

**SUMMIT COUNTY GOVERNMENT/PARK COUNTY GOVERNMENT/TOWNS OF FAIRPLAY,  
ALMA, AND 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 this \_\_\_\_ day of June, 2019, by and between the Summit County Government (“Summit County”), Park County Government (“Park County”), Town of Fairplay (“Fairplay”); Town of Alma (“Alma”); and Town of Breckenridge (“Breckenridge”). The aforementioned entities 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 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, the Parties wish to engage the Summit Stage to begin intercountry, commuter transit service between Park and Summit Counties; and

WHEREAS, the Parties will provide local contributions to assist with this operation; and

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 intercounty 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. Any Party may, for any reason, terminate their obligations under this IGA upon one hundred eighty (180) days’ prior written notice to all Parties.
- 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 agreement 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 intercounty 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 intercounty 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 Parties with operating grant applications and National Transit Database reporting.

**III. Park County, Alma, Breckenridge and Fairplay Responsibilities:**

- a. Park County, Alma and Breckenridge agree to provide local share contributions in the following amounts to Summit County to offset all eligible expenses incurred in the Park County portion of the service: Town of Breckenridge \$50,000; Park County \$45,000; Town of Alma \$5,000.
- b. Subject to annual appropriation, Park County, Breckenridge and Alma shall contribute to operations. If any funding partner terminates their obligations hereunder, the remaining Parties shall convene to discuss what changes to service might be necessary to address funding shortfalls.
- c. The Town of Fairplay agrees to provide a facility for base of operations, including secured and covered bus parking, electricity, heat, snowplowing and general maintenance of the facility.
- d. Park County will apply for Rural Area Formula Program (“5311”) operating grant to supplement operations funding. Local funds from Park County, Alma and Breckenridge will be used to provide the required local match for any 5311 grants.

**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 maintain segregated accounts for Summit/Park Transit revenues. All fare revenue, local contributions and grant revenue generated pursuant to this IGA shall be deposited into a segregated general ledger account. Parties agree that the state of the operational revenue and expenditures shall be evaluated and reported out to the Parties on a quarterly basis, and any necessary changes to the service shall be based on that reporting, and community demand for service.
- e. Any surplus funds shall be held as Summit/Park Transit Reserve. This reserve balance shall be used for improving infrastructure, facilities and/or service that directly affect 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. The provisions of this Agreement shall only become effective upon execution of the Agreement by all parties.
- c. No party may assign its rights or obligations under this Agreement without the prior, written consent of the other parties.
- d. This agreement shall be governed by the laws of the State of Colorado.
- e. No third parties are intended to be beneficiaries of this Agreement.
- f. This Agreement is intended to be fully integrated.
- g. Indemnification: 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 any other Party or any other person or entity whatsoever, for any purpose whatsoever.

- h. The Parties and their officers, attorneys and employees are relying on, and not waive or intend to waive by an provision of this IGA, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et. seq.* C.R.S, as amended, or otherwise available to the Parties and their officers, attorneys or employees.
- i. This IGA may only be modified or amended upon written agreement of the Parties.
- j. Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by 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 one 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.

**BOARD OF COUNTY COMMISSIONERS  
SUMMIT COUNTY, COLORADO**

\_\_\_\_\_  
By: Thomas C. Davidson, Chair

**BOARD OF COUNTY COMMISSIONERS  
PARK COUNTY, COLORADO**

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By: Richard Elsner, Chair

**TOWN OF BRECKENRIDGE, COLORADO**

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By: Eric Mamula, Mayor

**TOWN OF FAIRPLAY, COLORADO**

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By: Frank Just, Mayor

**TOWN OF ALMA, COLORADO**

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By: Saam Golgoon, Mayor