

RESOLUTION NO. 27

SERIES 2020

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF FRISCO CONCERNING NORDIC CENTERS

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, the Town of Breckenridge ("**Breckenridge**") and the Town of Frisco ("**Frisco**") are both home rule municipal corporations organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, Breckenridge owns and operates the "Gold Run Nordic Center," and Frisco owns and operates the "Frisco Nordic Center"; and

WHEREAS, Breckenridge and Frisco periodically review and agree upon the prices of the various types of ski passes sold by their respective Nordic Centers; and

WHEREAS, Breckenridge and Frisco have agreed upon various matters related to the sale of passes and the operation of their respective Nordic Centers, all as more fully set forth in a proposed Intergovernmental Agreement, a copy of which is marked **Exhibit "A"**, attached hereto, and incorporated herein by reference; and

WHEREAS, it is the intent and purpose of the proposed Intergovernmental Agreement to establish a framework for Breckenridge and Frisco to provide information and details regarding the logistics and operations of their joint Nordic efforts; and

WHEREAS, Breckenridge and Frisco believe that their cooperative management of specific Nordic operations will benefit their respective residents and the many visitors who use their Nordic Center facilities each year; 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, as follows:

Section 1. The proposed Intergovernmental Agreement between the Town and the Town of Frisco ("**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 10th day of November, 2020.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: 
Eric S. Mamula, Mayor

ATTEST:



Helen Cospolich, CMC,
Town Clerk

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4 INTERGOVERNMENTAL AGREEMENT
5 (Nordic Season Passes and Operations)
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7 This Intergovernmental Agreement ("Agreement") is dated November 10th
8 2020 ("Effective Date") and is between the TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation ("Breckenridge") and the TOWN OF FRISCO, a Colorado municipal
10 corporation ("Frisco"). Breckenridge and Frisco are sometimes referred to individually as a
11 "Party", or together as the "Parties."
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13 Background
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15 Breckenridge and Frisco are both home rule municipal corporations organized and
16 existing under Article XX of the Colorado Constitution. Breckenridge owns and operates the
17 "Gold Run Nordic Center," and Frisco owns and operates the "Frisco Nordic Center."
18 Breckenridge and Frisco periodically review and agree upon the prices of the various types of ski
19 passes sold by their respective Nordic Center, and they do so in coordination with Breckenridge
20 Nordic Center. Although the Breckenridge Nordic Center is not a party to this Agreement,
21 Breckenridge and Frisco have agreed upon various matters related to the sale of passes and the
22 operation of their respective Nordic Center, all as more fully set forth in this Agreement.
23

24 Agreement
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26 For and in consideration of the mutual promises and covenants contained herein, the Parties
27 agree as follows:
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29 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
30 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.

31 2. Intent.

32 2.1 It is the intent and purpose of this Agreement to establish a framework for
33 Breckenridge and Frisco to provide information and details regarding the logistics and operations
34 of joint Nordic efforts. The Parties believe that their cooperative management of specific Nordic
35 operations will benefit their respective residents and the many visitors who use Nordic Center
36 facilities each year.

37 2.2 The Breckenridge Nordic Center, owned and operated by Breckenridge Nordic
38 Center, L.L.C., a Colorado limited liability company, is not a party to this Agreement, nor is it a
39 third party beneficiary of this Agreement. However, Breckenridge, Frisco, and the Breckenridge
40 Nordic Center have worked together for many years, and Breckenridge and Frisco believe that it
41 would be in their interests to continue to work with Breckenridge Nordic Center. The provisions
42 of this Agreement that refer to the "Breckenridge Nordic Center" are included anticipating that a
43 companion agreement with Breckenridge Nordic Center, L.L.C., a Colorado limited liability
44 company, can be reached.

1 22. No Adverse Construction. Both Parties acknowledge having had the opportunity
2 to participate in the drafting of this Agreement. This Agreement is not to be construed against
3 either Party based upon authorship.

4 23. "Day" Defined. The term "day" in this Agreement means a calendar day, unless
5 otherwise indicated.


6 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the
7 Parties and their respective successor governing boards.

8 25. Approval By Governing Boards or Other Authority. In accordance with Section
9 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been
10 approved by the governing bodies of both Breckenridge and Frisco, or by such persons as has
11 the power to approve this Agreement on behalf of Breckenridge and Frisco.

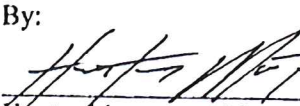
12 TOWN OF BRECKENRIDGE, a Colorado
13 municipal corporation

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18 By: 
19 Eric S. Mamula, Mayor


20 ATTEST:

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25 Helen Cospolich, CMC,
26 Town Clerk

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28 TOWN OF FRISCO, a Colorado
29 municipal corporation

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31 By: 
32 Hunter Mortensen, Mayor

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34 ATTEST:

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39 Deborah Wohlmuth, CMC
40 Town Clerk

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44 800-119\Nordic IGA (10-11-20)