

RESOLUTION NO. R-011-178

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF CASTLE PINES, COLORADO, AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
CONCERNING SNOW REMOVAL SERVICES ON PORTIONS
OF HESS ROAD

WHEREAS, the City of Castle Pines, ("City") and the Board of County Commissioners of the County of Douglas ("County") desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the County would perform snow removal services for the City on portions of Hess Road ("IGA"); and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the intergovernmental agreement by and between the City of Castle Pines, Colorado, and the Board of County Commissioners of the County of Douglas, concerning snow removal services on portions of Hess Road, a copy of which is attached hereto and incorporated herein, is hereby approved and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 13 day of December, 2011, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:

JILL E. REPELLA, Chair

ATTEST:

Melissa Belletier, Deputy Clerk



INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF CASTLE PINES, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") dated this 13 day of December, 2011, by and between the City of Castle Pines, Colorado, (the "City") and the Board of County Commissioners of the County of Douglas (the "County") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-202, C.R.S., the City and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City and the County will benefit from the County performing snow removal on a portion of Hess Road within the City's jurisdiction for a period of time;

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENT

1. **SERVICES.** The County shall maintain a section of Hess Road within the boundaries of the City for the period from October 15, 2011 to May 31, 2012, as set forth in **Exhibit A**, attached hereto and incorporated herein ("Services"), at the City's expense.

A. The County shall perform only the Services on the roadway listed on **Exhibit A**. The County shall perform the Services consistent with current County snow removal procedures and prioritization schedules for urban arterial roadways, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on, and is retroactive to, October 15, 2011, and shall continue in full force and effect up to and including May 31, 2012, unless otherwise agreed to in writing.

3. **COST.** The total cost of performing the Services for the term stated in section 2 herein is \$10,450.00. This amount shall be payable by the City to the County as a lump sum. If

Hess Road is not open to the public on or before October 15, 2011, the cost of performing the Services shall be reduced on a prorated basis at the rate of \$45.63 per day for each day between October 15, 2011 and the day on which the County opens Hess Road to traffic. This will account for the number of days the Road is not in service within the City limits. The County shall invoice the City for this prorated cost and will deliver its invoice to the City no later than close of business Thursday, December 29, 2011 by either electronic or paper means. The City shall pay the invoiced amount in full in immediately available funds within 30 calendar days of receiving the invoice by electronic means.

4. SUBSEQUENT ANNEXATIONS. In the event that the City annexes additional property subsequent to the execution of this Agreement, the County reserves the right to refuse to provide services to the annexed property.

5. INDEPENDENT CONTRACTOR. The County is an independent contractor, and nothing herein contained shall constitute or designate the County or any of its employees or agents as employees of the City. It is agreed that the County shall have direct control with respect to the manner and performance of Services.

6. ADDITIONAL SERVICES. In the event the City desires services in addition to the Services defined in this Agreement, the City may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

7. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any third party brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.

8. APPROPRIATION. The Parties' obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by the City, and the notice of such appropriation, budgeting, and availability being provided to the County on or before November 15 of the current term.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except, by a writing executed by both the City and the County.

10. BINDING AGREEMENT. This Agreement shall inure to and be binding on successors and assigns of the Parties hereto.

11. ASSIGNMENT. The County shall not have the right or power to assign or

delegate its duties under this Agreement without the express prior written consent of the City. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County is allowed to subcontract portions of the work without the prior or subsequent permission of the City.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Douglas County District Court.

14. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

City of Castle Pines:

James McGrady
Interim City Manager, City of Castle Pines
7501 Village Square Drive, Ste. 100
Castle Pines, CO 80108

cc: Linda Michow
Widner Michow & Cox
13133 E. Arapahoe Road, Ste. 100
Centennial, CO. 80112

Douglas County:

Randall E. Teague
Douglas County Public Works Operations
P.O. Box 1390
Castle Rock, CO 80109

cc: Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto

understand and agree that the County and City, and each of their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for Cities and Counties, both the City and the County agree that each will remain liable for their independent obligations under the CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

16. NO THIRD PARTY BENEFICIARIES. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and City, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of November 15, 2011. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF CASTLE PINES, COLORADO

By: 

JEFFREY T. HUFF, Mayor

ATTEST:


Sharon DeBorja
City Clerk

Approved as to Legal Form:



Linda C. Michow

Widner Michow & Cox, LLP

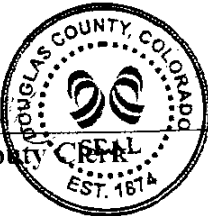
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY: _____

JILL E. REPÉLLA, Chair

ATTEST:

MELISSA PELLETIER, Deputy Clerk



APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

Lance J. Ingalls, County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

EXHIBIT A

SERVICES TO BE PROVIDED

Under this Agreement, the County shall provide only the following services: snow removal for the identified roadway within the City, as it existed as of September 1, 2011. Lanes added after this effective date are not covered under this Agreement. The portion of Hess Road that is subject to this Agreement is that portion of Hess Road from the I-25 Frontage Road (Havana Street) east to the City boundary. All lanes of Hess Road are subject to the terms of this Agreement. The roadway that is subject to the terms of this Agreement is depicted on the attached map incorporated as Exhibit C.

The Services that Douglas County will perform include and are limited to:

1. Snow Removal
2. Chemical treatment for snow and/or ice (at the discretion of the County)
3. Sanding if necessary for roadway safety.

All work shall be consistent with the County's snow removal procedures for Priority 1, urban arterial roadways, as defined in Exhibit B.

In its sole discretion, but consistent with its snow removal practice for urban arterial roadways situated in unincorporated Douglas County, Douglas County will: (a) use a liquid de-icing product and granular de-icing products known as "Iceslicer" as distributed by Envirotech Inc. and "Quik Salt" as distributed by North American Salt, where possible to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety.

Sweeping of aggregate products is not part of this Agreement and may be performed by the City at its discretion.

Exhibit B

County Snow Removal Procedures and Prioritization Schedule For Urban Arterial Roadways

The following is a description of the procedures and expectations for snow removal on urban arterial roadways. Urban arterial roadways receive the highest priority snow removal response due to their importance within the roadway network and anticipated operating speeds. This exhibit contains information on the Douglas County website as amended for Hess Avenue as part of this IGA.

In the case of **major blizzards**, the Department of Public Works Operation's team will secure its plan and place that information on the home page of the Douglas County website. That information is updated as necessary to keep the website current with changing conditions.

The planning effort for a snowstorm engages as soon as forecasts from the National Weather Service and Skyview Weather of impending weather are received. The snow forecasts are continually monitored to determine the anticipated arrival, snow accumulation, intensity and temperatures.

The plan includes:

- **Number of snowplows and personnel required:**
The number of personnel and type of snow removal equipment are determined based upon the anticipated strength of the storm. Personnel from PW Ops and other County departments are deployed when snow starts falling.
- **Number of shifts and length of shifts for drivers:**
Snow removal personnel are notified of anticipated start times based upon available weather data. Douglas County typically assigns personnel to 12-hour shifts with the major workforce deployed during the daylight hours to assist rush-hour traffic. A limited number of units are deployed during evening hours to continue widening operations and to respond to requests for emergency assistance. If you have an emergency during a snowstorm, call 911 for assistance.
- **Determining what products are most appropriate for the road surfaces:**
Douglas County utilizes both liquid and granular de-icing products depending upon the location of the roadway, temperature of the pavement and potential for re-freezing. Liquid anti-icing products are sometimes applied to arterial roadways (major roadways) prior to snowstorms; when temperatures are appropriate, to minimize bonding of snow to pavement surfaces. Liquid anti-icing products are also applied during the storm to inhibit bonding and provide a lower freezing temperature. Alternate granular products called

“Ice Slicer,” and “Quik Salt” are used primarily on urban arterial roadways to address icy conditions. Abrasive materials containing a blend of salt and sand are **sometimes** applied to roadways to provide traction at curves, hills and intersections. The salt/sand blend is applied when conditions dictate that an abrasive is necessary for safety of the public.

Prioritization of Roadways for Snow Removal

There are some aspects of snowstorm planning that are consistently followed. County-maintained roads are plowed based on the following prioritization criteria:

- **Priority 1**

Arterial roadways are always addressed first: Arterial roadways are major roadways having high traffic volumes and high operating speeds. Those roadways providing critical access links within the County and the majority of the County’s snow removal equipment is needed to keep arterial roadways safe for travel. Arterial roadways are the top priority to ensure accessibility for emergency vehicles, to provide adequate width for vehicle lanes and breakdown areas, and to minimize surface icing. Because arterials are critical to the transportation and emergency needs of the County, snow removal equipment will remain on arterial roadways until the snow storm dissipates.

There are 637 lane miles of arterial roadways that comprise the top priority of the County’s snow removal network. The County’s snow removal network and priority schedule can be viewed at the map below.

- **Priority 2**

Collector roadways/school bus routes: Once snowfall subsides and arterial roadways have been safely cleared, equipment is then deployed to plow collector roadways and school bus routes. Collector roadways distribute traffic between arterial roadways and residential streets and often serve as links between subdivisions. Collector roadways normally do not provide direct access to private property.

- **Priority 3**

Local streets and cul-de-sacs: Local streets and cul-de-sacs provide for low to moderate traffic volumes within subdivisions and provide direct access to residences or private property. Plowing of local streets and cul-de-sacs is typically addressed after arterial and collector roadways have been cleared. All local streets and cul-de-sacs are plowed during every storm unless accumulations are minor and are expected to melt the following day.

EXHIBIT C

MAP OF HESS ROAD

