AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Road Maintenance S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Montrose County and Gunnison County

Term Begins: November 1, 2016 **Term Ends:** 12/31/2017 **Grant Contract #:**

Summary:

This agreement allows for Gunnison County to maintain two roads for Montrose County and they plow Big Cimarron for Gunnison County

Fiscal Impact: Maximum of $5,000 without further approval

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. LN

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/8/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/9/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/9/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/20/2016

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____day of _____, 2016, 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 subdivisions 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 a 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 winter performance by Montrose of winter snow removal and/or plowing on a certain segment of Cimarron Road located within Gunnison County; and

WHEREAS, Montrose and Gunnison desire to enter into an Intergovernmental agreement to provide for the non winter performance of road grading by Gunnison on certain segments of County Road 8764A and O84 Rd located within Montrose County; and

WHEREAS, Montrose and Gunnison desire to enter into an Intergovernmental agreement to provide for gravel crushing services by Montrose within certain Montrose County gravel pits for the benefit of Gunnison to use on Gunnison County roads; 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 provisions of winter and non winter road maintenance services along with gravel crushing services.

SECTION I
TERM OF AGREEMENT

THE TERM of this Agreement shall be for a period of fourteen months from November 1, 2016 to December 31, 2017 unless otherwise terminated in accordance with Section III below.

SECTION II
SCOPE OF SERVICES

1) Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Cimarron Road as follows:
   a) Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison on 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, for a distance of about 4 miles.

b) The snow removal will be provided only as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4-mile section of 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.

2) Gunnison shall perform non winter road grading maintenance services on County Road 864A and O84 Rd as an extension of Gunnison grading maintenance as follows:
   a) Gunnison County Road & Bridge will provide "Road Grader" or "Maintainer" grading services for Montrose on County Road 864A that lies within Montrose County but accessed by Gunnison roads. Grading services will consist of grading the road, and pulling ditches if necessary, on 3.69 miles of road.
   b) Gunnison County Road & Bridge will provide "Road Grader" or "Maintainer" grading services for Montrose on O84 Rd for that portion that lies within Montrose County off Hwy 92 and provides access to Gunnison County. Grading services will consist of grading the road, and pulling ditches if necessary, on 1.1 miles of road.
   c) Grading services shall be in conjunction with Gunnison's normal grading schedule and is not intended to be done on a special basis.

3) Montrose shall perform gravel crushing services under Montrose's gravel crushing contract to provide an agreed upon stock of gravel at Cedar Creek Pit for the benefit and use by Gunnison.
   a) A separate stock pile shall be isolated for Gunnison's use.
   b) The class of gravel requested by Gunnison shall match those specifications already under contract by Montrose.
   c) Gunnison shall pay the contract rate for the gravel, a prorated contract per ton mobilization charge, plus fifty (50) cents/ton for gravel pit administration, maintenance, and reclamation.

SECTION III
PAYMENT

Montrose and Gunnison shall charge on a time and materials basis for the road maintenance services to be provided under this IGA and each entity shall submit invoices specifying the services rendered and the amount of dollars expended. Gravel costs will be charged as outlined in Section II.3.c.

Toward the end of the Term of the IGA the invoices shall be compared, and the difference in value of services shall be remitted to the County with the larger total billings.

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 on Cimarron Rd in Gunnison County. Furthermore, 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 or plowing, and that Gunnison shall be solely responsible for any such road repair or maintenance required as a result of snow removal or plowing performed under this Agreement.

Montrose and Gunnison specifically understand and agree that nothing in this Agreement shall be interpreted to require Gunnison to perform any road maintenance other than grading and pulling ditches on County Road 864A or O84 roads. Montrose shall be responsible for culverts and graveling on said roads. Furthermore, it is understood and agreed that Gunnison shall not be held liable for any road infrastructure damages that occur as a result of such grading, and that Montrose shall be solely responsible for any such road infrastructure repair or maintenance required as a result of road grading performed under this Agreement.

Montrose and Gunnison specifically understand and agree that contracting for gravel crushing services shall be the responsibility of Montrose. Gunnison shall communicate gravel type and quantity prior to the end of 2017.

Nothing in this Agreement is or shall be construed to be a waiver by either party of governmental immunity.

SECTION V
RECORDS

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

SECTION VI
WORKER'S COMPENSATION AND DAMAGES TO EQUIPMENT

Each party shall be responsible for its own employees and equipment while performing services under this Agreement. Any and all injuries to employees and/or damages to equipment shall be subject to the respective party's insurance coverages, and the other party is expressly held harmless as to the injuries and/or damages suffered by the employees and/or equipment.

SECTION VII
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 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 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 X
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 _____, 2016 by Montrose County Board of County Commissioners.

ATTEST:

County of Montrose,
State of Colorado

_____
Deputy Clerk and Recorder

_____
David White, Chairman

APPROVED ON _____, 2016 by Gunnison County Board of County Commissioners.

ATTEST:

County of Gunnison,
State of Colorado

_____
Deputy Clerk

_____
Paula Swenson, Chairperson