AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Extension of Pitkin Plow Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Town of Pitkin and Gunnison County

Term Begins: 11/01/2019 **Term Ends:** 5/31/2021 **Grant Contract #:**

Summary:

Last year the IGA was approved for two years. This document just clarifies that both parties agreed to the one year extension

Fiscal Impact: Varies each year

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: Discharge Date: 9/10/2020 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/10/2020

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

Agenda Date: 9/15/2020

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 PITKIN, STATE OF COLORADO** (hereinafter “Town of Pitkin”) and the **COUNTY OF GUNNISON, STATE OF COLORADO** (hereinafter “Gunnison County”), dated November 6, 2018 and assigned Gunnison County Legal Instrument No: 2018-097 (“Agreement”).

WHEREAS, the Agreement was entered into for the purpose of providing winter road maintenance services to the Town of Pitkin; and

WHEREAS, Section IX 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 Pitkin do hereby agree to amend the Agreement as follows:

Section 1 of the Agreement is hereby amended as follows:

SECTION 1
TERM OF AGREEMENT

The term of this Agreement shall be for a period of seven months from November 1, 2019 to May 31, 2020. This Agreement may be extended for the term of November 1, 2020 to May 31, 2021 upon agreement by both parties.

Section V of the Agreement is hereby amended as follows:

SECTION V
INDEMNIFICATION

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified.

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

APPROVED on _____, 2020 by the Gunnison County Board of County Commissioners.

ATTEST:

COUNTY OF GUNNISON
STATE OF COLORADO

_____
Deputy Clerk

_____
Jonathan Houck, Chairperson

APPROVED on _____, 2020 by the Pitkin Town Council.

ATTEST:

_____
Town Clerk

_____
Eddy Balch, Mayor

INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this 6TH day of NOVEMBER, 2018, between the **TOWN OF PITKIN, STATE OF COLORADO,** who shall hereinafter be referred to as " Town of Pitkin" 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 Pitkin 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 Pitkin; and

WHEREAS, the Town of Pitkin and Gunnison County deems such Intergovernmental Agreement to be in the best interests of each of their inhabitants;

NOW, THEREFORE, the Town of Pitkin 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, 2018 to May 31, 2019, unless otherwise terminated in accordance with Section III below. This Agreement may be extended for the terms of November 1, 2019 to May 31, 2020 and November 1, 2020 to May 31, 2021 upon agreement by both parties.

SECTION II
GUNNISON COUNTY WINTER MAINTENANCE OF PITKIN ROADS

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

1. Gunnison County Public Works Department will provide basic winter maintenance as follows:

   The truck equipped with a plow/sander will plow the asphalt portion of Main Street as part of his initial run on Quartz Creek Road (CR#76).

A motor grader will plow only the Pitkin town streets, identified as plow routes, and marked in yellow as shown on Exhibit A., incorporated herein.

2. Streets plowed with a motor grader equipped with a wing will be plowed and widened to the extent possible on the day of the storm. The arrival time of the motor grader will be consistent with plow times in recent years. Streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on other primary roads within the unincorporated County.

3. Mailboxes will not be plowed or shoveled by Gunnison County.

4. No roads in the Town of Pitkin will be sanded per their request.

5. Gunnison County will refer any calls related to any aspect of snow removal to the Mayor or her designee.

SECTION III
PAYMENT FOR WINTER MAINTENANCE

The Town of Pitkin, beginning on January 1, 2018, will reimburse the County in an amount equivalent to the County sales tax municipal shareback, which is approximately $6,000 per year. The Town of Pitkin acknowledges that such payment may not reimburse Gunnison County for its total expenses in the performance of the work.

SECTION IV
RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

The Town of Pitkin 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 Pitkin 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 Pitkin 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 Pitkin of governmental immunity. It is expressly agreed that, the Town of Pitkin 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 Pitkin 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 Pitkin 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 NOVEMBER 6TH, 2018 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

GUNNISON COUNTY SEAL COLORADO

ATTEST:

Elizabeth Mensel
Deputy Clerk

Phil Chamberland, Chairperson

APPROVED on 11/12/18, 2018 by the Pitkin Town Council.

ATTEST:

Town Clerk

Mayor

Pitkin

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Section V of the Agreement is hereby amended as follows:

SECTION V
INDEMNIFICATION

Except as modified herein, the terms and conditions of the Agreement shall be and hereby are reaffirmed and ratified.

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

APPROVED on December 10, 2019 by the Gunnison County Board of County Commissioners.

ATTEST:

Elizabeth Mense
Deputy Clerk

COUNTY OF GUNNISON
STATE OF COLORADO

Jonathan Houck, Chairperson

GUNNISON COUNTY SEAL COLORADO

APPROVED on November 4, 2019 by the Pitkin Town Council.

ATTEST:

Town Clerk

Rachel New, Mayor

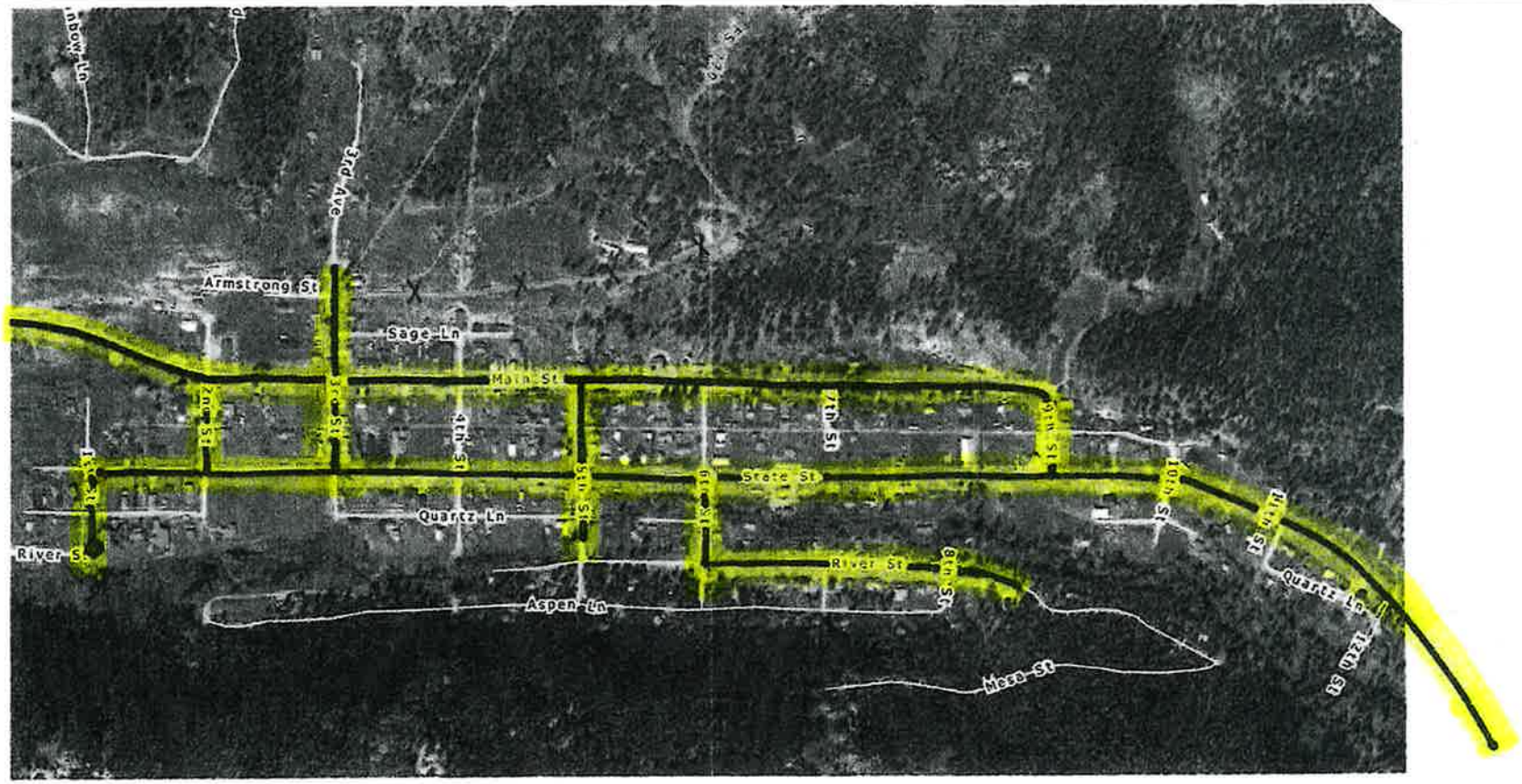
TOWN OF PITKIN EST. 1879 COLORADO

Exhibit A

= Plow Routes

Town of Pitkin

Scale = 1:6100

Disclaimer: The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. 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.

10/23/2017