AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Road Maintenance;

Action Requested: Motion

Parties to the Agreement: Gunnison County and the Town of Marble

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

Summary:

The Town of Marble would like to enter into an IGA to do needed work for parking vehicles on Park Street and for improving the road to the Charter School

Fiscal Impact: Costs will be reimbursed

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

Finance Review: (●) Required ( ) Not Required

Comments:
Labor rate for employee and equipment used will be reimbursed by Town of Marble to Gunnison County, per agreement.

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

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

Comments:
db 5/13/15 As Marlene noted, this is a first draft to which I will want to make changes. Please do authorize MB signature on final.

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
ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2015, between the **TOWN OF MARBLE, STATE OF COLORADO,** who shall hereinafter be referred to as " Town of Marble" and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison County," 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, the Town of Marble and Gunnison County desire to enter into an Intergovernmental Agreement to provide for the performance by Gunnison County of maintenance on certain streets located within the incorporated Town of Marble; and

WHEREAS, the Town of Marble and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

NOW, THEREFORE, the Town of Marble and Gunnison County 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 twelve months from _____ to _____, unless otherwise terminated in accordance with Section III below.

SECTION II
GUNNISON COUNTY MAINTENANCE
OF MARBLE ROADS

Gunnison County shall perform road maintenance for the Town of Marble only as follows:

1. Gunnison County Public Works Department will provide basic "Road Grader" and "Loader" road maintenance service:
2. That portion of Park Street adjacent to Mill Site Park will be levelled and prepared for surfacing material that will be purchased and hauled to the site at the sole expense of the Town of Marble which surfacing shall be placed by Gunnison County.

3. That portion of Main Street from the intersection of Park Street and Main Street to the intersection of Main Street and _____ shall have roadside drainage established, be shaped to the extent possible with existing material and prepared for surfacing material that will be purchased and hauled to the site at the sole expense of the Town of Marble which surfacing shall be placed by Gunnison County.

SECTION III
PAYMENT FOR MAINTENANCE

Gunnison County will charge the Town of Marble for the hourly established rate for the employee and equipment used in the provision of services provided under this IGA, and the Town of Marble shall pay Gunnison County upon receipt of invoices received specifying the hours the equipment was used.

SECTION IV
RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

The Town of Marble and Gunnison County specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison County to perform any general road maintenance on the streets in Marble other than the maintenance contemplated hereunder. Further, it is understood and agreed that Gunnison County shall not be held liable for any roadbed or roadside damages that occur as a result of such road maintenance and that the Town of Marble shall be solely responsible for any such road repair or maintenance required as a result of the maintenance performed under this Agreement.

SECTION V
INDEMNIFICATION

Nothing in this Agreement is, or shall be construed to be, a waiver by Gunnison County or The Town of Marble of governmental immunity. It is expressly agreed that, the Town of Marble shall defend, by an attorney of Gunnison County's choice, indemnify and hold harmless Gunnison County, its officials and employees from all claims, causes of action on litigation that may arise, directly or indirectly, from Gunnison County's obligations or work under this Agreement.

SECTION VI
RECORDS

Gunnison County shall maintain records of the time and equipment spent on performing the road maintenance services described in this Agreement. Such records shall be available to the Town of Marble upon request.

SECTION VII
NON-ASSIGNABILITY

Neither party hereto shall assign, sublet or transfer this Agreement nor 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 VIII
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 IX
AMENDMENTS

Any and all modifications or alternations 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 X
TERMINATION

It is understood and agreed by and between the Town of Marble and Gunnison County that is 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 _____, 2015 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

_____ _____
Deputy Clerk Paula Swenson, Chairperson

APPROVED on _____, 2015 by the Marble Town Council.

ATTEST:

_____ _____
Town Clerk Mayor