February 1, 2024. Eagle River Fire Protection, the fiscal agent for the Eagle Valley Wildland program, will handle all the invoice needs for the ongoing and completed projects. Eagle River Fire Protection District will deliver the Minturn Contribution (or any portion thereof) to Eagle Valley Wildland for expenditure as described herein. If, as of December 31, 2024, any portion of the Minturn Contribution has not been expended, the balance shall be returned to Singletree will a final accounting therefore no later than January 31, 2025.

The parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of Avon and the Fire District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

Nothing in this Agreement or in any actions taken by the Parties pursuant to this Agreement shall be deemed a waiver of either party’s sovereign immunity under the Colorado Governmental

¹Eagle Valley Wildland is a combined effort for wildland support and mitigation between Eagle County, Gypsum Fire Protection District, Greater Eagle Fire Protection District, & Eagle River Fire Protection District.

Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the term of this Agreement.

This Agreement is intended to benefit only the parties hereto and no other person or entity is intended by the parties to be a third-party beneficiary of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

| | |
|--------------------------------------|---------------------|
| Eagle River Fire Protection District | The Town of Minturn |
| By: | By: |
| Printed Name: | Printed Name: |
| Signature: | Signature: |
| Title: | Title: |
| Date: | Date: |