AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement between the Town of Marble and the County of Gunnison Allowing and Obligating the Town of Marble to Permit and Regulate a Certain ISDS Partially Located in Town of Marble and in Unincorporated Gunnison County

Action Requested: County Manager Signature

Parties to the Agreement: Town of Marble, Colorado and the Board of County Commissioners of the County of Gunnison, Colorado

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

Summary:
Intergovernmental Agreement Between the Town of Marble and the County of Gunnison Allowing and Obligating the Town of Marble to Permit and Regulate a Certain ISDS (RamsTrace Family Trust, LLC) partially located in Town of Marble and in Unincorporated Gunnison County. The property is identified as Tract B, Schofield Placer Subdivision, Reception No. 577586

Fiscal Impact: none

Submitted by: Bwiseman for CAO **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 9/12/2013 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 9/13/2013

● Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 9/17/2013 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARBLE AND THE COUNTY OF GUNNISON ALLOWING AND OBLIGATING THE TOWN OF MARBLE TO PERMIT AND REGULATE A CERTAIN INDIVIDUAL SEWAGE DISPOSAL SYSTEM TO BE INSTALLED PARTIALLY WITHIN THE TOWN OF MARBLE AND PARTIALLY WITHIN UNINCORPORATED GUNNISON COUNTY.

This Agreement is entered into on this ___ day of _____, 2013, by and between the Town of Marble, Colorado (the "Town"), whose mailing address is 322 West Park St., Marble, CO, 81623, and the Board of County Commissioners of the County of Gunnison, Colorado (the "County"), whose address is 200 E. Virginia Ave., Gunnison, CO, 81230. The Town and the County may be referred to herein as a "Party," or collectively as the "Parties."

Whereas:

A. The Town is a Colorado statutory town located in the County;

B. By Ordinance No. 11, Series of 1996, the Town promulgated certain Individual Sewage Disposal System Guidelines, which, as the same has been or may be amended from time to time, shall be referred to herein as the "Town ISDS Guidelines;"

C. The Board of Trustees of the Town of Marble acts and has jurisdiction as the local board of health for the Town;

D. On information and belief, RamsTrace Family Trust, LLC, a Colorado limited liability company ("RamsTrace"), owns the following property located within the Town: Lots A-I, K-M, Block 3 East Marble, Town of Marble, County of Gunnison, State of Colorado (the "RamsTrace Town Property");

E. On information and belief, RamsTrace owns the following property located in unincorporated Gunnison County: Tract B, Schofield Placer Subdivision, according to the plat thereof recorded August 3, 2007 at Reception No. 577586 (the "RamsTrace County Property");

F. RamsTrace has submitted to the Town an application for a permit to install an individual sewage disposal system ("ISDS") that would serve improvements located on the RamsTrace Town Property, but for which the septic tank and leach field would be located on the RamsTrace County Property (the "RamsTrace ISDS");

G. The Town and the County desire to cooperate with one another to provide for permitting and regulation of the RamsTrace ISDS by a single governmental entity, notwithstanding that the RamsTrace ISDS spans across both the Town's and the County's jurisdictions; AND

H. The Town and the County have determined that it is most efficient, and in the interest of public health and safety, for the Town to be the Party responsible for permitting and regulating the RamsTrace ISDS.

Now, therefore, in consideration of the forgoing recitals and the mutual covenants and conditions herein, the Parties agree as follows:

1. The County hereby authorizes the Town, and consents to the Town having the exclusive right and obligation, to permit, inspect, and regulate the RamsTrace ISDS, and the Town hereby accepts the responsibility to permit, inspect, and regulate the RamsTrace ISDS, notwithstanding the fact that a portion of the RamsTrace ISDS is located within the County's jurisdiction. The Town may perform its obligations under this Agreement through duly appointed personnel.

2. The permitting and regulation of the RamsTrace ISDS shall be pursuant to the Town ISDS Guidelines.

3. The Town reserves the right to collect any and all applicable fees and fines related to the permitting, inspection, and regulation of the RamsTrace ISDS, and the County shall not collect any such fees and fines from the owner of the RamsTrace ISDS.

4. Duration. This Agreement shall be perpetual in duration, subject to the following:

   a. This Agreement shall terminate upon the annexation of all or any portion of the RamsTrace County Property resulting in the entire RamsTrace ISDS being located within the Town.

   b. This Agreement shall terminate upon the mutual agreement of the Parties to do so.

   c. This Agreement shall terminate at the election of the County upon the Town's failure to perform its obligations under this Agreement.

5. The Town shall indemnify and hold the County harmless from all liabilities that may flow from the Town's failure to properly regulate the RamsTrace ISDS throughout the duration of this Agreement.

6. The County reserves all rights and remedies, legal and equitable, in the event of a breach of this Agreement by the Town, and reserves the right to regulate the RamsTrace ISDS in the event that this Agreement is terminated and the RamsTrace County Property is not annexed into the Town.

7. All notices and other communications required or permitted under this Agreement shall be in writing and shall be to the required party at the following addresses:

   To the County:

   Gunnison County Administration
   200 East Virginia
   Suite #104
   Gunnison, CO 81230

   To the Town:

   Mayor of Marble
   322 W. Park St.

Marble, CO 81623

8. This Agreement shall be deemed to have been made and construed in accordance with the laws of the State of Colorado and is binding upon the parties hereto and their successors and assigns.

9. This terms and conditions of the Agreement are interrelated. If any provision of this Agreement is found to be void or otherwise invalid by a court of competent jurisdiction, the entire Agreement shall be voided.

BOARD OF COUNTY COMMISSIONERS, OF THE COUNTY OF GUNNISON, COLORADO

By:_____

Attest:_____

TOWN OF MARBLE, COLORADO

By: Robert M. Fillingham

Attest: _____