AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: IGA; Winter Maintenance - Marble

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Town of Marble

Term Begins: 11/2/2020 **Term Ends:** 5/31/2021 **Grant Contract #:**

Summary:

This agreement is for plowing limited streets in the Town of Marble,including the main road through Town and the road to the school

Fiscal Impact: Varies annually

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/18/2020

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/18/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2020

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

Agenda Date: 10/6/2020

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2020, between the **TOWN OF MARBLE, STATE OF COLORADO,** who shall hereinafter be referred to as "Town of Marble" 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 Marble 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 Marble; and

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

NOW, THEREFORE, the Town of Marble 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, 2020 to May 31, 2021, unless otherwise terminated in accordance with Section III below.

SECTION II
GUNNISON COUNTY WINTER MAINTENANCE OF MARBLE ROADS

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

1. Gunnison County Public Works Department will provide basic "Road Grader" and "Loader" snow removal service for the Town of Marble only on the Marble town streets as shown on Exhibit A, incorporated herein.
2. The time of plowing will be solely at the discretion of the County.

3. Streets shown as primary streets will be plowed the day of the storm unless heavy snow or equipment failure requires that the equipment be used on CR #3 in the unincorporated County or within the Town.
4. Streets shown as secondary streets will be plowed on the day following a storm as part of regular route clean-up.
5. Streets that have been previously plowed that are marked with ////, will not be plowed by Gunnison County.
6. Mailboxes and fire hydrants will not be plowed out or shoveled by Gunnison County.
7. Gunnison County will perform such minimal maintenance as is necessary to be able to plow the road and provide safe access for users. Example: Opening a frozen culvert.

SECTION III
PAYMENT FOR WINTER MAINTENANCE

Gunnison County will charge the Town of Marble for the diesel fuel used in the provision of services provided under this IGA and the Town of Marble shall pay Gunnison County upon receipt of invoices received specifying the hours the equipment was used and the fuel consumption, which will be determined using equipment manufacturer fuel usage guidelines and actual costs. The Town of Marble acknowledges that such payment does not reimburse Gunnison County for its expenses in the performance of the work.

SECTION IV
RESPONSIBILITY FOR ROAD MAINTENANCE AND DAMAGES

The Town of Marble 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 Marble 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 Marble 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 Marble of governmental immunity. It is expressly agreed that, the Town of Marble 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 Marble 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 Marble 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 _____, 2020 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

_____ _____

Deputy Clerk Jonathan Houck, Chairperson

APPROVED on SEPTEMBER 3, 2020 by the Marble Town Council.

ATTEST:

_____ _____

Town Clerk Mayor