AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of CM Sign.; IGA; MT CB

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgment of County Manager's signature on the Amendment to the Intergovernmental Agreement for winter road maintenance in the Town of Mt Crested Butte. It was signed 12/3/19.

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/5/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/6/2019

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 12/10/2019

Revised April 2015

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("**Amendment**") modifies that certain Intergovernmental Agreement for Winter Road Maintenance by and between the **TOWN OF MT. CRESTED BUTTE, STATE OF COLORADO** (hereinafter "Town of Mt. Crested Butte") and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter "Gunnison County"), dated September 30, 2019 and assigned Gunnison County Legal Instrument No: 2014-194 ("Agreement").

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Mt. Crested Butte; and

WHEREAS, Section 8 of the Agreement sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Town of Mt. Crested Butte do hereby agree to amend the Agreement as follows:

Section 8 of the Agreement is hereby amended as follows:

SECTION 8
TERM OF AGREEMENT

The term of this Agreement shall be for a period of four months from September 30, 2019 to January 31, 2020. This Agreement may be extended upon agreement by both parties.

IN WITNESS WHEREOF the parties hereto agree to the foregoing Amendment.

APPROVED on DECEMBER 3RD, 2019 by the Gunnison County Manager.

GUNNISON COUNTY SEAL COLORADO

ATTEST:
Elizabeth Mense
Deputy Clerk

COUNTY OF GUNNISON
STATE OF COLORADO

Matthew Birnie, Gunnison County Manager

APPROVED on 12/3, 2019 by the Mt. Crested Butte Town Manager

ATTEST:

Town Clerk

Joe Fitzpatrick, Crested Butte Town Manager

MT.

WINTER ROAD MAINTENANCE AGREEMENT

This Winter Road Maintenance Agreement ("Agreement") is made and entered into this 4th day of November, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado (hereinafter "COUNTY") and the TOWN OF MT. CRESTED BUTTE, a Colorado home-rule municipality (hereinafter "TOWN").

RECITALS:

WHEREAS, the COUNTY has certain manpower, material, and equipment for winter road maintenance, including the snow removal from roads; and

WHEREAS, the TOWN has limited manpower, material, or equipment, and desires to contract with the COUNTY for the maintenance of the TOWN'S road; and

WHEREAS, the parties have, since 1989, entered into Winter Road Maintenance Agreements whereby the COUNTY agreed to perform the necessary winter road maintenance and snow removal for the TOWN'S roads; and

WHEREAS, the parties wish to renew such Agreement as modified herein;

NOW, THEREFORE, for and in consideration of the above recitals and of the mutual promises and covenants herein contained, the parties hereto do mutually agree as follows;

1. COUNTY Activities. Subject to the limitations and pursuant to the terms hereof, the COUNTY agrees to perform winter road maintenance for and to all streets and roads identified on Exhibit A and located within the TOWN for maintenance pursuant to the provision of the TOWN'S subdivision regulations and which have been identified in accordance with paragraph 3 hereof. Such maintenance shall include, specifically, the plowing of snow from all such streets and roads as soon as reasonably practicable following each substantial (normally 6") snowfall. Additionally, the COUNTY shall sand the Gothic Road and the portions of the base area loop as needed due to icy or snowy conditions or as reasonably requested by the TOWN Manager, Maintenance Supervisor, or Chief of Police. The COUNTY shall submit to the TOWN an invoice identifying the monthly expenditures incurred by the COUNTY to perform said winter road maintenance and services.

2. Abrasive Material. The term "sanding" as used herein shall mean the application of an abrasive material approved by both the TOWN MANAGER AND COUNTY PUBLIC WORKS DIRECTOR. Such approval shall include, but not be limited to the type and composition of material, cost of material, vendor of material, cost of

transportation, stacking and storage of material. Such approval shall not be unreasonably withheld by either party.

The COUNTY shall pay for and be responsible for the purchasing, transportation, treatment and storage of said abrasive material. The TOWN shall pay the COUNTY for the costs incurred by the COUNTY for the purchase and transportation of abrasive materials used on TOWN winter road maintenance.

Within the first thirty days following the termination of the agreement, for whatever reason, if the TOWN wishes to purchase the remaining material from the COUNTY, the TOWN shall pay the COUNTY the actual costs of purchase, transportation, treatment and storage of abrasive materials.

3. Identification of Roads. Before each winter season, the TOWN Manager and the Maintenance Supervisor of the TOWN will meet with the COUNTY and arrive at a written mutual agreement as to:

3.1 Which new streets and roads the COUNTY will maintain; and

3.2 Which streets, if any, that were previously maintained by the COUNTY during the prior season should be dropped from the maintenance schedule; and

3.3 How much of the base area loop is to be sanded when necessary.

The identification of roads and provisions of Section 3 can be memorialized by a written memorandum of the parties and not as a formal amendment or supplement to this Agreement.

4. Compensation. The TOWN agrees to compensate the COUNTY for all expenses incurred by the COUNTY to perform the winter road maintenance pursuant to this Agreement on a monthly basis. Payment shall be upon invoices received from the COUNTY at rates to be established by the COUNTY which may, from time to time, be adjusted by the COUNTY. Such payment shall cover, but not be limited to, equipment costs, abrasive materials, transportation costs, depreciation, fuel, payroll costs (including overtime), insurance, and a reasonable amount for overhead and costs of administration, which amount shall be determined as follows:

4.1 The minimum payment due to the COUNTY for the services to be performed pursuant to this agreement is $25,000 per year, which sum includes $2,500 as overhead costs and costs of administration.

4.2 The COUNTY shall provide anticipated payroll costs and equipment hourly charges to the TOWN on an annual basis before each winter season begins. In addition to the actual payroll costs for winter road maintenance, the TOWN agrees to compensate Gunnison County

for 35% of the actual payroll cost associated with keeping a plow driver available for winter road maintenance. Each year after 2014, the TOWN will increase their percentage of actual payroll cost for winter road maintenance to the COUNTY 5% until the percentage reaches 50%. The COUNTY will notify the TOWN within 30 days of any approved increase in equipment rates or payroll costs.

4.3 Abrasive materials costs including transportation costs to haul the materials, and used solely for the TOWN, will be billed to the TOWN on a monthly basis.

4.4 Any other costs, including but not limited to fuel costs, to perform the services pursuant to this agreement will be billed to the TOWN at the COUNTY's direct cost.

5. No Liability for Unintentional Damage. It is recognized and accepted that weather and traffic conditions may make precise machine operations impossible. The TOWN shall, therefore, not hold the COUNTY liable for cuts, scrapes, or abrasions in pavement or other unintentional damage done to streets or structures owned by the TOWN and shall defend and hold the COUNTY harmless from any and all costs, claims damages, and liability arising out of the performance by the COUNTY of its obligations hereunder, only willful, wanton conduct excepted.

6. Assistance by the TOWN.

6.1 The TOWN shall adopt and enforce such ordinances, rules, and regulations as may be necessary to prevent unnecessary obstruction or hindrance by third parties of snow removal activities. Such ordinances, rules, and regulations shall govern traffic, parking, and construction or installation of structures or devices within that area next to streets and roads necessary for snow storage and snow removal.

6.2 At such time as high snow banks prevent or substantially hinder snow removal activities by the COUNTY'S motograder, the TOWN will contract and pay for such snow banks to be pushed away from the road or pushed back to enlarge intersections or cul-de-sacs to permit further plowing by the motograder. Normally, this work will be done by the COUNTY with loaders under this agreement. If the COUNTY is unable to keep up due to various conditions, including but not limited to weather or equipment failure, the TOWN will hire outside contractors to perform the work. The COUNTY will not use any type of tracked equipment on the paved streets of the TOWN.

7. Emergency Authority. The COUNTY shall supply such equipment as is necessary to carry out its obligations hereunder. During emergencies caused by

equipment failure, weather, or when other circumstances prevent the full utilization of available equipment for the purposes contemplated herein, the COUNTY may unilaterally make all necessary decisions concerning the use of available equipment and personnel resources. At all other times, the winter road maintenance described herein shall be provided according to schedules established by the COUNTY in coordination with the TOWN.

8. Term. The term of this AGREEMENT shall be for five years, commencing October 1, 2014, and ending September 30, 2019; provided, however, that this AGREEMENT shall terminate on October 1, 2019 if it has not been extended, renewed, or arrangements have not otherwise been made for snow removal within the TOWN for the full 2019-2020 winter season. It is further agreed that this agreement may be terminated as of October 1 of any year within its term only upon written notice given not less than one year prior to the date of termination, given by either party to the other.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day above set forth.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

TOWN OF MT. CRESTED BUTTE

By: _____
Dave Clayton, Mayor

ATTEST:

_____