AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Mt. Crested Butte Plow Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

See prior submittal

Fiscal Impact:

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: GUNCOUNTY1\mhoyt 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

INTERGOVERNMENTAL AGREEMENT FOR WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2020, between the **TOWN OF MT. CRESTED BUTTE**, a Colorado home-rule municipality who shall hereinafter be referred to as "Town of Mt. Crested Butte" and the **COUNTY OF GUNNISON, STATE OF COLORADO,** who shall hereinafter be referred to as "Gunnison County".

RECITALS

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

WHEREAS, the Town of Mt. Crested Butte has limited manpower, material, or equipment, and desires to contract with Gunnison County for the maintenance of certain of the Town of Mt. Crested Butte's roads; and

WHEREAS, the parties have, since 1989, entered into Winter Road Maintenance Agreements whereby Gunnison County agreed to perform the necessary winter road maintenance and snow removal for certain roads of the Town of Mt. Crested Butte's; and

WHEREAS, the parties wish to continue the relationship as expressly identified below, and to ensure that the previous agreements are terminated;

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;

SECTION 1
TERM OF AGREEMENT

The TERM of this Agreement shall be for a period of five years, commencing January 2, 2020, and ending December 31, 2025.

SECTION II
GUNNISON COUNTY ACTIVITIES

Subject to the limitations and pursuant to the terms hereof, Gunnison County agrees to perform winter road maintenance for and to all streets and roads identified on Exhibit A and located within the Town of Mt. Crested Butte for maintenance pursuant to the provision of the Town of Mt. Crested Butte's subdivision regulations and which have been identified in accordance with paragraph 2 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, Gunnison County shall sand the Gothic County Road and the portions of the base area loop as needed due to icy or snowy conditions or as reasonably requested by the Town of Mt. Crested Butte Manager, Maintenance Supervisor or Chief of Police.

SECTION III
ABRASIVE MATERIAL

The term "sanding" as used herein shall mean the application of an abrasive material approved by both the Town of Mt. Crested Butte Manager and Gunnison County Public Works Director. Such approval shall include, but not be limited to the following: 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.

Gunnison County shall be responsible for the purchasing and transportation of said abrasive material. Gunnison County shall be responsible for storage and shall pay for the following costs of purchasing, transportation, treatment and storage of said material. The Town of Mt. Crested Butte shall pay to Gunnison County, within thirty days of receiving an invoice, for material purchased, transported and stored, an amount equal to the amount billed for material and haul cost to the Crested Butte Shop.

SECTION IV
IDENTIFICATION OF ROADS

Before each winter season, the Town of Mt. Crested Butte Manager and Maintenance Supervisor will meet with Gunnison County and arrive at a mutual agreement as to:

1. Which new streets and roads Gunnison County will maintain; and
2. Which streets, if any, that were plowed by Gunnison County the previous season should be dropped from the schedule; and
3. How much of the base area loop is to be sanded when necessary.

Nothing in the Agreement is or shall be construed to be a waiver by either party of the provisions of the Colorado Governmental Immunity Act, or acceptance by Gunnison County of responsibility or liability for the condition of the road of Mt. Crested Butte.

SECTION V
COMPENSATION

As and for the compensation to be paid by the Town of Mt. Crested Butte to Gunnison County, the Town of Mt. Crested Butte agrees to pay to Gunnison County, monthly that amount of money necessary to defray all Gunnison County expenses resulting from all maintenance and snow removal performed by Gunnison County pursuant to this agreement. Payment shall be upon invoices received from Gunnison County at rates to be established by Gunnison County which may, from time to time, be unilaterally adjusted by Gunnison County. Such payment shall cover, but not be limited to, equipment costs, depreciation, fuel, wages (including overtime), insurance, and a reasonable amount for overhead and costs of administration, which amount shall be determined as follows:

1. The minimum payment due to Gunnison County for the services to be performed pursuant to this agreement is $25,000 per year, which sum includes $2,500 of overhead and cost of administration. If the invoice costs of Gunnison County do not exceed $22,500.00 in any year of this agreement, the balance of the minimum payment shall be paid to Gunnison County by the Town of Mt. Crested Butte on or before January 31st of the next year.

2. If the invoice costs of Gunnison County exceeds $22,500.00 in any year of this agreement, the Town of Mt. Crested Butte shall pay to Gunnison County the additional sum of $2,500.00 as overhead and costs of administration on or before January 31st of the next year.
3. Upon the request of the Town of Mt. Crested Butte, Gunnison County will provide schedules of current labor and equipment hourly charges. Gunnison County will notify the Town of Mt. Crested Butte within 30 days of any approved increase in equipment rates.

SECTION VI
NO LIABILITY FOR DAMAGE

It is recognized and accepted that weather and traffic conditions may make precise machine operations impossible. The Town of Mt. Crested Butte shall, therefore, not hold Gunnison County liable for cuts, scrapes, or abrasions in pavement or other damage done to streets or structures owned by the Town of Mt. Crested Butte.

SECTION VII
ASSISTANCE BY THE TOWN OF MT. CRESTED BUTTE

The Town of Mt. Crested Butte 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.

At such time as high snow banks prevent or substantially hinder snow removal activities by Gunnison County's motor grader, the Town of Mt. Crested Butte 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 motor grader. Normally, this work will be done by Gunnison County with loaders under this agreement. If Gunnison County is unable to keep up due to various conditions, including but not limited to weather or equipment failure, the Town of Mt. Crested Butte will hire outside contractors to perform the work. Gunnison County will not use any type of tracked equipment on the paved streets of the Town of Mt. Crested Butte.

SECTION VIII
EMERGENCY AUTHORITY

Gunnison 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, Gunnison 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 Gunnison County in coordination with the Town of Mt. Crested Butte.

SECTION IX
GOVERNMENTAL IMMUNITY

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

SECTION X
TERMINATION

It is understood and agreed by and between the Town of Mt. Crested Butte and Gunnison County that this Agreement may be terminated by either party 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.

SECTION XI
TERMINATION OF PREVIOUS AGREEMENTS

This Agreement expressly terminates all previous agreements between the parties regarding winter road maintenance.

IN WITNESS WHEREOF, the parties hereto agree to the foregoing Agreement.

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

COUNTY OF GUNNISON
STATE OF COLORADO

By_____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

APPROVED on _____, 2020 by the Town of Mt. Crested Butte.

TOWN OF MT. CRESTED BUTTE

By_____
Carlos Velado, Town Manager

ATTEST:

_____