

**INTERGOVERNMENTAL AGREEMENT
FOR SNOW REMOVAL ON COUNTY ROADS**

THIS INTERGOVERNMENTAL AGREEMENT FOR SNOW REMOVAL ON COUNTY ROADS (the “Agreement”) dated for reference purposes only September 8, 2020, is made and entered into by and between JEFFERSON COUNTY, COLORADO, a body politic and corporate (“Jefferson”), and PARK COUNTY, COLORADO, a body politic and corporate (“Park”).

RECITALS

- A. Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., Jefferson and Park have the authority to enter into intergovernmental agreements.
- B. Park has determined that snow removal on certain county roads located within Park County can be more economically and expeditiously performed by Jefferson.
- C. Jefferson has determined that snow removal on certain portions of the county roads located in Jefferson County can be more economically and expeditiously performed by Park.
- D. The Board of County Commissioners of Park and the Board of County Commissioners of Jefferson are authorized by the provisions of C.R.S. § 43-2-144 to perform or have performed snow removal upon the county roads within their respective counties.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. **TERMINATION OF PRIOR AGREEMENTS**. This Agreement supersedes all prior agreements between the parties for snow removal and road maintenance for the roads identified herein.
- 2. **AUTHORIZED REPRESENTATIVES**. Each party’s representative designated below shall have the authority to bind said party to that party’s obligations as provided for herein.
 - 2.1. Jefferson designates Taylor Perrigo as its authorized representative.
 - 2.2. Park designates _____ as its authorized representative.
- 3. **OBLIGATIONS OF JEFFERSON**. Jefferson will perform snow removal upon those portions of the county roads located within Park County which are described as:

NAME	FROM	TO	LENGTH (miles)
Nova Rd.	COUNTY LINE	Mt. Evans Blvd.	0.436
Woodside Dr.	COUNTY LINE	COUNTY LINE	0.620
Woodside Dr.	COUNTY LINE	COUNTY LINE	0.101
Jones Creek Cir.	Woodside Dr.	COUNTY LINE	0.180

Dawson Rd.	Woodside Dr.	Mt. Evans Blvd.	0.626
Carmargo Rd.	Dawson Rd.	Granada Way	0.123
Granada Way	CUL-DE-SAC	CUL-DE-SAC	0.190
Hudson Rd.	Dawson Rd.	CUL-DE-SAC	0.107
Victoria Dr.	Dawson Rd.	CUL-DE-SAC	0.134
Wandcrest Rd.	Hwy 285	COUNTY LINE	0.835
Chilton Ave.	Wandcrest Rd.	End	0.105
Silver Springs Blvd.	Wandcrest Rd.	End	0.131
Elk Creek Rd. S.	COUNTY LINE	Gate	0.174
		TOTAL	3.762

4. **OBLIGATIONS OF PARK.** Park will perform snow removal upon those portions of the county roads located within Jefferson County which are described as:

NAME	FROM	TO	LENGTH (miles)
Mt. Evans Blvd.	US 285	COUNTY LINE	0.143
Holmes Gulch Rd.	BEGINNING	CUL-DE-SAC	0.300
Holmes Gulch Way	Holmes Gulch Rd.	CUL-DE-SAC	0.100
FS Rd. 560	COUNTY LINE	FS Rd. 543	2.900
Choctaw St.	Iroquois St.	Sioux Tr.	0.260
Piute Rd.	Osceola St.	CUL-DE-SAC	0.130
Osceola St.	Mohawk St.	Piute Rd.	0.140
Wasatch St.	Osceola St.	CUL-DE-SAC	0.090
		TOTAL	4.063

5. **PRIORITIES AND SNOW REMOVAL PROCEDURES.** The parties agree that snow removal activities will be prioritized in accordance with the snow removal policy of the County in which the road is located.
6. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
7. **FINANCIAL MATTERS.**

- 7.1. Performance of this Agreement is made in consideration of the mutual covenants and promises contained herein and no party to this Agreement shall have any obligation to pay any other party for performance of this Agreement. Each party shall be responsible for its own costs incurred in the performance of this Agreement.
- 7.2. The continuation of this Agreement beyond the initial fiscal year is contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available by the governing body of each party. Any party shall have the right to withdraw its participation from this Agreement with 30 days written notice to the other parties in the event that its governing body does not appropriate, budget, or otherwise make funds available for the purpose of fulfilling its obligations under the Agreement for any subsequent fiscal year.
8. **CONFIDENTIALITY.** The parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other party or otherwise have access to, except as may be required by law.
9. **LIABILITY AND IMMUNITY.**
 - 9.1. Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
 - 9.2. The parties agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.
 - 9.3. The parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
10. **TERM AND TERMINATION.**
 - 10.1. The term of this Agreement shall commence on the date the Agreement is executed by all parties and continue until terminated.
 - 10.2. Any party may terminate this Agreement with or without cause upon 10 days' prior written notice to the other parties.
11. **AMENDMENT.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Agreement may not be modified or amended except by written agreement of the parties.
12. **NOTICES.**
 - 12.1. "Key Notices" under this Agreement are notices regarding contract default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery, when received. For Key Notices, the

parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

JEFFERSON COUNTY:

Jefferson County Road & Bridge Div.

Attn: Mike Secary

21401 Golden Gate Canyon Rd.

Golden, CO 80403-8108

Tele: 303-271-5200

Email: msecary@jeffco.us

With a copy to:

Jefferson County Attorney

100 Jefferson County Pkwy

Golden, CO 80419-5500

Tele: 303-271-8900

Email: CAOContracts@jeffco.us

PARK COUNTY

Tele: _____

Fax: _____

Email: _____

All Key Notices shall include a reference to the Agreement including the parties' names and the date of the Contract.

11.2 Electronic Transmissions. The parties agree that: (a) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (c) at the request of any party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

13. MISCELLANEOUS.

13.1. Independent Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

13.2. Assignment. This Agreement shall not be assigned by any party without the prior written consent of all parties.

13.3. Integration and Amendment. This Agreement represents the entire agreement between the parties and terminates any oral or collateral agreement or understandings. This Agreement may

be amended only by a writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provision of this Agreement shall continue in full force and effect.

- 13.4. Officials Not to Benefit. No elected or employed member of any party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 13.5. Conflict of Interest. No party shall knowingly perform any act that would conflict in any manner with said party's obligations hereunder. Each party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder.
- 13.6. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- 13.7. Venue. Venue for all disputes arising under this agreement shall be in the District Court of and for the County of Jefferson, State of Colorado.
- 13.8. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 13.9. Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.
- 13.10. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 13.11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of parties that any person other than parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 13.12. Records Retention. The Parties shall maintain all records, including working papers, notes and financial records, which records shall be available to Jefferson for inspection and audit for a period of three years from the date of termination of the Agreement unless Park is notified in writing by Jefferson of the need to extend the retention period. Copies of such records shall be furnished to Jefferson party upon request without charge by Park.
- 13.13. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute

one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

- 13.14. Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been authorized to do so.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement for Snow Removal on County Roads.

COUNTY OF PARK,
STATE OF COLORADO

By: _____
_____, Chairman
Board of County Commissioners

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____
Lesley Dahlkemper, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

Kelsey M. Hall
Assistant County Attorney