AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Trail Services; To

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County/Town of Crested Butte/Skyland Metro District

Term Begins: 5/19/2015 **Term Ends:** 1/19/2016 **Grant Contract #:**

Summary:

The portion of Riverbend Trail from Riverbend Drive north .3 of a mile was constructed by the Town and Gunnison County last summer. The trail is to be surfaced with red granite similar to the section of trail between Skyland and Riverbend Drive

Fiscal Impact: +$7,560.00 to the County

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

Finance Review: (●) Required ( ) Not Required

Comments:
Per Marlene, County cost of $5,039.44 was covered in the 2014 budget, that work is complete. 2015 costs of $4,159.00 are included in the 2015 maintenance budget, and Skylnad will reimburse the County not to exceed $7,560 for purchase and hauling of granite in 2015.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/12/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/13/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/13/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2015

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 5/19/2015

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR TRAIL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT made effective on this 20th day of April, 2015, between the **TOWN OF CRESTED BUTTE, STATE OF COLORADO,** who shall hereinafter be referred to as "Crested Butte", the **SKYLAND METROPOLITAN DISTRICT, STATE OF COLORADO,** who shall hereinafter be referred to as "Skyland"; and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison," all 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, Crested Butte, Skyland and Gunnison desire to enter into an Intergovernmental Agreement to provide for the extension of the Riverbend Trail (aka as the Deli Trail) from Riverbend Drive north for a distance of .3 tenths of a mile; and

WHEREAS, Crested Butte, Skyland and Gunnison desire to enter into an Intergovernmental Agreement to provide for the construction and surfacing of such trail; and

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

NOW, THEREFORE, Crested Butte, Skyland and Gunnison in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for the construction and surfacing of described trail:

SECTION I
TERM OF AGREEMENT

THE TERM of this Agreement shall be for a period of eight months from _____, 2015 to _____, 2015 unless otherwise terminated in accordance with Section III below.

SECTION II
SCOPE OF SERVICES

1. Crested Butte and Gunnison will provide necessary labor, equipment and materials including, but not limited to, fill dirt, fabric, and culvert for the construction of the trail and placement of surfacing material.

2. Skyland will provide the red granite for surfacing and will pay, to Gunnison County the cost for hauling the red granite from the pit located at the 5.5mm on County Road #76 (Quartz Creek Road) to the District 3 Gunnison County shop located south of Crested Butte where it will be stockpiled for use on the trail.

SECTION III
PAYMENT

Crested Butte and Gunnison charges are based on invoiced material costs and actual labor and equipment costs. Crested Butte and Gunnison labor, equipment and material costs will be paid by each. Skyland costs will be paid to Gunnison per the table below no later than thirty (30) days after work is complete.

Entity	Labor	Equipment	Materials	Total
Crested Butte (contributions through 12/31/15)	3808.00	4834.00	0.00	8642.00
Gunnison County (contributions through 12/31/15)	2542.44	1918.00	579.00	5039.44
Gunnison County (projected costs for final surface preparation and laying red granite)	1974.00	2185.00	0.00	4159.00
Skyland (projected – not to exceed – cost for purchase and hauling red granite)	1344.00	2016.00	4200.00	7560.00

SECTION IV
RECORDS

Crested Butte and Gunnison shall maintain records of the time and materials spent performing the services described in this Agreement. Such records shall be available to upon request.

SECTION V
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 VI
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 VII
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 VIII
TERMINATION

It is understood and agreed by and between Crested Butte, Skyland and Gunnison that this Agreement may be terminated by any of the three parties upon thirty (30) days advance written notice to the other parties.

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

APPROVED on April 20, 2015 by Crested Butte Town Council.

ATTEST:

Town Clerk

TOWN OF CRESTED BUTTE,
STATE OF COLORADO

Mayor

APPROVED on April 15, 2015 by Skyland Metropolitan District Board.

ATTEST:

SKYLAND METROPOLITAN DISTRICT,
STATE OF COLORADO

Greg Wiggins, President

APPROVED on _____, 2015 by Gunnison County Board of County Commissioners.

ATTEST:

Deputy Clerk

COUNTY OF GUNNISON,
STATE OF COLORADO

Paula Swenson, Chairperson