

RESOLUTION NO. 4

Series 2020

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INTERCOUNTY COMMUTER TRANSIT SERVICES FOR PARK COUNTY

WHEREAS, Summit County Government ("Summit County"), pursuant to § 30-11-101(f) C.R.S., and other legal authority, operates a mass transportation system known as the Summit Stage ("Summit Stage"), which provides Fixed Route Transit throughout Summit County; and

WHEREAS, Summit County and the Town of Breckenridge ("Town") are each authorized to make the most efficient and effective use of their powers and responsibilities by coordinating and contracting with each other pursuant to Section 18(2)(a) and (b) of Article XIV and Section XI of the Colorado Constitution and §29-1-201, C.R.S.; and

WHEREAS, Summit County and the Town wish to engage the Summit Stage to provide intercountry, commuter transit service between Park and Summit Counties; and

WHEREAS, Summit County and the Town will each provide local contributions to assist with this operation; and

WHEREAS, a proposed "Intergovernmental Agreement For Intercountry Commuter Transit Services For Park County" between Summit County and the Town has been prepared, a copy of which is marked **Exhibit "A"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Town Council has reviewed the proposed intergovernmental agreement, and finds and determines that it would be in the best interest of the Town to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The "Intergovernmental Agreement For Intercountry Commuter Transit Services For Park County" between the Town and Summit County (**Exhibit "A"** hereto) is approved, and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 11th day of February, 2020.

TOWN OF BRECKENRIDGE

By: 
Eric S. Mamula, Mayor

ATTEST:


Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

 2/11/20
Town Attorney Date

Summit County Government -Town of Breckenridge
Intergovernmental Agreement for Provision of Inter-County Commuter Bus
Transit Services for Park County

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTERCOUNTY COMMUTER TRANSIT SERVICES FOR PARK COUNTY (the "IGA") is made and entered into effective as of April 21, 2019, by and between the Summit County Government ("Summit County") and the Town of Breckenridge ("Breckenridge"). Summit County and Breckenridge are hereinafter referred to collectively as the "Parties".

WHEREAS, Summit County, pursuant to § 30-11-101(f) C.R.S. and other legal authority, operates a mass transportation system known as the Summit Stage ("Summit Stage"), which provides Fixed Route Transit throughout Summit County; and

WHEREAS, the Parties are each authorized to make the most efficient and effective use of their powers and responsibilities by coordinating and contracting with each other pursuant to Section 18(2)(a) and (b) of Article XIV and Section XI of the Colorado Constitution and §29-1-201, C.R.S.; and

WHEREAS, Breckenridge wishes to engage the Summit Stage to provide intercountry, commuter transit service between Park and Summit Counties; and

WHEREAS, Breckenridge will provide an annual local contribution to assist with this operation, all as more fully set forth in this IGA.

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

I. Purpose; Term and Termination:

- a. The purpose of this IGA shall be to set forth the Parties' agreement regarding the scope of responsibilities and duties related to the Summit Stage's provision of intercountry commuter transit services between Park and Summit Counties.
- b. The term of this IGA shall extend from April 21, 2019 to April 23, 2022 (the "Term").
- c. Either Party may, for any reason, terminate their obligations under this IGA upon one hundred eighty (180) days' prior written notice to the other Party.
- d. Further, as required by Article X, Section 20 of the Colorado Constitution, any obligation of a Party not performed in the current fiscal year shall be subject to annual appropriation of funds by the Party's governing body. Should sufficient funds not be appropriated for a Party's performance in future fiscal years this IGA shall terminate and be of no further force or effect.

II. Summit County Responsibilities:

- a. Summit County agrees to provide day to day management and operate intercountry commuter transit services according a mutually agreed upon schedule which may be modified by mutual agreement of the Parties.
- b. Summit County agrees to bear the fully allocated cost of services of operating the intercountry commuter transit services within Summit County, which amount is estimated to be \$155.44 per round trip.
- c. Summit County agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators.

- d. Summit County will assist Breckenridge with operating grant applications and National Transit Database reporting.

III. Breckenridge Responsibilities:

- a. During the Term Breckenridge agrees to provide its local share contribution of up to \$50,000 per fiscal year to Summit County to help offset all eligible expenses incurred in the Park County portion of the service.

IV. Service Costs:

- a. The 2019 incremental cost for Summit Stage operating service in the Park County segment is \$65.42 per round trip. This amount shall be adjusted 3% annually to reflect wage and operating cost inflation.
- b. Rolling stock depreciation costs will be set at \$1.00 per mile for the Term.
- c. The Summit Stage will charge a \$2.00 base fare to offset expenses related to the operation of these services.
- d. Summit County shall establish a Summit/Park Transit Fund. All fare revenue, local contributions and grant revenue generated pursuant to this IGA, together with the revenue received by Summit County from that separate IGA between Summit County, Park County, and the Towns of Alma and Fairplay, shall be deposited in such fund. Summit County and Breckenridge agree that the state of the fund shall be evaluated and reported out to Breckenridge on a quarterly basis, and any necessary changes to the service shall be based on fund balance, ridership and community demand for service.
- e. Any surplus funds shall be held as Summit/Park Transit Fund fund balance for use in improving infrastructure, facilities and/or service that directly support Summit Stage operations contemplated hereunder.

V. General Provisions

- a. Governmental Immunity: Notwithstanding any other provision of this IGA to the contrary, no term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of any parties, their departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended. The Parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.
- b. Neither Party may assign its rights or obligations under this Agreement without the prior, written consent of the other Party.
- c. This agreement shall be governed by the laws of the State of Colorado.
- d. No third parties are intended to be beneficiaries of this Agreement.
- e. This Agreement is intended to be fully integrated.
- f. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. The Parties do not agree to indemnify, hold harmless, exonerate or assume the defense of the other Party or any other person or entity whatsoever, for any purpose whatsoever.
- g. This IGA may only be modified or amended upon written agreement of the Parties.

Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3 – 101 to -121.



By: Thomas C. Davidson, Chair

TOWN OF BRECKENRIDGE, COLORADO



By: Eric Mamula, Mayor