AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement for Winter Road Maintenance; Montrose County, CO; 11/1/13 thru 4/30/14; $5,000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Please authorize the County Manager or Deputy County Manager to sign the agreement once it is has been signed by Montrose County and returned. The Board previously approved entering into a plow agreement with Montrose County. They will plow the Big Cimarron Road from the Montrose County line to the Forest boundary, including a parking area at the end of the road. The cost will not exceed $5,000 without further BOCC approval.

Fiscal Impact: $5,000

Submitted by: Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

ok db 10/18/13

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 10/18/2013 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 10/18/2013

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 10/22/2013 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT
FOR WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this ____ day of _____, 2013, between the **COUNTY OF MONTROSE, STATE OF COLORADO,** who shall hereinafter be referred to as "Montrose" and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison," both of which entities are political subdivision of the State of Colorado.

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

WHEREAS, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for the performance by Montrose of winter snow removal and/or plowing on a certain segment of Big Cimarron Road located within Gunnison County; and

WHEREAS, Montrose and Gunnison deem such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

NOW, THEREFORE, Montrose and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the provision of winter road maintenance services:

SECTION I
TERM OF AGREEMENT

THE TERM of this Agreement shall be for a period of six months from November 1, 2013 to April 30, 2014 unless otherwise terminated in accordance with Section III below.

SECTION II
MONTROSE WINTER MAINTENANCE
OF GUNNISON COUNTY ROADS

Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:

1. Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison of the Big Cimarron Road from the current end of Montrose winter maintenance at the Youth with a Mission entrance, south up the road to a convenient turnaround at the Forest Boundary just past the Bear Claw Subdivision. A distance of about 4 miles.

2. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4 mile section of Big Cimarron Road in Gunnison unless the lower portion also needs to be plowed. The intention of this provision is that Montrose shall not be obligated to mobilize its equipment just for this upper 4 mile section.

SECTION III
PAYMENT FOR WINTER MAINTENANCE

Montrose shall charge Gunnison on a Time and Materials basis for the services to be provided under this IGA and Gunnison shall pay Montrose upon receipt of invoices received specifying the time and material expended and the amount due. It is understood and agreed that Gunnison will only spend $5,000.00 on plowing services for the 2013-2014 winter season. Montrose will cease to provide the service after the completion of services totaling the authorized Gunnison budgeted amount of $5,000.00, and Montrose shall have no further obligation to plow said road and this Agreement shall terminate.

SECTION IV
RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Montrose to perform any general road maintenance other than the snow removal and/or plowing contemplated hereunder. Further, it is understood and agreed that Montrose shall not be held liable for any roadbed or roadside damages that occur as a result of such snow removal and/or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of the snow removal and/or plowing performed under this Agreement. Nothing in this agreement is or shall be construed to be a waiver by either party of governmental immunity.

SECTION V
RECORDS

Montrose shall maintain records of the time and materials spent of performing the snow removal and/or plowing services described in this Agreement. Such records shall be available to Gunnison upon request.

SECTION VI
NON-ASSIGNABILITY

Neither party hereto shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

SECTION VII
BINDING EFFECT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

SECTION VIII
AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

SECTION IX
TERMINATION

It is understood and agreed by and between Montrose and Gunnison that this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.

APPROVED on _____, 2013 by Montrose County Board of County Commissioners.

ATTEST:

COUNTY OF MONTROSE,
STATE OF COLORADO

_____
County Clerk and Recorder

_____
Chairperson

_____
Deputy Clerk

APPROVED on _____, 2013 by Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON,
STATE OF COLORADO

_____
Deputy Clerk

_____
Chairperson