

**INTERGOVERNMENTAL AGREEMENT**  
**REGARDING COLLECTION, TRANSPORTATION AND DISPOSAL**  
**OF SOLID WASTE IN SUMMIT COUNTY, COLORADO**

This Intergovernmental Agreement Regarding Collection, Transportation and Disposal of Solid Waste in Summit County, Colorado ("IGA"), is hereby made and entered into this 14 day of February, 2017, by and between the Towns of Breckenridge, Dillon, and Frisco (the "Towns") and Summit County Government (the "County") regarding the regulation of solid waste hauling and disposal in Summit County, Colorado. The Towns and County shall hereafter be referred to together as the "Parties," or individually as a "Party."

**RECITALS**

**WHEREAS**, the collection, transportation and disposal of solid waste, rubbish, recyclable materials and other discarded materials is a matter of general public importance and concern.

**WHEREAS**, the State of Colorado has by statute expressly endorsed "local efforts . . . focused toward the reduction of the volume . . . of the waste stream . . . through source reduction, recycling, composting, and similar waste management strategies," and also recognizes that "improper disposal of solid wastes poses significant public health risks and environmental hazards" (Section 30-20-100.5, C.R.S.).

**WHEREAS**, pursuant to § 31-15-401, C.R.S.; § 30-20-107, C.R.S.; §31-15-103, C.R.S.; Article XX, § 6 of the Colorado Constitution and other applicable authority, each of the Parties has the legal authority to adopt ordinances or resolutions regulating solid waste disposal, including the performance of solid waste hauling services in their respective jurisdictions.

**WHEREAS**, the Parties believe that the cooperative regulation of solid waste disposal and licensing of solid waste haulers will provide an efficient and effective means of implementing and enforcing solid waste management policies.

**WHEREAS**, the Summit County Resource Allocation Park, ("SCRAP") is the only permitted solid waste disposal facility located in Summit County and is operated by the County in conjunction with the County's recycling, composting and other solid waste management programs and facilities on County-owned property within the Summit County Resource Allocation Park Planned Unit Development.

**WHEREAS**, the SCRAP contains the public site where solid waste generated within Summit County was historically dumped on federal lands prior to the adoption of modern federal and state solid waste disposal laws and regulations.

**WHEREAS**, Summit County acquired the SCRAP property from the United States of America pursuant to an Act of the United States Congress, Public Law 101-631, for solid waste disposal and continued improvement in local solid waste disposal operations.

**WHEREAS**, pursuant to Public Law 101-631 and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” or “Superfund”) Summit County further entered into a covenant with the United States that indemnified the United States from various environmental liabilities associated with solid waste disposal at the SCRAP.

**WHEREAS**, Summit County has invested tens of millions of dollars of public revenues in the SCRAP improvements and operations to continually mitigate and eliminate the environmental impacts of the site from past solid waste disposal, so that the SCRAP is now a modern solid waste disposal facility that engages in a wide range of waste diversion, recycling, and environmental remediation activities.

**WHEREAS**, significant additional operations are nonetheless required at the SCRAP to ensure that the currently approved facility design is completed and the environmental risks posed by past and present waste disposal continue to be adequately remedied.

**WHEREAS**, the Parties believe that the SCRAP is an important public resource and each of the Parties desire to consider designating and approving the SCRAP as its exclusive solid waste disposal site and facility to be used for the disposal of solid wastes generated within their jurisdictions in order to facilitate the community’s solid waste management goals, protect the public health and environment, and protect all the property owners and citizens of Summit County from potential future environmental liabilities.

**WHEREAS**, the SCRAP operations are funded by the revenue it generates through the collection of discarded solid waste materials and such revenue funds Summit County’s integrated and comprehensive solid waste management program, including compliance with state and federal environmental regulations.

**WHEREAS**, the transport of discarded solid waste collected in Summit County to disposal facilities located outside of Summit County has substantially reduced SCRAP revenue and therefore will detrimentally affect the SCRAP operations, including the funding of a variety of solid waste management programs in Summit County such as recycling operations and compliance with ongoing environmental goals and policies.

**WHEREAS**, the Parties desire to cooperate in the development and implementation of solid waste management regulations regarding solid waste hauling and disposal in Summit County in an effort to further the solid waste goals of the Parties, and to protect the SCRAP’s ability to continue its current waste management programs and operations in a consistent manner that is reasonable, necessary and in the best interests of public health, safety and welfare.

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended, and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units.

**NOW, THEREFORE**, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, the Parties agree as follows:

A. Purpose. The purpose of this IGA is to memorialize the Parties' agreement to cooperate in the development and implementation of a licensing and regulatory program applicable to the provision of solid waste hauling and disposal in Summit County and the Towns.

B. Definitions. The term "Solid Waste" shall mean all putrescible and non-putrescible solid wastes discarded from any source including Recyclable Materials. The term "Solid Waste" shall exclude liquid wastes, sewage, sewage sludge, septic tank or cesspool pumpings; sand, asphalt, concrete, gravel, rock, dirt or other segregated construction materials to be used or reused in any construction project; timber, wood chips or vegetative matter hauled from the property where it is cut; agricultural wastes, solid or dissolved materials in irrigation return flows; industrial discharges which are point sources subject to permits under the provisions of the Colorado Water Quality Control Act; materials handled at facilities licensed pursuant to the provisions on radiation control in article 11 of title 25, C.R.S.; exploration and production wastes as defined in section 34-60-103(4.5), C.R.S. except as such wastes may be deposited at a commercial solid waste facility; excluded scrap metal that is being recycled; shredded circuit boards that are being recycled; discarded or abandoned vehicles or parts thereof; residential appliances; materials used as fertilizers or for other productive purposes; household hazardous wastes; and hazardous materials as defined in the rules and regulations adopted by the Hazardous Materials Transportation Act of 1987.

The term "Solid Waste Hauler" shall mean any person or company in the business of collecting, transporting or disposing of Solid Waste for a fee or other compensation to a landfill, disposal site, transfer station or other like facility.

The term "Recyclable Materials" shall mean Solid Waste from any residential, commercial or other source that is collected separately for the purpose of such material being re-processed into new or different products or packaging materials, provided that such material has been designated by the Licensing Authority as recyclable as provided in Section 3 below.

The term "Transfer Station" shall mean a facility at which refuse, awaiting transportation to disposal site, is transferred from one type of containerized collection receptacle and placed into another or is processed for compaction. "Refuse" means all forms of solid waste, including garbage, rubbish, trash, recyclable materials, and similar material.

The Summit County Resource Allocation Park (SCRAP) shall mean the solid waste disposal site and facility owned and operated by Summit County located at 639 Landfill Road, Dillon, CO 80435.

Unless otherwise defined herein or as may be in conflict with the terms and intent of this IGA, all terms shall have the same meaning as provided in Section 30-20-101 et seq., C.R.S.

C. Development of a Solid Waste Hauler Licensing Program. The Parties shall work cooperatively to develop a Solid Waste Hauler licensing program to be administered by the County and its authorized designees, which applies to all Solid Waste Haulers doing business in the unincorporated part of Summit County and in the Towns.

D. Development of Solid Waste Disposal Regulations. The Parties shall work cooperatively to develop Solid Waste disposal regulations, including a requirement that Solid Waste generated in their respective jurisdictions be deposited at the Summit County Resource Allocation Park, with such exceptions as are provided in the regulations.

E. Adoption of Ordinances or Resolutions. The Parties shall each consider the adoption of such ordinances or resolutions as may be necessary to implement the intent and provisions of this IGA.

F. General Provisions.

1. Entire Agreement. This IGA constitutes the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

2. Modifications. No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is approved by each of the Parties in writing.

3. Severability. All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.

4. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits arising from the performance of this IGA shall be deemed to be an incidental beneficiary only.

5. Applicable Law; Governing Law; Venue. The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action concerning this IGA or the matters provided for herein shall be proper solely in the Summit County District Court.

6. Governmental Immunity. No Party hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

7. Appropriation of Funds.

a. Notwithstanding anything herein to the contrary, the obligations of each individual Party under this IGA shall be, where appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Party, as required hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall continue as to the other Parties, unless otherwise agreed by the other Parties.

b. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

8. Obligations. Except as otherwise stated herein, each Party is required to carry out and perform all the obligations of a Party under this IGA independently of the actions of any and all other Parties. No Party shall be responsible or liable for the failure of any other Party to perform its obligations herein.

9. Indemnification by the County. The County will indemnify and defend the Towns, their officers, employees, insurers, and self-insurance pools, against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any manner connected with the adoption of the regulations or ordinances contemplated by this IGA and the County's administration and enforcement of the same, or arising out of or in any manner connected with this IGA, except to the extent such liability, claim or demand arises through the negligent or wrongful act or omission of the Town, its officers, employees, or agents, or the Towns' breach of this IGA. To the extent indemnification is required under this IGA, the County agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The County's indemnity obligation under this Section shall survive the termination of this IGA, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

10. Waiver. The failure of any Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

11. Attorney's Fees. If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.

12. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.

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

14. Approval by Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this IGA will not become effective unless and until it has been approved by the governing bodies of each of the Towns and the County, or by such persons as has the power to approve this IGA on behalf of each of the Towns and the County.

15. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto, through their authorized representative, have executed this Intergovernmental Agreement Regarding the Collection, Transportation and Disposal of Solid Waste in Summit County, Colorado effective on the date first written above.

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

**TOWN OF BRECKENRIDGE,  
COLORADO**

  
By: Scott Vargo, County Manager  
By: Rick G. Holman, Town Manager

**TOWN OF DILLON, COLORADO**

**TOWN OF FRISCO, COLORADO**

  
By: Tom Breslin, Town Manager  
By: Randy Ready, Town Manager

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**TOWN OF DILLON, COLORADO**

**TOWN OF FRISCO, COLORADO**

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By: Tom Breslin, Town Manager

  
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By: Gary Wilkinson, Mayor