

**INTERGOVERNMENTAL AGREEMENT BETWEEN FREMONT COUNTY
AND THE TOWN OF WILLIAMSBURG, THE TOWN OF COAL
CREEK, THE TOWN OF BROOKSIDE AND THE TOWN OF
ROCKVALE REGARDING USE OF ASPHALT EMUSION OIL
FOR TRANSPORTATION DEPARTMENT ACTIVITIES**

THIS AGREEMENT, made this 5th day of June, 2024, by and between the TOWN OF WILLIAMSBURG, a Colorado Municipal Corporation; the TOWN OF COAL CREEK, a Colorado Municipal Corporation; the TOWN OF BROOKSIDE, a Colorado Municipal Corporation, and the TOWN OF ROCKVALE, a Colorado Municipal Corporation, (hereinafter referred to collectively as the “Quad-Cities”) and FREMONT COUNTY, (hereinafter, “County”), and hereinafter referred to jointly as the Parties (“Parties”); and

WHEREAS, the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S., establish means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the County has previously donated to the Quad-Cities a CS-24 1996 Dura Patcher Model 81DJ, which the Quad-Cities deems to be useful in the maintenance of City roads; and

WHEREAS, the County maintains a supply of asphalt emulsion for use in County road maintenance; and

WHEREAS, the Quad-Cities do not maintain a supply of asphalt emulsion, a necessary component of asphalt patching operations/repair, which the Dura Patcher is designed to apply; and

WHEREAS, the Parties deem that it would be beneficial to all parties and would be an effective and efficient use of local government resources for the County to supply asphalt emulsion to the Quad-Cities at cost; and

WHEREAS, the Quad-Cities and County wish to enter into this Agreement (IGA) setting forth the mutual benefits and obligations of the Parties:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. RECITALS.

The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgements of the Parties.

2. FREMONT COUNTY DEPARTMENT OF TRANSPORTATION OBLIGATIONS.

The County agrees to provide the following equipment and services to the Quad-Cities:

- A. County has donated one used Dura Patcher Patching Machine to the Quad-Cities, the receipt of which is hereby acknowledged.
- B. County will store asphalt emulsion at its usual County storage locations. Quad-Cities may purchase the stored emulsion for the same cost that County pays for the material and pick up the purchased emulsion at the storage location. This commitment is subject to general availability of asphalt emulsion to County and is subject to general availability after County needs are met.

3. QUAD-CITIES' OBLIGATIONS.

The Quad-Cities will be collectively invoiced to the Town of Williamsburg and the Town of Williamsburg shall pay any invoices for product purchased by the Quad-Cities pursuant to this Agreement within thirty (30) days of receipt. The Quad-Cities agrees to pay the same emulsion price per gallon as is paid by the County.

4. WAIVER.

Notwithstanding any other provision of this IGA, no term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as now existing or hereafter amended (the "CGIA"). The Parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.

5. PARTICIPATION.

Participation in this IGA is voluntary. No Party shall be liable to the other Party or be considered to be in breach of or default under this IGA on account of any delay in or failure to perform any obligation under this IGA, except as to make payment if applicable.

6. TERM OF AGREEMENT AND TERMINATION.

The effective date of this IGA shall be the last date of acceptance and/or adoption by either the Quad-Cities or the County. This IGA will be for a period of five (5) years. Either Party may terminate this IGA prior to the expiration of the term by providing ninety (90) days' notice, prior to the expiration of the calendar year, thereby allowing ample time to the non-terminating Party to prepare for any expenses incurred as the result of termination in the budget for the subsequent year. If timely notice of termination is not provided, this IGA shall continue to the end of the next calendar year.

7. NOTICE.

Any and all notice shall be given, in writing, at the following addresses:

To Quad-Cities:

The Town of Williamsburg
1 John Street
Williamsburg, CO 81226
719.784.4511

To Fremont County:

Fremont County Administrator
615 Macon Avenue
Cañon City, CO 81212
719.276.7300

To Fremont County Department of Transportation:

FCDOT Director
1170 Red Canyon Road
Cañon City, CO 81212
719.276.7430

8. APPLICABLE LAW.

The Parties agree to comply with applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this IGA is executed and as they may change from time to time. Any disputes arising under this IGA shall be brought exclusively in Fremont County District Court in the State of Colorado.

The Parties acknowledge that this IGA has been drafted with the input from all Parties and therefore, will not under any circumstances be construed against any Party as the drafter of the document.

9. SEVERABILITY.

Should any provision(s) of this IGA be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this IGA and all remaining provisions of this IGA shall remain fully enforceable. Provided, however, with respect to the deleted provisions, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

10. AMENDMENT.

This IGA may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.

11. ASSIGNABILITY.

The Parties shall not assign their rights or delegate their duties under the IGA without prior written consent of the other Party.

12. THIRD PARTY BENEFICIARIES.

The Parties do not intend by the IGA to assume any contractual obligations to anyone other than the Parties and do not intend that there be any third-party beneficiary to this IGA.

13. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement of the parties with request to the subject matter hereof and supersedes any prior agreements or understandings.

14. NO PARTNERSHIP.

This IGA shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of or as an agent for or to otherwise bind the other Party.

15. EXECUTION.

This IGA may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.

THE QUAD-CITIES BY THE TOWN OF WILLIAMSBURG:

BY: Philip V. Ott Date: 6/5/24

NAME: Philip V. Ott

TITLE: Mayor

ATTEST:

BY: Ashley Smith Date: 6/5/24

NAME: Ashley Smith

TITLE: Town Clerk

FREMONT COUNTY:

BY: _____ Date: _____

NAME: Dwayne McFall

TITLE: Chair, Board of County Commissioners

ATTEST:

BY: _____ Date: _____

NAME: Justin D. Grantham

TITLE: Fremont County Clerk and Recorder