AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Montrose County

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Montrose County and Gunnison County

Term Begins: January 1, 2019 **Term Ends:** 12/31/2019 **Grant Contract #:**

Summary:

This agreement authorizes Montrose County to plow Big Cimarron Road in Gunnison County and Gunnison County to do summer maintenance on Montrose County road sections

Fiscal Impact: Changes annually

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, all costs can be covered in 2019 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/14/2019

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

Comments:
ok db 1/16/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/16/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/17/2019

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

Agenda Date: 1/22/2019

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
FOR WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this ____ day of _____, 2019, 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 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, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for the performance by Montrose of winter snow removal and/or plowing on a certain segment of Big Cimarron Road located within Gunnison County; and

WHEREAS, Montrose and Gunnison desire to enter into an Intergovernmental Agreement to provide for non-winter performance road grading by Gunnison on certain segments of county Road 864A and O84 Rd located within Montrose County; and

WHEREAS, Montrose and Gunnison desire to enter into an Intergovernmental Agreement 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 twelve months from January 1, 2019 to December 31, 2019 unless otherwise terminated in accordance with Section III below.

SECTION II
MONTROSE WINTER MAINTENANCE
OF GUNNISON COUNTY ROADS

1. Montrose shall perform winter snow removal and/or plowing maintenance for Gunnison on Big Cimarron Road as follows:

    a. Montrose County Road & Bridge will provide basic "Road Grader" or "Maintainer" snow removal service for Gunnison on the Big 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. A distance of about 4 miles.
    b. The snow removal will be provided only in process as an extension of Montrose plowing on the lower portion of the road. Montrose will not plow the 4 mile section of Big 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 County grading maintenance as follows:
    a. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on County Road 864A that lies within Montrose County but is accessed by Gunnison County roads. Grading services will consist of grading the road and pulling ditches if necessary on 3.69 miles of road.
    b. Gunnison County will provide "road grader" or "maintainer" grading services for Montrose on 082 Rd for the portion that lies within Montrose County off of Highway 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 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 charges as outlined in Section II.3.c.

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 Big Cimarron Road 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 and/or plowing, and that Gunnison 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.

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 Rd. 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 2018.

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 _____, 2019 by Montrose County Board of County Commissioners.

ATTEST:

COUNTY OF MONTROSE,
STATE OF COLORADO

_____
Deputy Clerk and Recorder

_____
Chairperson

APPROVED on _____, 2019 by Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON,
STATE OF COLORADO

_____
Deputy Clerk

_____
Jonathan Houck, Chairperson