

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated as of October ____, 2021, is between the Colorado Department of Labor and Employment, Division of Vocational Rehabilitation (the “CDLE”) and Routt County, Colorado (“County”) acting by and through its Board of County Commissioners (“Board”).

Recitals

A. County is the owner of property located at 2300 County Shop Road, Steamboat Springs, Colorado on which is located the Routt County District 3 Road and Bridge Shop (the “District 3 Road Shop”).

B. The Steamboat Springs office of CDLE, Vocational Rehabilitation wishes to park a State-issued vehicle at the District 3 Road Shop and County is willing to allow the CDLE to park at the District 3 Road Shop.

C. County and CDLE intend by this MOU to set forth the terms and conditions under which County will allow the CDLE to park a State-issued vehicle at the District 3 Road Shop.

Terms and Conditions

1. Permitted Use. CDLE shall be allowed to park a State-owned vehicle in the parking lot of the District 3 Road Shop in a designated location. The CDLE shall ensure that the vehicle has a license plate attached which identifies it as a State-owned vehicle and/or a sticker on the windshield identifying it as the CDLE vehicle allowed to be parked pursuant to this MOU. The CDLE shall also be allowed to park a personal vehicle in the location designated for the CDLE Vehicle when the State-issued vehicle is in use.

2. Access. The CDLE shall at all times during the term of this MOU have such access as necessary to and from the District 3 Road Shop for the purpose of parking or picking up the CDLE Vehicle.

2. Damage and Insurance. The CDLE shall be responsible for any and all damage to the CDLE Vehicle and any personal vehicle parked at the District 3 Road Shop not caused by the negligent act or willful misconduct of the County or its employees. Upon request, the CDLE shall provide County with proof of insurance for the CDLE Vehicle and any personal vehicle that will be parked at the District 3 Road Shop.

3. Term. The initial term of this MOU shall be through December 31, 2021. The term shall automatically renew for additional one year terms unless terminated by either party on 30 days’ notice.

4. Reserved.

5. Attorney's Fees. In the event that either party to this MOU brings suit to enforce, interpret or rescind this MOU, each party shall be responsible for its own attorney fees and other costs incurred in connection with such legal action.

6. Venue and Jurisdiction. This MOU shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules.

7. Entire Agreement. This MOU is the entire agreement between the parties concerning parking the CDLE Vehicle at the District 3 Road Shop. This MOU may be amended only by a written document approved and executed by both the CDLE and the County.

ROUTT COUNTY, COLORADO

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

Date: _____

Attest:

Kim Bonner
Routt County Clerk

STATE OF COLORADO
Jared S. Polis, Governor
The Department of Labor and Employment
Joe Barela, Executive Director

By: _____
Kristen Corash
Director, Division of Vocational Rehabilitation

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

In accordance with CRS 24-30-202 requires that the State this agreement is not valid until and signed and dated below by the State Controller or an authorized delegate

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
Robert Jaros, State Controller

By: _____
Paulina Delora, Controller

Date: _____