

**SUMMIT COUNTY GOVERNMENT/PARK COUNTY GOVERNMENT TOWNS OF FAIRPLAY, ALMA,
AND BRECKENRIDGE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF INTER-COUNTY
COMMUTER BUS TRANSIT SERVICES FOR THE PARK COUNTY COMMUTER ROUTE**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTERCOUNTY COMMUTER TRANSIT SERVICES FOR THE PARK COUNTY COMMUTER ROUTE (the "IGA") is made this ____ day of ____, 2022, 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 inter-county, 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 the Park County Commuter transit services between Park and Summit Counties (Park County Commuter) as set forth in Exhibit A (Scope of Transit Services).
- b. The Parties agree that the Term of this IGA shall be for three (3) years commencing on the date executed unless otherwise extended by written amendment mutually agreed by the Parties (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 be terminated or amended accordingly.

II. Summit County Responsibilities:

- a. Summit County agrees to provide day to day management and operate the Park County Commuter according to a mutually agreed upon schedule as set forth in Exhibit A (Scope

of Transit Services) which, from time to time, may be modified by mutual agreement of the Parties.

- b. Summit County agrees to bear the fully allocated cost of operating the Park County Commuter, which is estimated and projected in Exhibit A (Scope of Transit Services).
- c. Summit County agrees to maintain segregated accounts for revenue associated with the Park County Commuter. All local contributions and grant revenue generated pursuant to this IGA shall be deposited into a segregated general ledger account.
- d. Any surplus funds shall be held by Summit County. This reserve balance shall be used for improving infrastructure, facilities and/or service that directly affects the transit operations contemplated hereunder.
- e. Summit County agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators.
- f. 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 to Summit County to offset operating expenses incurred by the Park County Commuter as set forth in Exhibit A (Scope of Transit Services).
- b. Subject to annual appropriation, Park County, Breckenridge and Alma shall contribute to the Park County Commuter. If any Party amends or terminates their obligations hereunder, the remaining Parties shall convene to discuss changes to service and amend the IGA as needed to continue the Park County Commuter.
- 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 federal and state transit funding to supplement the operating costs of the Park County Commuter. If necessary, local funds from Park County, Alma and Breckenridge will be used to provide the required local match for any grants that are awarded.

IV. Reporting:

- a. Parties agree that the state of the operational revenue and expenditures shall be evaluated and reported out to the Parties on an annual basis, and any necessary changes to the service shall be based on that reporting, and community demand for service.

V. General Provisions:

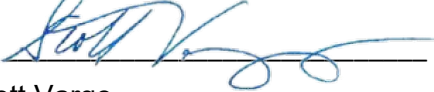
- a. Governmental Immunity: Notwithstanding any other provision of this IGA to the contrary, no term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity 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 do not waive or intend to waive by any 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 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 OF SUMMIT COUNTY

Signature: 

Name: Scott Vargo

Title: County Manager

BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY

Signature: _____

Name: _____

Title: _____

TOWN OF BRECKENRIDGE

Signature: _____

Name: _____

Title: _____

TOWN OF FAIRPLAY

Signature: _____

Name: _____

Title: _____

TOWN OF ALMA


Signature: _____

Name: _____

Title: _____

EXHIBIT A (Scope of Transit Services)


Description of Park County Commuter Transit Services



EXACT FARE REQUIRED
EXACTA TARIFFA REQUERIDA

Two morning and three afternoon trips extend into Park County. The Park County segment is a "fare required" zone. The "fare required" zone is indicated by times printed in RED. All trips within Summit County are fare-free.

Please refer to www.summitstage.com for fare and available discounts



BLUE RIVER COMMUTER PARK CNTY COMMUTER

FAIRPLAY-ALMA-BLUE RIVER-BRECKENRIDGE TIMETABLE

Stop ID #	184	185	186	119	121	122	187	124	99	100	14
AM	6:43	6:45	6:54	7:11	7:11	7:12	7:13	7:14	7:18	7:20	7:22
	7:43	7:45	7:54	8:11	8:11	8:12	8:13	8:14	8:18	8:20	8:22
PM	12:43	12:45	12:54	1:11	1:11	1:12	1:13	1:14	1:18	1:20	1:22
	-	-	-	6:00	6:00	6:01	6:02	6:03	6:07	6:09	6:11
	-	-	-	8:30	8:30	8:31	8:32	8:33	8:37	8:39	8:41

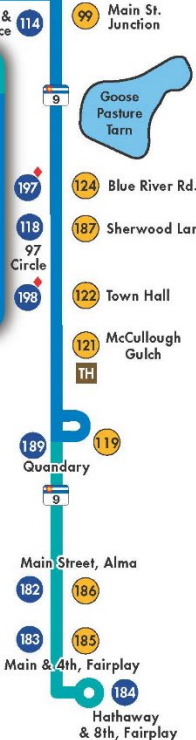
◆ These Stops Are "DROPS ONLY"

When traveling to Park County, please pay fare when boarding the bus.

BRECKENRIDGE-BLUE RIVER-ALMA-FAIRPLAY TIMETABLE

Stop ID #	14	114	118	119	189	182	183	184
PM	12:00	12:03	12:10	-	12:12	12:29	12:36	12:37
	5:15	5:18	5:25	-	5:27	5:44	5:51	5:52
	5:45	5:48	5:55	5:57	-	-	-	-
	6:15	6:18	6:25	-	6:27	6:44	6:51	6:52
	8:15	8:18	8:25	8:27	-	-	-	-

TH designates a public access trailhead.



Service Miles, Hours and Estimated Cost of Service

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Service Miles	4,972.4	4,491.2	4,972.4	4,812.0	4,972.4	4,812.0	4,972.4	4,972.4	4,812.0	4,972.4	4,812.0	4,972.4	58,546.0
Service Hours	147.8	133.5	147.8	142.4	147.3	142.4	147.1	147.1	142.4	147.1	143.0	147.8	1,735.7

Operating Cost Per Hour \$152.91

Total Annual Operating Cost \$265,405.89

Estimated Rolling Stock Depreciation Costs

	Book Value of New Bus	Estimated Trade In	Annual Depreciation (8 Years)	Adjusted For 80/20 Grant Funding
Bus #1	\$540,000	(\$2,800)	\$67,500	\$13,500
Bus #2	\$540,000	(\$2,800)	\$67,500	\$13,500
Total Annual Vehicle Costs				\$27,000

Schedule of Contributions from Each Party

Park County

Contribution	Estimated Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$45,000	\$45,000	\$45,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services

Breckenridge

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$50,000	\$0	\$50,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services

Fairplay

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
Fairplay provides facility, heat, electricity, snow plowing and maintenance	\$0	N/A	N/A	Per IGA for the Provision of Intercounty Commuter Transit Services

Alma

Contribution	Grant Funds	Invoice Amount	Annual Invoice Date	Comments
\$5,000	\$0	\$5,000	April 22nd	Per IGA for the Provision of Intercounty Commuter Transit Services