

**MCA 2011-067**

**Resolution MCFML-2011-4**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE MESA COUNTY FEDERAL  
MINERAL LEASE DISTRICT AND THE MESA COUNTY FINANCE DEPARTMENT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 24<sup>th</sup> day of August, 2011 by and between the Mesa County Federal Mineral Lease District, through its Board of Directors, (the "District") and the Mesa County Finance Department, a department of the Mesa County Government (the "County"); collectively the "Parties".

WHEREAS, pursuant to C.R.S. 29-1-201, *et seq.*, and the Colorado Constitution, article XIV, §18(2)(a) and (2)(b), governmental entities are permitted and encouraged to cooperate and contract with each other in order to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the District and the County are local governmental entities as defined at C.R.S. 29-1-102 that are authorized to cooperate through intergovernmental agreements; and

WHEREAS, the County has significant staff expertise which will benefit the recently created District, which currently has no staff of its own; and

WHEREAS, the District will benefit from having the County assist with administrative, budget, financial and accounting services; and

WHEREAS, the Parties agree there is a need to work together to ensure that the District succeeds and is able to effectively function.

NOW THEREFORE, the Parties agree as follows:

1. The County Finance Department shall assist the District by providing administrative, budget, financial, bookkeeping and accounting services to the District.
2. The County Finance Department is hereby authorized and shall handle the District's funds and establish accounts into which these funds are deposited until such time as the District instructs that the funds be withdrawn.
3. The County Finance Department shall prepare a proposed budget for the District Board's consideration, and once approved, shall submit a copy of said budget to the state.
4. Liability. Each Party, to the extent permitted by law, shall each be responsible and liable for their own acts, omissions, and negligence; provided, however, that nothing in this IGA shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each Party as against the other Party and others. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the Parties and

their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. 24-10-101, *et seq.*), and under any other law.

5. Third Party Beneficiaries. This IGA is made for the sole and exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party and no third party shall have a right of action hereunder for any cause whatsoever.

6. Contingencies and Appropriations. This IGA and obligations of the Parties hereunder are expressly contingent upon the respective governmental entity budgeting and appropriating in accordance with statutory requirements, of any funds needed to fulfill the Parties obligations hereunder.

This IGA does not constitute a multiple fiscal year debt or financial obligation of the participating Parties pursuant to Section 20(4)(b) of Article X of the Constitution of Colorado, based upon each Party's ability to terminate this IGA as set forth in this paragraph. Each Party herein acknowledges that it has made no promise to continue to budget and appropriate funds beyond each fiscal year of this IGA, and the Parties shall have no obligation to appropriate funding for future year fiscal obligations under this IGA. In the event that any of the Parties do not appropriate funding for the next fiscal year of this IGA, the Party may terminate this IGA.

7. Withdrawal by Participating Party: Any participating Party may withdraw its participation in this IGA by providing sixty (60) days written notice to the other Party.

8. Execution: This IGA may be executed in separate parts, each of which together shall be one and the same instrument.

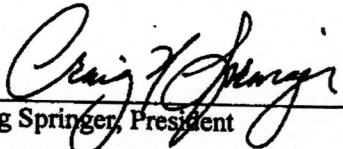
9. Term: The term of this agreement shall be for one year, after which time the costs of providing the above-described services shall be evaluated and reviewed by the Parties and this agreement shall be renegotiated.

IN WITNESS WHEREOF, the Parties hereto have agreed to and signed this IGA effective as of the date first written above, and by their signatures attest they have the authority to enter into this IGA and be bound by the terms herein.

MESA COUNTY FINANCE DEPARTMENT


MESA COUNTY FML DISTRICT

  
Marcia Arnhold, Director

  
Craig Springer, President

Ratified this 29<sup>th</sup> day of August, 2011, by:

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

  
Janet Rowland, Chair