AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement for Winter Road Maintenance; Town of Marble; 11/1/14 thru 5/31/15

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of Marble and Gunnison County

Term Begins: 11/01/2014 **Term Ends:** 5/31/2015 **Grant Contract #:**

Summary:
This agreement is for plowing streets within the incorporated municipality. They pay for the fuel for the equipment.

Fiscal Impact: The Town pays for fuel

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

Finance Review: (●) Required ( ) Not Required

Comments:

2014 and 2015 budgets include $500 expected revenue from the Town of Marble.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/14/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 10/14/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 10/15/2014

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

Agenda Date: 10/21/2014 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2014, 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 winter snow removal and/or plowing 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 seven months from November 1, 2014 to May 31, 2015, unless otherwise terminated in accordance with Section III below.

SECTION II
GUNNISON COUNTY WINTER MAINTENANCE
OF MARBLE ROADS

Gunnison County shall perform winter snow removal and/or plowing maintenance for the Town of Marble only as follows:

1. Gunnison County Public Works Department will provide basic "Road Grader" and "Loader" snow removal service for the Town of Marble only on the Marble town streets as shown on Exhibit A, incorporated herein.
2. The time of plowing will be solely at the discretion of the County.

3. Streets shown as primary streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on CR #3 in the unincorporated County or within the Town.
4. Streets shown as secondary streets will be plowed on the day following a storm as part of regular route clean-up.
5. Streets that have been previously plowed that are marked with ////, will not be plowed by Gunnison County.
6. Mailboxes and fire hydrants will not be plowed out or shoveled by Gunnison County.
7. Gunnison County will perform such minimal maintenance as is necessary to be able to plow the road and provide safe access for users. Example: Opening a frozen culvert.

SECTION III
PAYMENT FOR WINTER MAINTENANCE

Gunnison County will charge the Town of Marble for the diesel fuel 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 and the fuel consumption, which will be determined using equipment manufacturer fuel usage guidelines and actual costs. The Town of Marble acknowledges that such payment does not reimburse Gunnison County for its expenses in the performance of the work.

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 snow removal and/or plowing 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 snow removal and/or plowing and that the Town of Marble 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.

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 snow removal and/or plowing 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 _____, 2014 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

_____ _____
Deputy Clerk Paula Swenson, Chairperson

APPROVED on _____, 2014 by the Marble Town Council.

ATTEST:

_____ _____
Town Clerk Mayor

EXHIBIT A

= Primary Streets
= Secondary Streets
/////// = Not Plowed by Gunnison County

SERPENTINE TRL
WEST VILLAGE DR
SLATE DR
ONYX LN
MARBLE VILLAGE DR
COUNTY RD 3
JUNIPER CT
LICHEN CT
W 8TH ST
W 7TH ST
W 6TH ST
W 5TH ST
W 4TH ST
W 3RD ST
W 2ND ST
W 1ST ST
E 1ST ST
E 2ND ST
E 3RD ST
E HAYS ST
E HILL ST
MARBLE ST
E MARBLE ST
W SILVER ST
E SILVER ST
W MAIN ST
E MAIN ST
W STATE ST
E STATE ST
W PARK ST
E PARK ST
MARBLE QUARRY RD

N
W E
S

460 230 0 460 Feet

1 inch = 350 feet

Gunnison County GIS
200 E. Virginia Ave.
Gunnison, CO 81230
970-641-7620
October 28 2009
File: N:\County Departments\Public_Works\Allen\
Marble Town and Roads.mxd

Gunnison County
COLORADO

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND REPRESENTS GENERALIZED GEOGRAPHIC DATA FOR GENERAL PLANNING PURPOSES ONLY. THE DATA PORTRAYED SHOULD NOT BE RELIED UPON TO ESTABLISH LEGAL TITLE, BOUNDARY LINES, THE PRECISE LOCATION OF IMPROVEMENTS, OWNERSHIP, MAINTENANCE, EASEMENTS OR PUBLIC RIGHT-OF WAYS.