

**TOWN OF DE BEQUE BOARD OF TRUSTEES**

**RESOLUTION NO. 2026-02**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND MESA COUNTY REGARDING SNOWPLOW ASSISTANCE.

The following describes the intent and purpose of this Resolution.

- a. The Town of De Beque (the Town) Staff have engaged in negotiations with the Mesa County (the County) to obtain a snowplowing intergovernmental agreement.
- b. The County has offered to provide snowplowing assistance to the Town during storm events. The Town needs assistance with ensuring bus routes are plowed and, to some extent, sections of the Town are plowed, as needed.
- c. The Intergovernmental Agreement (IGA) governs all obligations between the County and the Town with respect to the snowplowing assistance to be provided, including the tasks to be completed by the County and the financial obligations of the Town for the County's services.
- d. The Board of Trustees has reviewed the IGA and finds that it is in the best interest of the Town to enter into the IGA with the County to ensure that the Town's bus route and certain sections of the Town receive sufficient snowplowing services during storm events.

NOW THEREFORE, the Board of Trustees, upon an affirmative vote of a majority of the Board, hereby adopts the IGA attached as **Exhibit 1** and authorizes the Mayor to sign the same on behalf of the Town.

Town of De Beque:

By: Shanelle Hansen Jan 27<sup>th</sup>, 2026  
Shanelle Hansen, Mayor Date

ATTEST:  
By: Lisa M. Rogers 01/27/2026  
Lisa Rogers, Town Clerk Date

Attachment: **Exhibit 1**, Snowplowing IGA

-End of Document-



INTERGOVERNMENTAL AGREEMENT  
BETWEEN MESA COUNTY, COLORADO AND THE TOWN OF DE BEQUE, COLORADO  
REGARDING SNOW PLOWING ASSISTANCE

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into as of January 27, 2026 (“Effective Date”) by and between Mesa County, Colorado, a Colorado county and political subdivision of the State of Colorado (“County”), and the Town of De Beque, Colorado, a Colorado statutory municipality (“Town”). The County and Town may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and §§ 29-1-201 through 29-1-203, C.R.S., authorize political subdivisions—including counties and municipalities—to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Town has requested, and the County is willing to provide, limited snow-plowing assistance within Town limits, primarily to ensure safe travel on a designated school bus route and, as resources allow, assist Town staff on selected Town streets as needed following storm events.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to define the terms and conditions by which the County will provide limited snow-plowing assistance within the Town.
2. **Scope of Services.** Subject to County road priorities and operational feasibility, the County shall:
  - a. Plow the designated school bus route, at least an hour before the bus is to travel said route; and
  - b. During storm events, after County roads are sufficiently addressed, assist Town staff to plow certain Town streets, as conditions and County resources permit.
3. **No Guarantee of Service.** The Parties acknowledge that the County’s primary obligation is to County roads, and assistance to the Town is secondary and contingent on available resources.
4. **Term.** This Agreement begins on the Effective Date and continues until terminated as provided by the terms of this Agreement.
5. **Termination.** Either Party may terminate for its convenience upon delivery of a 30 days’ written notice delivered to the non-terminating Party. Either Party may terminate this contract for any material breach of the terms of this Agreement after delivery of a 7

days' written notice to the breaching Party. The breaching Party may cure the breach within 7 days of the receipt of the written notice, at which time, this Agreement shall not terminate.

6. **Effect of Termination.** Upon termination, the Town shall pay the County for all services rendered to the Town through the effective date of termination. The County shall provide a written invoice to the Town within 30 days of termination. The Town shall have 15 days to object to any amounts listed in the invoice. Any objection to the amounts listed in the invoice must be provided in writing to the County. The County has 15 days from the receipt of the written objection to address any objections raised by the Town. If the Town does not object to any portion of the invoice within 15 days after receipt, the Town forfeits the ability to object to the invoice and must pay all amounts owed under the invoice to the County within 30 days of receipt of the written invoice. If the County receives an objection to any amounts listed in the invoice, but fails to address the objections within 15 days of receipt of the objection, the County forfeits the right to pursue those amounts objected to, and the Town only owes the amount that was not contested in the objection..
7. **Coordination.** County and Town operational staff will communicate directly regarding the timing and specific location of plowing needs.
8. **Standards of Performance.** County will perform services consistent with generally accepted public works practices, subject always to weather, safety, personnel availability, and County road priorities.
9. **School Bus Route Priority.** County will use reasonable efforts to plow the Town's designated school bus route one hour before the bus is scheduled to travel said route, the morning after or during a snow event.
10. **Storm Plowing Operations.** During storm events and after County roads have been plowed to an adequate level to allow for the County to divert plowing resources, as determined by the County, the County may plow selected Town streets to the extent allowed by available resources. The identity of the specific streets and the extent of County resources to be expended in plowing the Town streets will be at the discretion of the County and with coordination with the Town. This IGA does not require the County to plow all Town streets and does not require the County to plow the full width of any street that is plowed.
11. **Cost of Equipment and Personnel.** The County shall charge the Town for the County's use of each County plow truck that is deployed to the Town for snow plowing operations at a rate of \$120.00 per hour per truck deployed. The County shall charge the Town for each County employee that is deployed to the Town for snow plowing operations at a rate of \$26.42 per hour per employee deployed. If the Town requests, and the County can fulfill, additional County equipment or personnel to perform the operations contemplated by this Agreement, the Parties shall agree on rates in writing and in advance of their deployment.

12. **Invoicing.** The County shall maintain records for all services performed under this Agreement and record of all equipment used. The County shall invoice the Town by the last day of the month during any month where services were performed. The invoice shall include dates of service, billed hours for equipment and labor, and the total charged amount due to County. The invoice shall be sent, in writing, to the Town by on or before the first business day of the month immediately following the month in which any services were rendered.
13. **Payment Terms.** Town shall pay all undisputed amounts within 30 days. Any amount disputed shall be communicated, in writing, with the County within 15 days after the County issues the invoice. Any objection to the amounts listed in the invoice must be provided in writing to the County. The County has 15 days from the receipt of the written objection to address any objections raised by the Town. If the Town does not object to any portion of the invoice within 15 days after receipt, the Town forfeits the ability to object to the invoice and must pay all amounts owed under the invoice to the County within 30 days of receipt of the written invoice. If the County receives an objection to any amounts listed in the invoice, but fails to address the objections within 15 days of receipt of the objection, the County forfeits the right to pursue those amounts objected to, and the Town only owes the amount that was not contested in the objection.
14. **Suspension of Services.** The County may suspend or delay services due to emergency conditions, equipment issues, staffing shortages, or conflicting priorities. The County must notify the Town of any service suspension as soon as possible once the County is aware of any suspension.
15. **Town Responsibilities.** Town shall:
  - a. provide to County a map or an adequate description of any school bus route subject to this Agreement, attached hereto as Attachment A;
  - b. assist with traffic control if requested by County;
  - c. identify snow storage locations;
  - d. remove vehicles or other obstructions that impede plowing operations.
16. **Appropriations/TABOR.** All obligations are subject to annual appropriations by each Party. Nothing herein shall be construed to create a multiple-fiscal-year obligation in violation of Article X, § 20 of the Colorado Constitution.
17. **Governmental Immunity.** Each Party retains all immunities, defenses, and limitations of liability under the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S.
18. **Responsibility for Employees.** Each Party is responsible for the acts and omissions of its own officers, employees, and agents.
19. **Insurance.** Each Party shall maintain insurance or self-insurance appropriate for public entities performing the activities herein.

20. **No Third-Party Beneficiaries.** The Parties are independent entities. No third-party beneficiaries are intended or created by this Agreement.
21. **Records.** Each Party shall maintain relevant records for at least three years, and the Town may request review of County billing records with reasonable notice.
22. **Notices.** All written notices required under this Agreement shall be considered delivered on the date postmarked, or the date emailed. Formal notices shall be delivered to:

**For Mesa County:**

Mesa County Attorney  
544 Rood Ave., 2nd Floor Annex  
Grand Junction, CO 81501  
Email: todd.starr@mesacounty.us (copy only)

**For the Town of De Beque:**

Care McInnis  
381 Minter Avenue, P O Box 60  
De Beque CO 81630  
cmcinnis@debeque  
Attn: Town Manager

23. **Assignment.** No party shall assign any terms or obligations under this Agreement with the written consent of the other Party. Any subcontracting for the services of the County shall require the written consent of the Town.
24. **Dispute Resolution/Venue.** The Parties shall attempt to resolve any conflicts with the performance of this Agreement with good-faith discussions prior to any formal legal action. Colorado law governs the interpretation of this Agreement. Venue for any legal action shall exclusively lie in Colorado's 21<sup>st</sup> Judicial District Court, Mesa County, Colorado.
25. **General Provisions.**
- a. If any part, term, or provision of this IGA is held to be invalid or unenforceable by a court or other authority with like jurisdiction to adjudicate the rights and duties of the parties, the remainder of this IGA shall be unaffected and enforceable.
  - b. This Agreement constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Agreement. This Agreement may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Agreement.
  - c. This Agreement may be signed in counterparts. Each counterpart shall become part of the final Agreement and shall have the same force and effect thereof. A

copy of any signature on a signature page shall be as valid and binding as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**MESA COUNTY, COLORADO**

By: \_\_\_\_\_

Name:

Title:

Date:

**TOWN OF DE BEQUE, COLORADO**

By: 

Name: Shanelle Hansen

Title: Mayor

Date: January 27, 2026

Attachment A