AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement for Winter Road Mainte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the Town of Pitkin

Term Begins: 11/01/2017 **Term Ends:** 5/31/2017 **Grant Contract #:**

Summary:

This agreement is for this year only as the Town transitions into a snow removal program for the Town

Fiscal Impact: We will have some reimbursement this year.

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, will add additional revenue to PW fund per terms. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/16/2017

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

Comments:
ok db 11/17/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/17/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/17/2017

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

Agenda Date: 11/21/2017

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR
WINTER ROAD MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT made effective on this _____ day of _____, 2017, 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, 2017 to May 31, 2018, unless otherwise terminated in accordance with Section III below.

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 primary routes, and marked in yellow as shown on Exhibit A., incorporated herein.

A pickup with a plow and sander will plow only the Pitkin town streets, identified as secondary routes and marked in pink on Exhibit A., incorporated herein.

2. Primary 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. Primary 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. Secondary streets will be plowed later in the day when the Foreman is checking his routes. These routes are narrow and there will be no parking or obstructions in the roadway and no snow from private drives is to be deposited in the street being plowed.

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

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 whom Gunnison County shall have an opportunity to recommend, 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 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 the Town of Pitkin and Gunnison County 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 _____, 2017 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
STATE OF COLORADO

ATTEST:

_____ _____
Deputy Clerk Phil Chamberland, Chairperson

APPROVED on _____, 2017 by the Pitkin Town Council.

ATTEST:

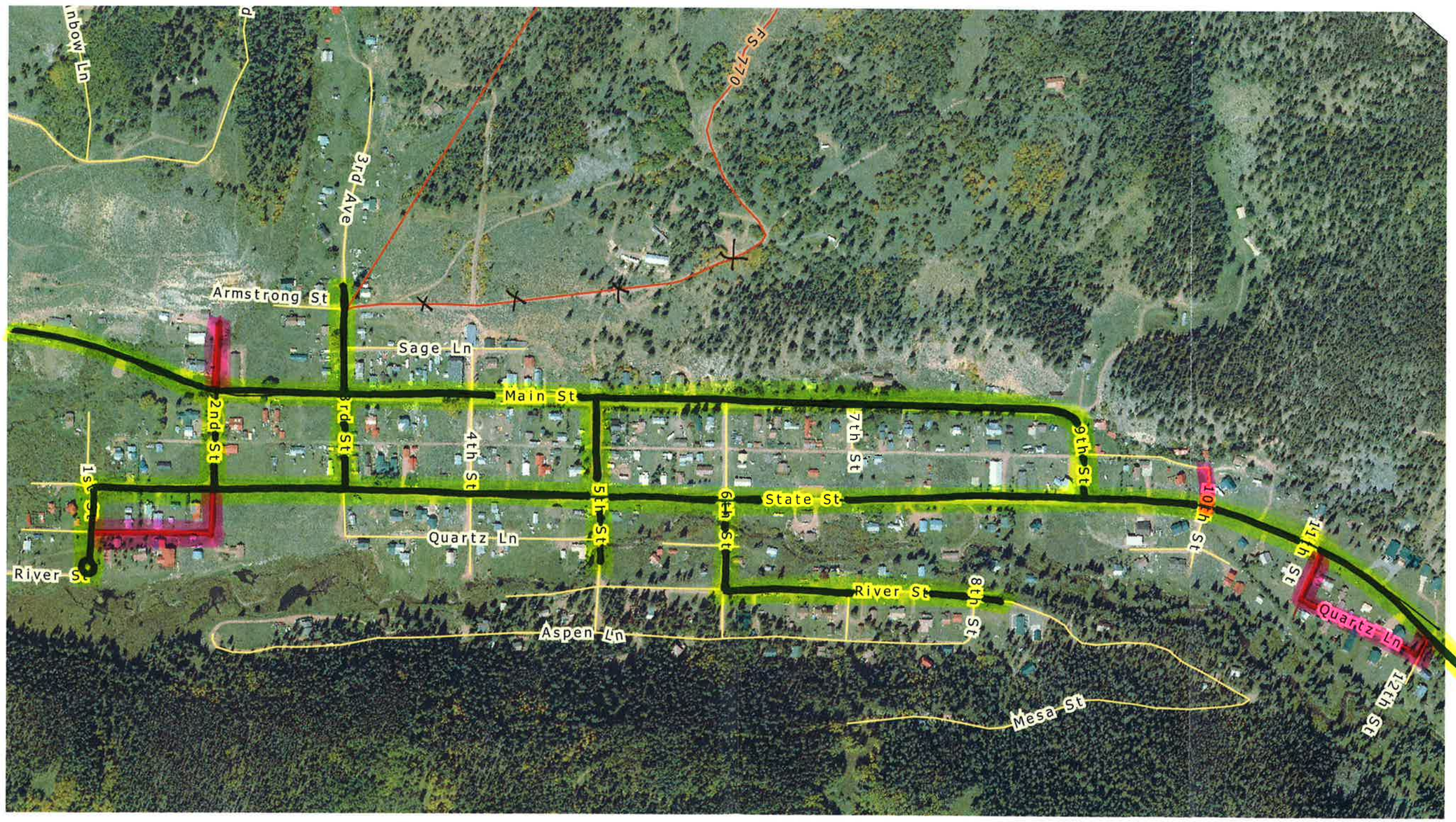
_____ _____
Town Clerk Rachel New, Mayor

= Primary Plow Routes
= Secondary Plow Routes

Exhibit A

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