

EL PASO COUNTY



COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ JR (VICE CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

Department of Public Works
Engineering ~ Highway Division ~ Fleet Services

AGREEMENT

This agreement supersedes all previous agreements entered into by the City of Colorado Springs Department of Public Works and the El Paso County Department of Public Works concerning the exchange of maintenance on roadway segments jurisdictional to each entity.

This agreement, entered into on the ____ day of _____, 2020 by and between the City of Colorado Springs Department of Public Works and the El Paso County Department of Public Works is for the purpose of snow removal and snow and ice control on those roadway segments which are listed on Addendum 1.

The parties agree that the exchange of maintenance on roadways for snow removal and ice control does not remove said roadways from the jurisdictional responsibilities for each entity. Each entity shall remain responsible for the defense of any claim, cause of action or liability involving the condition of roadways within their jurisdiction.

Each year this agreement is in effect the City of Colorado Springs Department of Public Works and the El Paso County Department of Public Works will meet prior to the 31st day of July to review the roadway segments identified in agreement. This is a two (2) year agreement, with the possibility of three (3) one (1) year extensions, if both parties are in agreement. This agreement allows for minor changes to be made to the addendum, as long as the two department heads of the City and County Public Works Departments agree to these changes and the changes are reflected on a new addendum.

“In accordance with the Colorado Constitution and the Colorado Springs City Charter, performance of the City’s obligations and the County’s obligations under this agreement are expressly subject to appropriation of funds by the City Council and Board of County Commissioners.”

Effective Date: This agreement is deemed to be effective as of the ____ day of _____, 2020 and shall continue in effect through the ____ day of _____, 2022 unless extended or sooner terminated in accord with the terms of this agreement.



Termination: The parties may agree to mutually terminate this agreement at any time. Either party may terminate this agreement upon a thirty (30) day written notice to the other party.

No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third party or entity on such agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to the agreement, receiving services or benefits under this agreement shall be deemed to be incidental beneficiaries only.

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

CITY OF COLORADO SPRINGS
DEPARTMENT OF PUBLIC WORKS

Scot Cuthbertson, Executive Director

Travis Easton, P.E. Executive Director

Date: _____, 20__

Date: _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

CITY OF COLORADO SPRINGS

Mark Waller, Chair

John Suthers, Mayor

ATTEST:

ATTEST:

Clerk and Recorder

City Clerk

Date: _____

Date: _____