

MITIGATION CONTRACT and APPLICANT INFORMATION

“CUCHARA AREA COST-SHARE”

HMGP WILDFIRE MITIGATION CONTRACT

This Wildfire Mitigation Contract ("**Contract**") is entered into by and between Huerfano County Commissioners ("**County**") and _____ ("**Property Owner**") of _____ ("**Property**").

FOR THE CONSIDERATION HEREIN MENTIONED, THE PARTIES AGREE AS FOLLOWS:

1. Mitigation Work. Mitigation Work is all work done in association with this contract on individual properties and completed to National Fire Protection Association (NFPA) Firewise Communities/USA standards. The Mitigation Work to be done on the property will be done by a qualified Contractor approved by the county as capable of performing the required Mitigation Work. Property Owner understands and agrees that performance of the Mitigation Work is a preventative measure only, and does not guarantee that the Property will avoid damage or destruction in the event of a wildfire.

2. Compensation and Payment. The amount billed to the Property Owner will be one half the cost for services provided by the Contractor. The Contractor shall invoice the County for their full cost upon receipt of a "Certificate of Completion" authorizing payment for work completed. The cost shall not exceed \$7,000 per property. The County will then invoice the Property Owner one half of the full cost the Contractor invoiced the County (not to exceed \$3,500). All Parties shall remit payment to respective Party within 30 days of billing.

3. Voluntary Agreement. PROPERTY OWNER AGREES THAT HE/SHE WILL MAINTAIN THE PROPERTY IMPROVEMENTS MADE PURSUANT TO THIS CONTRACT WITH REASONABLE MITIGATION EFFORTS AFTER THE INITIAL PERFORMANCE OF THE CONTRACT IS COMPLETED.

4. Property Identification. It will be the responsibility of the Property Owner to reasonably identify boundaries of the owned property. Mitigation Work will only be completed on land owned by the Property Owner. Any costs accrued in finding the Property Boundary will be the responsibility of the Property Owner and will not be covered by grant cost-share funds. Failure to identify property boundaries may result in the Mitigation Contract being delayed or refused.

5. Authority. Property Owner represents and warrants that he/she is the owner of record of the Property, and that he/she has the power, right, and authority to authorize the Mitigation Work, and execute and deliver this Agreement. Without in any way limiting the generality of the foregoing, Property Owner specifically represents and warrants that he/she has the power, right, and authority to authorize the Contractor to cut/trim trees and other vegetation identified for cutting/trimming according to the Scope of Work for this project.

6. Termination. Unless sooner terminated for convenience pursuant to the following provisions of this Paragraph, this Agreement shall terminate upon the Contractor's completion of the Mitigation Work and Contractor and Property Owner's payment in full. Either party may terminate this Agreement for convenience upon written notice to the other party at the mailing address provided below. The notice shall be effective at 11:59 p.m. on the date the notice is actually received; provided, that if Property Owner is the terminating party, the Contractor shall cease the Mitigation Work as soon as reasonably practicable following actual receipt of the notice. Upon termination, the Contractor shall invoice the County for all Mitigation Work performed up to and including the date and time of actual receipt of the notice, and the County will invoice the Property Owner one half the cost invoiced by the Contractor. Parties shall remit payment to the respective Party within 30 days of billing.

7. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the County and its past or present directors, officers, and employees under common law or pursuant to statute, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Hold Harmless. Property Owner shall indemnify, defend, and hold harmless the County and Contractor and their past and present directors, officers, employees, volunteers, agents, and representatives against any and all loss, damage, claim, or suit, including reasonable attorneys' fees, costs, and expenses, arising from Mitigation Work performed under this contract, including but not limited to the cutting/trimming and removing trees or other vegetation, on property not owned by Property Owner. This condition shall survive termination of this Agreement.

9. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the Huerfano County District or County Courts. If any provision of this Agreement 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 is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

MITIGATION CONTRACT SIGNATURE PAGE

All cost-share Contact Information, as well as the project Scope of Work and the Wildfire Mitigation Contract for the “Cuchara Area Cost-Share”, is available for review at lavetafire.org (“Cuchara Area Cost-Share” link). Interested participants in this grant MUST have read the information made available and have followed the instructions stated below. Only participants communicating in this manner will be included in this grant opportunity.

By signing and returning this document, the Property Owner has read and approves of all terms and agreements listed in the Statement of Understanding and Mitigation Contract. By signing, the Property Owner also states an understanding of the Scope of Work to be done on their property. Property Owners wishing to participate in this grant opportunity shall scan and return ONLY this completed Mitigation Contract Signature Page via email to lvfpd.wms.gm@gmail.com with “Cuchara Area Cost-Share” in the subject line.

Property Owner Name: _____

Permanent Mailing Address: _____

City/Town: _____ State: _____ Zip: _____

Personal Phone (s): _____

Physical Address of property to be treated: _____

City/Town: _____ State: _____ Zip: _____

Phone: _____

Legal, or Sensible, Description of Property Boundaries:

Specify interest, if any, in resultant wood products, i.e. Wood Chips, Firewood (unblocked):

Describe special considerations that may influence the treatment specifications (i.e., memorial trees, tree houses etc.)?

PROPERTY OWNER

COUNTY REPRESENTATIVE
(Official Use Only)

Signature: _____

Signature: _____

Date:

Date: