AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Deputy County Manager's Signatu

Action Requested: Other Approve Deputy County Manager Signature

Parties to the Agreement: Mesa County and Gunnison County

Term Begins: 12/5/2017 **Term Ends:** 12/22/2017 **Grant Contract #:**

Summary:

Mesa County has contracted with a company to shred tires. We are entering an agreement with Mesa County to share the equipment and the cost.

Fiscal Impact: $6,635

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concners, cost covered in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/6/2017

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

Comments:
ok db 12/6/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/6/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/6/2017

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

Agenda Date: 12/19/2017

Revised April 2015

Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as "Memorandum," is made on this 4th day of December, 2017, by and between Mesa County and the Mesa County Solid Waste Management Division, hereinafter referred as "Mesa County," and Gunnison County and the Gunnison County Public Works Division, herein referred to as "Gunnison County," jointly referred to as "Parties," for the purposes of achieving the various aims and objectives relating to the Shredding of Waste Tires, hereinafter referred to as "Project."

Purpose
Mesa County and Gunnison County, though their respective Solid Waste Management divisions, collect waste tires. Given the mutual need to rent certain equipment to shred these waste tires, the Parties agree to share use of the necessary rental equipment. The purpose of this Agreement is to provide the scope of work and responsibilities of the Parties regarding this Project.

Obligations of the Parties
The Parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Scope of Work
The activities and services for the Project shall include, but not limited to:

a) Services to be rendered by Mesa County include:
   i. Ordering and tracking of rental equipment (1 week rental)
   ii. Provide one operator, with room and board, at Gunnison County at no expense to Gunnison County, to operate machinery.
   iii. Provide payment for half of the weekly rental rate of equipment and one way of freight cost for a total not to exceed $6,635.
b) Services to be rendered by Gunnison County include:
   i. Provide payment for half of the weekly rental rate of equipment and one way of freight cost for a total not to exceed $6,635.
   ii. Secure ordering and provide payment to Girardi's Towing to move shredder from Mesa County to Gunnison County at (price is variable).
c) Any additionally incurred debts for use of the equipment will be shared equally between both parties.

Resources
The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contribution at the start of the planning for the development of the Project. This agreement will terminate if either party is unable to secure the necessary financial contribution as provided herein.

a) Mesa County agrees to provide the financial, material and labor resources in respect to the Project as provided herein.
b) Gunnison County agrees to provide the financial, material and labor resources in respect to the Project as provided herein.

Term
The Term of this Memorandum shall be until the Project is completed, but not longer than the rental agreement for use of the necessary rental equipment.

Liability
The Parties agree that each party is responsible for any negligent and wrongful acts and omissions of its respective employees in the performance of services provided for herein, the extent permitted by law.

The Parties further agree to abide by the terms of use of the rental equipment and to exercise all safety and cautionary measures in using such rental equipment.

Nothing in this Memorandum shall be construed as a waiver by any party of the protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

X

Barrett Jensen
Solid Waste Director

X Marlene D. Crosby

Marlene Crosby
Public Works Director