

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT TO PROVIDE GROOMING SERVICES TO FIRECRACKER SLEDDING HILL**

RESOLUTION NO. 2021-0114-02

RECITALS:

A. Section 29-1-203 of the Colorado Revised Statutes, as amended, authorizes political subdivisions, to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including sharing costs.

B. Section 9.2 of the Town of Mountain Village (the "Town") Home Rule Charter permits the Town to enter into intergovernmental agreements for, among other things, the joint use of equipment and the furnishing of services for a public benefit.

B. The Town of Telluride ("ToT") and the Town desire to provide a quality sledding experience for citizens and visitors.

C. The Town owns and operates snow cat grooming equipment for recreational uses.

D. The citizens and visitors of the ToT and the Town would benefit from access to a sledding hill that is occasionally maintained and groomed.

E. The ToT desires sledding hill grooming services on its property known as the Firecracker Sledding Hill located at Telluride Town Park, 500 East Colorado Avenue.

F. The citizens of the ToT and the Town would benefit from the cost savings and efficiencies gained by an intergovernmental agreement for sledding hill grooming services.

G. The ToT and the Town desire to enter into that certain intergovernmental agreement, attached hereto as Exhibit A, to provide for sledding hill grooming services.

NOW, THEREFORE, BE IT RESOLVED, the Town Council of the Town of Mountain Village hereby approves the intergovernmental agreement to provide grooming services to Firecracker Sledding Hill.

ADOPTED AND APPROVED by the Town Council of the Town of Mountain Village, Colorado, at a regular meeting held on the January 14, 2021.

TOWN OF MOUNTAIN VILLAGE,
COLORADO, a home rule municipality

By: 
Laila Benitez, Mayor

ATTEST:

By: 
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

By: 
Paul F. Wisor, Town Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE WHEREBY THE MOUNTAIN
VILLAGE WILL PROVIDE GROOMING ON THE FIRECRACKER SLEDDING HILL**

THIS AGREEMENT is made and entered into this 14th day of January, 2021, by and between the Town of Telluride ("Town"), a home rule municipality in the State of Colorado, and the Town of Mountain Village ("Village"), a home rule municipality in the State of Colorado.

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes, as amended, authorizes political subdivisions, to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including sharing costs; and

WHEREAS, the Town and Village desire to provide a quality sledding experience for citizens and visitors; and

WHEREAS, the Village owns and operates snowcat grooming equipment for recreational uses; and

WHEREAS, the citizens and visitors of the Town and Village would benefit from access to a sledding hill that is occasionally maintained and groomed; and

WHEREAS, the Town desires sledding hill grooming services on its property known as the Firecracker Sledding Hill located at Telluride Town Park, 500 East Colorado Avenue; and

WHEREAS, the citizens of the Town and Village would benefit from the cost savings and efficiencies gained by an intergovernmental agreement for sledding hill grooming services.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter contained, the parties agree as follows:

1. The Village agrees to provide, at its sole discretion, sledding hill grooming to the Town as requested by the Town, and at the Base Rate specified in Section 2 below, which may be modified by mutual consent of the Town and Village without requiring amendment to this agreement.
2. The Village shall bill the Town at the rate of ninety dollars (\$90.00) per operational hour, ("Base Rate"). Such operational hour shall include time and expense incurred in loading and transporting the snowcat from the Village to the Town and back to the Village. Further, such amount shall be inclusive of all costs of whatsoever nature associated with the Village's efforts, including but not limited to wages, insurance, fuel, repair, maintenance, capital replacement, administration and overhead.
3. The Village agrees to maintain detailed records and accounting of the services provided to the Town, and provide to the Town by May 31 of each year an accounting record and report of such services.

4. The Village agrees to provide a monthly billing to the Town detailing the services under this contract for the previous month. The billing will be sent by the fifteenth of each month and payment will be due to the Village by the end of the month. Payments not timely received will be subject to a late payment interest charge of 1.5% per month.
5. The Village agrees to provide liability insurance up to \$1,000,000.00 for each person, \$1,000,000.00 for each occurrence, and \$1,000,000.00 annual aggregate, for sledding hill grooming services provided to the Town under this contract.
6. The parties agree that the Town's remedies for any claims asserted against the Village shall be limited to proven direct damages in an amount not to exceed payment amounts for services due under the Agreement and that Village shall not be liable for indirect, incidental, special, consequential or punitive damages, including but not limited to lost profits.
7. To the fullest extent permitted by law, the Town shall indemnify, defend and hold harmless the Village, its members, affiliates, officers, directors, partners, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of the performance of the services provided hereunder, provided that any such claim, damage, loss or expense is caused by any negligent act or omission of the Town, anyone directly or indirectly employed by the Town or anyone for whose acts the Town may be liable, except to the extent any portion is caused in part by a party indemnified hereunder.
8. The Town designates Ross Herzog or Stephanie Jaquet, and the Village designates Kim Montgomery or Jim Loebe, as their respective representatives to administer this Agreement.
9. This agreement shall continue from year to year subject to annual appropriation by the Town, but may be amended by mutual consent of the parties, or canceled by either party by giving the other party thirty (30) days written notice. Notice shall be deemed given when actually received by the other party.

TOWN OF TELLURIDE

By: DeLanie Young
DeLanie Young, Mayor

ATTEST:

By: Tiffany Kavanagh
Tiffany Kavanagh, Town Clerk



TOWN OF MOUNTAIN VILLAGE

By: Laila Benitez
Laila Benitez, Mayor

ATTEST:

By: Susan Johnston
Susan Johnston, Town Clerk

