

RESOLUTION NO. 05 - 23

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY, COLORADO, FOR THE PURPOSE OF SNOW REMOVAL AND SNOW AND ICE CONTROL ON ROADWAY SEGMENTS

WHEREAS, the City of Colorado Springs (the "City") and El Paso County, Colorado (the "County") provide each other mutual cooperation and support for snow removal and snow and ice control on roadway segments throughout the City and the County; and

WHEREAS, the City and the County desire to assist each other with snow removal and snow and ice control efforts throughout the region.

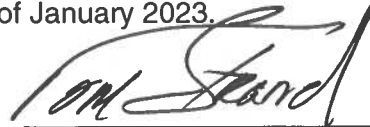
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The City Council finds that an intergovernmental agreement ("IGA") between the City of Colorado Springs and El Paso County, Colorado, for the purpose of snow removal and snow and ice control on roadway segments is in the best interest for the health, safety and welfare of the city's residents.

Section 2. The IGA (attached as "Exhibit A"), effective November 15, 2022, between the City and the County for the purpose of providing mutual support for snow removal and snow and ice control on roadway segments throughout the City and the County is hereby approved.

Section 3. The Mayor and the Public Works Director are hereby authorized to execute and administer the IGA on behalf of the City.

Dated at Colorado Springs, Colorado this 24th day of January 2023.



Council President

ATTEST:


Sarah B. Johnson, City Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY, COLORADO
FOR SNOW REMOVAL AND SNOW AND ICE CONTROL**

This Intergovernmental Agreement (“Agreement”), dated this 15th day of November, 2022 (“Effective Date”), regarding snow removal and snow and ice control, is made by and between El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado (“County”), whose address is 200 South Cascade Avenue, Colorado Springs, Colorado 80903, and the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation (“City”), having an address at 30 South Nevada, Ste 401, Colorado Springs, Colorado 80903. The City and the County may be referred to collectively as “Parties” or individually as “Party.”

RECITALS

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1), 30-11-103, and 30-11-107(1), the County has the legislative authority to make all contracts and settle all accounts of the County and to exercise such other and further powers as are conferred by law; and

WHEREAS, the City, as a home rule municipality, is a political subdivision of the State of Colorado and likewise has similar powers pursuant to Article XX of the Colorado Constitution, municipal home rule powers, City Charter ordinance provisions, and applicable state statutes of the Colorado Revised Statutes; and

WHEREAS, the City and County each wish to identify road segments within their jurisdiction for which the other Party will perform snow removal and snow and ice control responsibilities; and

WHEREAS, the Parties agree it would be of benefit to both Parties to exchange such responsibilities for those road segments listed in **Exhibit A**.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City and County Responsibilities.** The City and County shall each provide snow removal and snow and ice control for those road segments in the other’s jurisdiction identified in **Exhibit A**, attached hereto and incorporated herein by reference. No later than July 31 of 2023 and each subsequent year this Agreement remains in effect, Public Works staff from each Party shall meet to review and update **Exhibit A**, and an updated **Exhibit A** shall take effect each year upon signature of the Director of each Party’s Public Works Department.
2. **Term and Termination.** This term of this Agreement shall begin on the Effective Date and continue until September 1, 2032, or until such time as either Party terminates the Agreement upon thirty (30) days written notice, whichever is sooner.

3. Rights and Remedies Not Waived. No assent, express or implied, by either Party to any breach of this Agreement by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither the County nor the City shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.
4. Amendment. This Agreement may only be amended in writing with consent of both Parties.
5. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the written consent of the other Party.
6. Applicable Law, Jurisdiction, and Venue. This Agreement is subject to and shall be interpreted under the laws of the state of Colorado, the City Charter, City Code, ordinances, rules and regulations of the City of Colorado Springs, Colorado, applicable regulations of El Paso County, Colorado, and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.
7. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of acting relating to such enforcement, shall be strictly reserved to the Parties. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. § 24-10-101, et seq.
8. Limitations on Jurisdiction. Nothing herein shall be construed so as to in any manner expand upon or limit the lawful jurisdiction and authority of either the City or the County.
9. Entire Agreement. This Agreement together with all Exhibits attached hereto, which are incorporated herein by this reference, is intended as the complete integration of the understanding between the parties and constitutes the entire Agreement between the Parties.
10. Parties Bound by Agreement. This Agreement is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns. The undersigned representatives hereby affirm that they have the authority to sign this Agreement and to bind their respective Parties thereto.
11. Captions. All captions and headings contained in this Agreement are for convenience only and for reference, do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to define or limit the terms and provisions hereof.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

13. **Severability.** It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal laws, or any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.
14. **Contacts and Notice.** The County and the City will each provide a liaison through their respective entities and will be responsible for coordinating respective activities under this Agreement. Except as may otherwise be provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, return receipt requested, postage prepaid, in any post office in the United States, (b) hand delivery, (c) overnight courier, (d) email to the below-designated addresses with proof of receipt. The Parties agree that written notices regarding general operational issues may be accomplished through email.

City of Colorado Springs:

Travis Easton, P.E., Public Works Director
30 South Nevada Avenue, Suite 401
Colorado Springs, CO 80903
719-385-5457
travis.easton@coloradosprings.gov

El Paso County:

Jack Ladley, Interim Public Works Director
3275 Akers Drive
Colorado Springs, Colorado 80922
719-520-6900
jackladley@elpasoco.com

15. **Indemnification and Liability.** The Parties are prohibited by Article XI, Section I of the Constitution of the State of Colorado, and applicable City Charter provisions and Board resolutions, from indemnifying one another. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the County or the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution, or as otherwise provided by law.
16. **Fiscal Obligations/Non-Appropriation.** This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the

County or the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the County or the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County or the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to the City, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

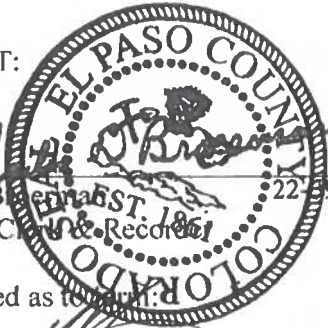
17. Independent Entities. The Parties are independent governmental entities. No Party shall be subject to the direct supervision and control of the other respective Parties. Neither the Parties nor any agents, employees, or servants of the respective Parties, shall be deemed to be an employee, agent or servant of any other Party to this Agreement.

IN WITNESS THEREOF, the City and County have signed this Agreement on the day and year indicated below, to be effective upon signatures of both Parties.

[Signature page to follow]

ATTEST:


Chuck Bledsoe
 County Clerk & Recorder
 Approved as to form:



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
 Stan VanderWerf, Chair

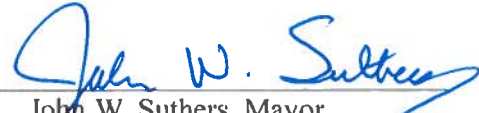
County Attorney's Office



ATTEST:


Saul B. Iron
 City Clerk

CITY OF COLORADO SPRINGS

By: 
 John W. Suthers, Mayor

Approved as to form:


 City Attorney's Office

EL PASO COUNTY PLOWS FOR COLORADO SPRINGS

ROAD NAME	FROM ROAD	TO ROAD	FEET	MILES
Aerospace Blvd	Foreign Trade Zone Blvd	Barricade	697	0.13
Aerospace Blvd	Barricade	Drennan Rd	644	0.12
Beverly St	Austin Bluffs Pkwy	Date St	291	0.06
Beverly St	Date St	Rosalie St	295	0.06
Black Forest Rd	Woodmen Rd E	Vollmer Rd	948	0.18
Black Forest Rd	Vollmer Rd	Foxtrot Ln	781	0.15
Black Forest Rd	Foxtrot Ln	Foxtrot Dr	498	0.09
Black Forest Rd	Foxtrot Dr	Cow Poke Rd	1529	0.29
Black Forest Rd	Cow Poke Rd	803' S Research Prky	1608	0.3
Bradley Rd	Horizonview Dr	End of CS City Limits	5311	1.01
Bradley Rd	S Marksheffel Rd	Horizonview Dr	1303	0.25
Bradley Rd	CS City Limits	S Marksheffel Rd	4010	0.76
Constitution Ave	US Hwy 24	End City Limits	2237	0.42
Date St	CS City Limits	Beverly St on NE	1138	0.22
Date St	Beverly St	Siferd Blvd	1227	0.23
Dodge Rd	Garrett Rd	N End Point	615	0.12
Drennan Rd	Start at West end	S Marksheffel Rd	6585	1.25
Drennan Rd	S Marksheffel Rd	Mockingbird Ln	11933	2.26
Falcon Hwy	US Hwy 24	Meridian Rd	2816	0.53
Fontaine Blvd	CS City Limits	CS City Limits	5310	1.01
Foreign Trade Zone Blvd	CS City Limits	CS City Limits	371	0.07
Foreign Trade Zone Blvd	Bradley Rd	Aerospace Blvd	602	0.11
Garrett Rd	US Hwy 24	Dodge Rd	393	0.07
Hancock Exwy	Milton E Proby Pkwy	End City Limits	1591	0.3
Horizonview Dr	Bradley Rd	437' S E Anvil Dr	672	0.13
Horizonview Dr	Flagstone St	Drennan Rd	5078	0.96
Import Ct	EndPoint	Foreign Trade Zone Blvd	618	0.12
Lotus St	City Limits	Turnaround	392	0.07
Marksheffel Rd N	Woodman Rd E	North End of Road	2190	0.41
Marksheffel Rd N	Woodman Rd E	Dublin Blvd	5588	1.06
Marksheffel Rd N	Dublin Blvd	620' S of Tarren Hts	3368	0.64
Marksheffel Rd N	Stetson Hills Blvd	Barnes Rd	3953	0.75
Marksheffel Rd N	596' S Industry Rd	Constitution Av	4247	0.8
Marksheffel Rd N	US Hwy 24	1293' S US Hwy 24	1293	0.24
Marksheffel Rd S	414' N CO 94	Space Village Ave	1607	0.3
Marksheffel Rd S	347' S Space Village	Drennan Rd	22696	4.3
Marksheffel Rd S	Drennan Rd	Bradley Rd	6824	1.29
Marksheffel Rd S	Bradley Rd	Cider Mill Pl	7479	1.42
Meridian Rd	Falcon Hwy	Swingline Rd	1394	0.26
Meridian Rd	Swingline Rd	US Hwy 24	775	0.15
Park Vista Blvd	Austin Bluffs Pkwy	Pearl Dr	354	0.07
Peaceful Meadow St	Horizonview Dr	Harvest Moon Ter	560	0.11
Pearl Dr	Topaz Dr	Park Vista Blvd	962	0.18
Pine Oaks Rd	CS City Limits	State Hwy 115	3176	0.6

EL PASO COUNTY PLOWS FOR COLORADO SPRINGS

ROAD NAME	FROM ROAD	TO ROAD	FEET	MILES
Rivercrest Circle	Wood Cliff Drive	Wood Cliff Drive	5300	1.01
Rosalie St	Beverly St	CS City Limits	752	0.14
Siferd Blvd	Austin Bluffs Pkwy	Date St	431	0.08
Siferd Blvd	Hollow St	CS City Limits	1015	0.19
Space Village Ave	S Marksheffel Rd	State Hwy 94	3237	0.61
Stratmoor Dr	CS City Limits	Cheyenne Meadows Rd	133	0.03
Tamlin Rd	CS City Limits	Huber Rd	1933	0.37
Vista Cerro Ave	N Marksheffel Rd	Vista Del Pico Blvd	1685	0.32
Vista Del Pico Blvd	Vista Cerro Ave	Cottonwood Tree Dr	872	0.17
Vollmer Rd	Black Forest Rd	Cowpoke Rd	2993	0.57
Vollmer Rd	Cowpoke Rd	722' S Tahiti Dr	2693	0.51
Wood Cliff Dr	Doral Way	Rivercrest Circle	3590	0.68
Woodmen Frontage Rd	Culdesac	Mustang Rd	5316	1.01
Woodmen Frontage Rd	Golden Sage	Culdesac	630	0.12
Zircon Dr	Marksheffel	Shale Dr	1405	0.27
Shale Dr	Zircon Dr	Graphite Roundabout	1157	0.22
Graphite Dr	Marksheffel	Shale Dr Roundabout	1739	0.33
		SUM TOTAL		35.55

COLORADO SPRINGS PLOWS FOR EL PASO COUNTY				
ROAD NAME	FROM ROAD	TO ROAD	FEET	MILES
Academy Blvd S	State Hwy 115 ramps	City Limits (1600' S of Drennan Rd)	18095	3.43
Academy Blvd S (On Ramp EB)	B St/Magrath Av	Academy Blvd S EB	1820	0.34
Academy Blvd S (On Ramp to WB)	Jct EB On Ramp	Academy Blvd S WB	3946	0.75
Academy Blvd S (Off Ramp WB)	Academy Blvd S WB	Venetucci Blvd E Ramp Only	862	0.16
Academy Blvd S (EB Off Ramp)	Academy Blvd S EB	Bradley Rd traffic circle	1420	0.27
Academy Blvd S (Bradley EB On Ramp)	Bradley Rd traffic circle	Academy Blvd S EB	1461	0.28
Academy Blvd S (Bradley WB Off Ramp)	Academy Blvd S WB	Bradley Rd	1543	0.29
Academy Blvd S (Bradley WB On Ramp)	Bradley Rd	Academy Blvd S WB	1307	0.25
Academy Blvd S (Hwy 85/887 EB Off Ramp)	Academy Blvd EB	US 85/87	1315	0.25
Academy Blvd S (Hwy 85/87 EB On Ramp)	US Hwy 85/87	Academy Blvd S EB	1328	0.25
Academy Blvd S (WB Off Ramp)	Academy Blvd S WB	US Hwy 85/87	1405	0.27
Academy Blvd S (WB On Ramp)	US Hwy 85/87	Academy Blvd S WB	1365	0.26
Academy Blvd S ramp (Westmeadow Off Ramp WB)	Academy Blvd S	Westmeadow Dr	1385	0.26
Academy Blvd S ramp (Westmeadow On Ramp WB)	Westmeadow Dr	Academy Blvd S	1270	0.24
Academy Blvd S ramp (Westmeadow Off Ramp EB)	Academy Blvd S	Westmeadow Dr/Chiles Av	1457	0.28
Academy Blvd S ramp (Westmeadow On Ramp EB)	Westmeadow Dr/Chiles Av	Academy Blvd S	1349	0.26
Pikes Peak Community Dr	West Ent off Academy Blvd S	East Ent off Academy Blvd S	6171	1.17
B St	Academy Blvd S WB Off Ramp	Magrath Ave	503	0.1
Alamosa Dr	Otero Ave	Kit Carson Ln	3184	0.6
Chaparral Rd	N of Jeffrey Rd	CS City Limits	495	0.09
Cross Rd	Otero Ave	Alamosa Dr	934	0.18
Dalby Dr	Dublin Blvd	EndPoint	2007	0.38
Delta Rd	EndPoint	Otero Ave	888	0.17
El Dorado Ln	Thunderbird Ln	Thunderbird Ln	2370	0.45
Gillen Rd	Pine Creek Rd	Culdesac	2836	0.54
Gold Camp Rd	City Limits	Lower Gold Camp Rd	3152	0.6
Gold Camp Rd	320' N Bear Creek Rd	City Limits NE	180	0.03
Golden Lane Rd	Bridge	Colorado Ave W	276	0.05
Howbert St	27 th St S	W End	195	0.04
Indian Wells Ln	El Dorado Ln	Thunderbird Ln	886	0.17

COLORADO SPRINGS PLOWS FOR EL PASO COUNTY

ROAD NAME	FROM ROAD	TO ROAD	FEET	MILES
Janitell Rd	Bridge	Las Vegas St	1367	0.26
Jenkin Pl	EndPoint	Tudor Rd	492	0.09
Kelly Ln	EndPoint	El Dorado Ln	603	0.11
Kit Carson Ln	EndPoint	Alamosa Dr	1130	0.21
Las Vegas St E	CS City Limits	CS City Limits	8477	1.61
Las Vegas St E	CS City Limits	CJC entrance	2151	0.41
Las Vegas St E	151' S N Wabash St	US 85/87	1687	0.32
Las Vegas St E wye	US Hwy 85	end of wye	880	0.17
Montezuma Rd	Old Ranch Rd	Old Ranch Rd	4843	0.92
Morrison St	Thirty-first St S	Twenty-ninth St S	637	0.12
Old Ranch Rd	144' W Kettle Creek Rd	CS City Limits	1816	0.34
Old Ranch Rd	W End Point	State Hwy 83	2770	0.52
Otero Ave	Springcrest Rd	Old Ranch Rd	5428	1.03
Pine Creek Rd	Gillen Rd	Tudor Rd	290	0.05
Robinson St W	Thirty-first St S	200' NW of Twenty-sixth St S	1360	0.26
Thirty-first St S	Robinson St	US Hwy 24	2017	0.38
Thunderbird Ln	EndPoint	Tudor Rd	2335	0.44
Tudor Rd	El Dorado Ln	Pine Creek Rd	3954	0.75
Twenty-ninth St S	Robinson St W	Morrison St	685	0.13
Twenty-seventh St S	Howbert St	Robinson St	1183	0.22
Templeton Gap Rd	CS City Limits	CS City Limits	168	0.03
Westmeadow Dr	Academy Blvd S N Ramps	Fort Carson	374	0.07
		SUM TOTAL	110052	20.85

BOCC

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El Paso County, CO



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RESOLUTION NO. 22-392

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR SNOW
REMOVAL AND SNOW AND ICE CONTROL BETWEEN EL PASO COUNTY AND
THE CITY OF COLORADO SPRINGS**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1), 30-11-103 and 30-11-107(1), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County"), has the authority to make all contracts and to exercise such other and further powers as are conferred by law; and

WHEREAS, C.R.S. § 29-1-203 provides authority for El Paso County to cooperate or contract with other governmental entities to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units, when deemed by the Board to be beneficial to the citizens of El Paso County; and

WHEREAS, the Board and the City of Colorado Springs (collectively "the parties") desire to enter into an Intergovernmental Agreement (hereinafter "IGA") for the purpose of the parties exchanging maintenance on specific roadways for snow removal and ice control as identified in the IGA, attached hereto as Exhibit A; and

WHEREAS, it is necessary that this IGA be approved by the Board in order to effectuate the transaction described herein.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Intergovernmental Agreement between the Board of County Commissioners of El Paso County, Colorado and the City of Colorado Springs for the purpose of the parties exchanging maintenance on specific roadways for snow removal and ice control, for the time period commencing on the effective date of the IGA and continuing until September 1, 2032, unless sooner terminated in accordance with the terms of the IGA.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners, or the Vice Chair, be and is hereby appointed and authorized to execute all reasonable and necessary documents on behalf of the Board in order to complete the transaction described herein.

DONE THIS 15th day of November, 2022 at Colorado Springs, Colorado.

ATTEST:

By:

Clerk and Recorder



Board of County Commissioners
of the County of El Paso

By:

Stan VanderWerf, Chair