

TOWN OF BRECKENRIDGE
OPEN SPACE ADVISORY COMMISSION
Monday, May 17, 2010
150 Ski Hill Road

4:00 Site visit to River Trail corridor
(meet behind Town Hall with mountain bike; hike in poor weather.)

5:30 Call to Order, Roll Call

5:35 Discussion/approval of Minutes – April 19, 2010

5:40 Discussion/approval of Agenda

5:45 Public Comment (Non-Agenda Items)

5:50 Staff Summary

- Hidden Gems
- Summer Trail Map
- June BOSAC meeting date change
- Cucumber Gulch Summer Trail Use
- Xcel Tree Clearing Request
- Open Space Forest Health
- Bike Lane Striping and Signage

6:15 Open Space and Trails

- River Trail Project
- Master IGA
- Sustainability Action Plan

7:30 Commissioner Issues

7:35 Adjourn

For further information, please contact the Open Space and Trails Program at 547.3110 (Heide) or 547.3155 (Scott).

Memorandum

To: Breckenridge Open Space Advisory Commission
From: Heide Andersen, Open Space and Trails Planner III
Mark Truckey, Asst. Director of Community Development
Scott Reid, Open Space and Trails Planner II
Re: May 17, 2010 meeting

Staff Summary**Hidden Gems**

The Hidden Gems wilderness proposal has been submitted by the Hidden Gems Wilderness Campaign to Congressman Jared Polis' office. Rep. Polis has scheduled several community forums to seek public input. Staff plans to attend the closest forum (Friday, 6/4 at CMC Breckenridge between 12:00-1:30 pm) and reiterate the Town's support for companion designations around proposed wilderness areas and permitted access for chainsaw crews for fire mitigation purposes. Staff will keep BOSAC informed of any progress regarding this proposal.

Summer Trail Map

The Summit County and Breckenridge Hiking and Biking Trail map is in press and will be available by Memorial Day. The map will retail for \$9.95 and will be available at the Breckenridge Welcome Center, area bicycle and outdoor stores, and other retailers. An electronic version of the map will also be available on the Town and Summit County websites, and through the BRC.

June BOSAC meeting date change

As approved by BOSAC at its April meeting, BOSAC's June meeting will be held on June 14th at 5:30 in the Administrative Conference Room in Town Hall to accommodate the Sustainability Plan public forum on June 21st. Staff is also proposing a site visit prior to the June 14th meeting to evaluate Cucumber Gulch trails.

Cucumber Gulch Summer Trail Use

On April 21st, Town Council evaluated and approved a one year summer operation of the BreckConnect gondola between July 1st and Labor Day (9/6), 2010. This approval was accompanied by the multiple conditions outlined by BOSAC at its April meeting. Staff will keep BOSAC informed regarding the various conditions previously outlined, and will also provide Cucumber Gulch trail visitor counts as the summer field season progresses.

Xcel Tree Clearing Request

Since the April BOSAC meeting, staff has had the opportunity to meet with Xcel representatives regarding their proposal to clear 400 feet along the high voltage transmission lines through Summit County. Following the meeting, staff solicited

guidance from the U.S. Forest Service regarding the necessary clearing width to protect the power lines. As the project is meant to address hazard tree removal rather than fire protection, Summit County and Town staff are communicating to Xcel that we feel their existing 150' (75' in each direction from the center of the power line) right of way is sufficient space to conduct clearing and mastication. We will entertain any proposals for greater clearings in areas where there are steep slopes or power line structures on a site-specific basis.

Open Space Forest Health

The grant application for conducting fire mitigation activities on Town, jointly owned, and Summit County open space properties was approved by the Colorado State Forest Service. The Town will be treating 56 acres on 8 open space properties (including one jointly owned property- Barney Ford Woods- which accounts for 20 of these acres). Summit County will be treating some acreage behind the County Commons and approximately 32 acres of the Blue Danube parcel near the Farmer's Corner area. A pre-bid contractors meeting has occurred and proposals are due on May 14th for the Town properties.

Bike Lane Striping and Signage

At its 5/11 meeting, Town Council directed staff to complete the bike lane striping and sign plan (attached) in 2010, with the goal of improving bicyclist wayfinding throughout town. This item was discussed, but not approved, by BOSAC at its 2/15 meeting. Council also directed staff to use open space funds to cover the additional \$10,000 needed to complete this plan.

Open Space and Trails

River Trail Project

The River Trail, located on the western bank of the Blue River between Valley Brook and Coyne Valley Roads, is scheduled to undergo several upgrades early in the 2010 field season. The changes include widening the trail tread from 18 to 24 inches, improving drainage and drainage crossings, constructing retaining walls, completing the trail northward with crusher fines to Coyne Valley Road, and formalizing and improving the existing social trail on east bank of Blue River in coordination with the CDOT Highway 9 project. These improvements are in the 2010 work plan and meet objectives outlined in both the Town Trails Plan and the Blue River Corridor Master Plan, including: providing sustainable trail connections emanating from the town core, developing more beginner singletrack, offering more early-season trail opportunities, and improving the Blue River riparian corridor.

Staff requests BOSAC consider additional trail improvements to the Blue River corridor for future field seasons. Please refer to the attached map for site descriptions and proposals. The two proposed improvements pertain to bridges. The existing River Trail bridge does not meet town standards for width or strength. Staff recommends BOSAC consider replacing that bridge (and reusing the materials elsewhere) with a wider, stronger structure to accommodate current and future trail needs. A bridge replacement

could cost between \$45,000 and \$60,000 for a Continental™ bridge (e.g. behind Town Hall) with abutments.

Another bridge was clearly envisioned in the Blue River Corridor Master Plan (please see attached). The goal would be to cross the Blue River (in a new Army Corps-directed alignment) to connect the CMC with the Blue River Recpath and the Coyne Valley/ CO Highway 9 junction. Although this large bridge project is inevitably several years out, staff seeks to inform BOSAC regarding potential future connections and expenditures.

Staff requests that BOSAC answer the following questions:

- 1. Staff will evaluate the potential replacement to the existing River Trail bridge. Does BOSAC have any feedback regarding this project?*
- 2. Does BOSAC have any preliminary thoughts regarding a proposed large bridge to cross the Blue River as described in the Blue River Corridor Master Plan?*

Open Space Master IGA

Attached please find a draft Master Intergovernmental Agreement between the Town and Summit County related to the funding and management of joint open space parcels. This IGA separates the joint purchases into two categories: jointly owned open space parcels and jointly funded open space parcels. Any parcels that are purchased in a 50/50 split between the Town and County will be jointly owned. Any others will be considered jointly funded and will be owned and managed by the entity that funded over 50% of the purchase. The IGA addresses options in the event that any jointly funded parcels are sold or included in a Forest Service land exchange. The document also provides direction regarding the management of jointly acquired open space and the implementation of open space management plans.

Staff is still in the process of finalizing this document with County staff. Although this IGA will go to the Town Council and the BOCC for approval, staff requests that BOSAC provide any input regarding the general concepts encompassed in the document.

Sustainability Action Plan

Over the past year, a Sustainability Task Force (comprised of Town Council members) has been meeting on a regular basis to discuss issues related to the long-term sustainability of the Town (e.g., our carbon footprint, transportation, housing, wildlife). The Task Force and Council will be releasing their recommendations on sustainability to the public at a series of meetings this summer. Some of these issues are directly related to open space, such as wildlife. Staff will provide an overview of the Sustainability Action Plan (i.e., “Sustainable Breck”) at the meeting.

Roll Call

Dennis Kuhn called the April 19, 2010 BOSAC meeting to order at 5:37 pm. Other BOSAC members present included Jen McAtamney, Scott Yule, Monique Merrill, Devon O'Neil, Erin Hunter, and Jeff Cospolich. Staff members present were Heide Andersen, Scott Reid, Mark Truckey, Peter Grosshuesch, Tim Gagen and Bree Schacht. Greg Ruckman, Jack Rueppel, Kevin Ahern, Gary Shimanowitz, Christy Carello, Barbara Galloway, Lori Kennedy, Dale Wilks, and Janet Cox, John Quigley, Gene Dayton and Matt Dayton were also present.

Approval of Minutes

The minutes were approved as presented.

Approval of Agenda

The agenda was approved with one change. Gondola hours will be discussed on Wednesday April 21 at 11:00 am in Council Chambers and are not the purview of BOSAC.

Public Comments

There were no public comments.

Open Space and Trails

Cucumber Gulch Summer Trail Use

Ms. Andersen provided an overview of the issue of management of recreational use in Cucumber Gulch during summer months. Three new lodges will be operational this summer, and potentially the BreckConnect gondola will operate during summer 2010. The Cucumber Gulch Preserve is a highly valued open space area with a sensitive fen wetland within it. The goal is to balance the recreational use while preserving the ecological integrity of the area. Existing research provides a good baseline for any future changes in recreational activity and impacts.

Mr. Kuhn: The goal is to discuss recreational impacts, not gondola hour operations. That discussion will occur on 4/21 at 11:00 am. If the hiking operation is permitted, I suggest that we cut down on the number of tours from the proposed one hike per day, four days a week.

Mr. Wilks: We plan to limit the groups to eight people total on tours (including guide). We plan operate the hikes starting in Mid-June at approximately 1 pm. We are amenable to changing the route, etc. and are open to suggestions from BOSAC. Cucumber provides interesting tours. Costs will be \$14 for adults and \$9 for children for the Cucumber Gulch afternoon.

Ms. Kennedy: Our main goal is to educate the guests in Leave No Trace and other topics, while also entertaining them.

Mr. Kuhn: In the sake of full disclosure, Scott Yule and I are both employees of the ski resort.

Ms. Hunter: My office also represents the resort.

Mr. Truckey: The approach should be to divulge that info to the rest of the group. If the remainder of the commission is comfortable with you participating in this discussion, then you can remain involved in the discussion.

BOSAC unanimously agreed to allow Denis, Scott and Erin to be involved in this discussion.

Ms. Merrill: Have you all limited the number of hikes you plan to lead?

Ms. Kennedy: Our first proposal was fairly vague, so we limited the number of hikes to four days a week with one hike and seven guests and one guide (M, T, F, S). Those days have been shown to be the most popular at other places. Plus Thursday is when the Heritage Alliance and the Recreation Center offer their hikes.

Ms. Andersen: One possibility would be to start and end the hikes at Shock Hill to preclude access to the most sensitive portion of the Gulch.

Mr. Wilks: We could also start and end the hikes at the Nordic Center.

Ms. Merrill: One or two days per week in the Gulch seems like the appropriate amount.

Mr. O'Neil: Scott Cline also brought up the direct competition issue with Town run tours. Also this is on Town land, which makes me concerned. We have three new lodges in place, which will likely impact the area. Perhaps try with one or two hikes per week, then monitor from there.

Mr. Rueppel: The guided tours are able to protect the resource through a guided hike. Perhaps with some cooperation, the hiking groups could assist with the monitoring needs that the Town already has. Adding people who are educated and skilled and could assist with Cucumber protection efforts.

Ms. McAtamney: I am struggling with using public open space for an entity that has access to a large land base on the ski area in direct competition with a town program. Money raised through hiking programs should go to protecting the Cucumber Gulch Preserve. I think we should answer the other questions in the packet before addressing the hiking proposal.

Mr. Wilks: The money generated from the tours will go directly to paying the guides. We could also place more use on Sawmill and fewer hikes in the Gulch.

Mr. Kuhn: I think we should find a way to partner with the ski area to establish a new trail that would connect the Peak 7 base with the Peak 8 base, then up through Timber Trail and down Four O'clock Trail. That trail would help alleviate some of the use in the Gulch.

Mr. Shimanowitz: We are committed to building that trail this summer with Jack Rueppel's crew.

Mr. Rueppel: The goal is to have bikes on the gondola, but only those that have a bike park pass for the mountain. So, we plan to only allow bikes that have a bike haul pass for the upper mountain. These folks would use the Colorado Lift once they get to the Peak 8 base.

Ms. Merrill: I'm concerned that people will still head into the Gulch.

Mr. Rueppel: You can't really see the summer trails from the Gondola. Also, the Peaks Connect trail is not that obvious when you go to that area. The Peaks Trail is much more obvious and so I think people will not be lead to that trail. Also, I think we should discourage the concierges from spreading the word about the Peaks Connect. I think most people will head up the Peaks Trail instead of down the Peaks Connect. The gondola could also download for free with bikes. That would help reduce some of the use in the Gulch. I think signage at the Peaks Trail could also help direct people the appropriate way down, and not through the Gulch. We should be encouraging people to head downhill the more sustainable way. The busses are also a large transportation component- 140,000 people last year. Also, people like to walk uphill first (up the ski area) then downhill on the way home, so I don't think that the new bed base will have that large of an impact on recreational use in the Gulch.

Mr. Cospolich: Would you allow people to get off at Crystal Peaks Lodge?

Mr. Rueppel: We haven't really discussed that, but it is a challenge to get from the mid station to the Peaks Connect, and the Peaks Trail will be more conspicuous and obvious for a recreational user. I think the only people heading to the Gulch will seek it out because it is not that easy to get there by mistake.

Ms. Carello: I think the Peaks Connect Trail is more obvious because it is closer to the road. The Peaks Trail is less obvious because it is hard to climb up that short hill to get to the actual trail.

Mr. Cospolich: I think the lift pass restrictions make sense and are a good limit on the number of bikes that will go into the Gulch. I am fine with the hiking proposal. Some of the fees should help with Town costs. We need to reserve the right to alter the location or timing or number of hikes.

Ms. Merrill: I would like to see one hike in the Gulch and one on Sawmill. Conditions could be numerous, but I would like to think about that more. I agree with Jeff that we need to reserve the right to change the permit based on trail issues.

Mr. Yule: I like managing people, so I am in favor of organized tours. I would like to preserve as much solitude and silence as possible, because that was identified as a high value through the VERP study. I think we should require the hiking groups to be quiet. I would also like to one or two tours per week in Cucumber would be my preference. We also need to improve and change the signage at the Peaks Trailhead and the Peaks Connect access to encourage more use on the Peaks Trail and less in the Gulch.

Mr. O'Neil: I'm all right bringing people into these public lands. One hike in the Gulch, maybe two and two on Sawmill seems reasonable to me. This is Town land that also supports a Town program. During the weeks that the Town operates their tours, we should direct the BSR tours to Sawmill. It's better to have an educated person in there guiding than a free for all. I am also supportive of the Town receiving some of the proceeds from the tours to help offset trail maintenance costs. The wedge parcel is wet, so trail conditions should also be considered. If it is mucky, these tours should not run.

Ms McAtamney: One per week in Cucumber is the most I would like to see. I also like the idea of targeting the most sustainable routes. Sawmill three days per week would be fine. A partnership is ideal. Volunteer trail work could help with some of my concerns. I like educated users, so that is why I am supportive of the tours. Work with the concierges to encourage people to use other trails.

Mr. Cospolich: More education on the gondola towers would be helpful. I am still concerned that people will drop into the Gulch from the new structures at Peak 7 and 8.

Mr. Kuhn: Two hikes on Sawmill and two in Cucumber seems reasonable to me. An additional trail from the Peaks Trail to the Peak 7 and 8 and Timber Trail is really important. More info to Peaks Trail users (busses, gondola, etc.) would help as well. The ski area should craft the correct message with Town staff so that a consistent message is delivered to the users. A trail from the Peaks Trailhead across the base of Peak 7 and Peak 8 through Timber Trail and to Four O'Clock is critical. Perhaps people dismount at the base of Peak 8.

Mr. Rueppel: The Friends of Breckenridge Trails program is hosting two weed pulls in Cucumber Gulch this summer. Hopefully, ski area folks will participate.

Mr. Quigley: I live year round in Shock Hill and the biggest problem we have is people getting lost. Having a guide would ensure folks don't get lost and will also learn about the area.

BOSAC agreed to allow BSR to operate the hiking tours twice a week in Cucumber and two times a week on the Sawmill Trail. Dr. Christy Carello will also help train the hiking guides. BOSAC requested an update on the tours mid-summer.

Mr. Kuhn: What about question number two?

Mr. O'Neil: I think the lift pass requirement will help, but I am concerned that packaging the lift passes with lodging will drive more downhill traffic into the Gulch. I'm worried about people "yo-yo-ing" the gondola.

Mr. Rueppel: We could limit the number of times the gondola could be used on the lift pass.

Mr. Yule: The signage and entry point to the Peaks Trail and Peaks Connect need to be improved. Seasonal closures are also necessary.

Ms. Hunter: I am strongly supportive of a trail that goes around the Gulch- across the bases of Peaks 7 and 8 and Timber Trail, then down to Four O'clock. We might need to restrict use in the area in the future. This summer is a test run. Limiting people from "yo-yo-ing" is key. We need to post trails closed seasonally.

Ms. Merrill: I agree with Ms. Hunter. This is a great opportunity to partner with the ski area to educate people on best uses of the area. Encouraging use and descent away from the Gulch is

important. I want to see follow through, though. Let's make sure we are doing everything we can to preserve the Gulch.

Mr. Rueppel. We could not show the Peaks Connect Trail on the ski area map. That would help drive use away from the Gulch.

Mr. Cospolich: I think the ski lift pass restriction is a good first step. The only real issue is the Peaks Connect, as the rest of the trails in the Gulch are very durable. Cross referencing the level of use on the trails with the lodge occupancy will help reveal the impact of the lodges.

Ms. McAtamney: I agree with Ms. Hunter and Mr. Yule.

Mr. Kuhn: I agree. This partnership is very important. The biggest fear is that we don't know what will happen in terms of use this summer. This summer is a test.

Ms. McAtamney: I think monitoring this summer is very important. Given how special Cucumber is, we need to think about more controls on access and education in the Gulch. Perhaps only people who have taken a class can enter the Gulch. I am concerned that we are loving the area to death. This may require extreme measures.

Ms. Hunter: We are in a balancing act. We should encourage people to use other trails in other areas in lieu of the Gulch.

Mr. Kuhn: The concierge issue remains. Can the ski area get with the hospitality groups to encourage access to the Gulch only via the guided hikes?

Mr. Wilks: That is our plan.

Mr. Yule: I would like to see more information on the idea of Cucumber being a "wildlife cul-de-sac" as stated by the ski area's consultant. Can we get more detail on the wildlife that exists in 2010? Do the moose raise their offspring in the Gulch? I am looking for more information on the cumulative impacts of the development around the Gulch.

Ms. Hunter: We should monitor the counters more often.

BOSAC agreed to continue the monitoring program as is.

Mr. Gene Dayton: I would like to see us encourage people to use the gondola for transportation, so folks in Shock Hill or Peak 7 can use it to ferry their bikes and not use cars. If it is going to run in the summer, we should encourage people to use it to the maximum. We've been grooming the gulch for 31 years and only saw moose starting five years ago. The moose are now overgrazing the area. I am concerned about decisions being made with inadequate information. We want to mitigate any impacts we caused and do not want to lose the Meadow loop, since we have lost so much terrain over the years. I'm glad you are monitoring the area. Limiting the number of people on tours will just result in more uneducated people in the Gulch. They'll just go on their own. I would hope the number of tours increase with demand through the years.

Mr. Quigley: We have a lot of folks getting lost in the Gulch. There is not one map in the Gulch. I like the idea of guided tours. We want to be an equal partner. Work with us on this issue. You could make the Peaks Connect trail a black diamond to dissuade users on it. We want to ensure long term access to this area. Putting a fence around the Gulch is not a good option. We want people to have a good experience in this area.

Ms. Carello: I don't see Cucumber Gulch as a cul-de-sac. There are wildlife corridors that are very important, including the Theobald property and the Wedge parcel. The monitoring has shown that the moose use the area for reproduction and calving. We see calves during May and all summer long. We have many neo-tropical migratory songbirds that are fledging there. The area is still very valuable, and is still suitable as Boreal Toad habitat.

Summer Trail Map Review

Mr. Reid outlined the current draft of the trail map.

Ms. Merrill: Are we keeping the Recpath inset map on there?

Mr. Reid: Summit County wants us to retain that map. We could potentially try to develop a more conceptual map with arrows pointing to destinations.

Ms. Hunter: Is there language about seasonal closures? (Yes, in the existing text.) I think we should simplify the recpath map to make it more legible.

Mr. Cospolich: I think we should put the gondola alignment on there.

Ms. Merrill: I think this is a great first attempt and the map is pretty comprehensive.

Mr. Kuhn: I think it is better than anything I predicted on our first attempt.

Mr. Cospolich: Do we plan to revise and reprint the map next year? (Possibly, depending on the degree of necessary changes.) Also, I don't like the wetland symbology.

Ms. McAtamney: I think you should remove the photo associated with the one loop.

Ms. Merrill: How many do we plan to print? (10,000 for a first print run)

Mr. Reid: We plan to have this printed by Memorial Day. With a press check two weeks away, we wanted BOSAC input.

Ms. McAtamney: This is my first time seeing this and I think it looks really good. I would strongly recommend you pay Erin to go to the press check. That is important.

Xcel Tree Clearing Request

Ms. Andersen outlined the background for the Xcel tree clearing request.

Ms. McAtamney: I suggest you ask Red White and Blue Fire District what they really need to effectively fight a fire along the power lines. Go with 200 feet or so, then double check with RWB.

BOSAC agreed to target 200 feet as a width, then double check with RWB Fire District to ensure this amount is sufficient for fighting fires.

Upper Blue Nordic Task Force Discussion

Ms. Andersen updated BOSAC on the status of the UB Nordic Task Force work. The committee has made great progress and will likely have a draft by the June BOSAC meeting.

Elect BOSAC Officers

BOSAC reelected Dennis Kuhn as the Chair and Jeff Cospolich as the Vice Chair for the next year.

Commissioner Issues

Ms. Merrill: I want to see Vail Resorts/ Breckenridge Ski Area be a good partner on the Cucumber Gulch stuff. We will see more traffic up there this summer and the ski area could be a great partner. We need accountability and follow through.

Mr. Kuhn: I'd like to see a list of points of agreement between BOSAC and the ski area to be given to Jen for her discussion at the Council level on Wednesday. Perhaps we should also establish the Friends of the Cucumber Gulch Preserve to help oversee the protection of the Gulch, or help fold folks like John Quigley from Shock Hill to be a more active partner in protecting the Gulch.

Mr. Yule: We should get Shock Hill and other homeowner associations to come together for the good of the Gulch. This was spelled out in the SAIC report. Let's experiment with the hiking tours, but we should also present to their HOA meetings. BOSAC members could be a part of the presentations to the HOA groups.

Mr. O'Neil: Should we have the ski area clean up the water discharge before they are allowed to guide hikes in the Gulch? (Staff is working on this issue.)

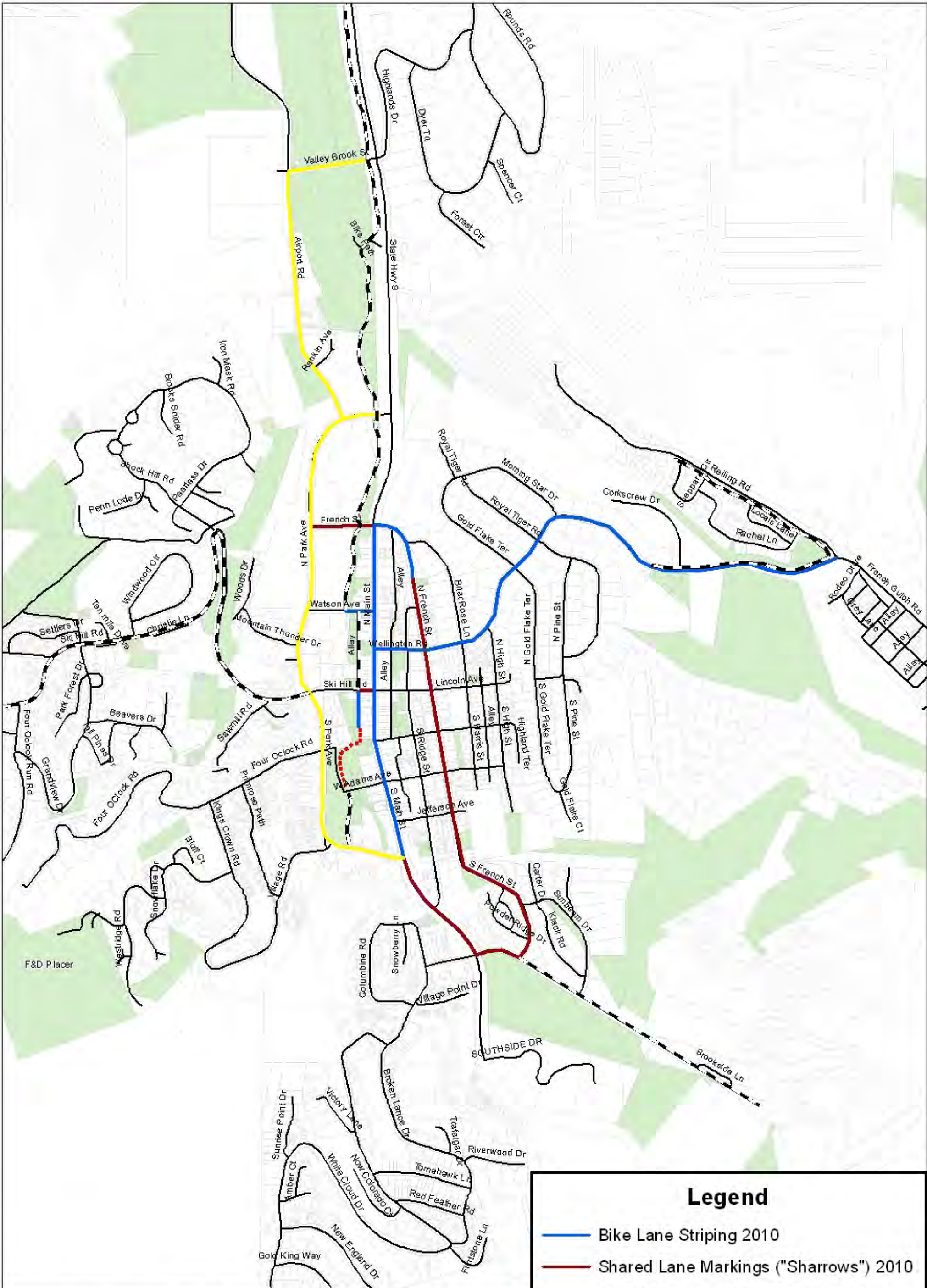
Mr. Kuhn: Are people really getting lost in the Gulch? I am concerned about knee-jerk reactions regarding the Gulch. We should continue to monitor the Gulch and the trails in that area and leave all of our options on the table.

Next Meeting

The next regularly scheduled BOSAC meeting is on May 17, 2010 at 5:30 pm in the Administrative Conference Room in the Breckenridge Town Hall (150 Ski Hill Road). BOSAC also agreed to change its June meeting to June 14th to accommodate the Sustainability Plan meeting on June 21st.

Ms. McAtamney motioned to adjourn the meeting and Mr. Cospolich seconded. The meeting was adjourned at 8:47 p.m.

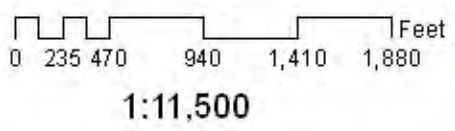
Dennis Kuhn, Chair



Draft Bike Striping Map

12/18/09

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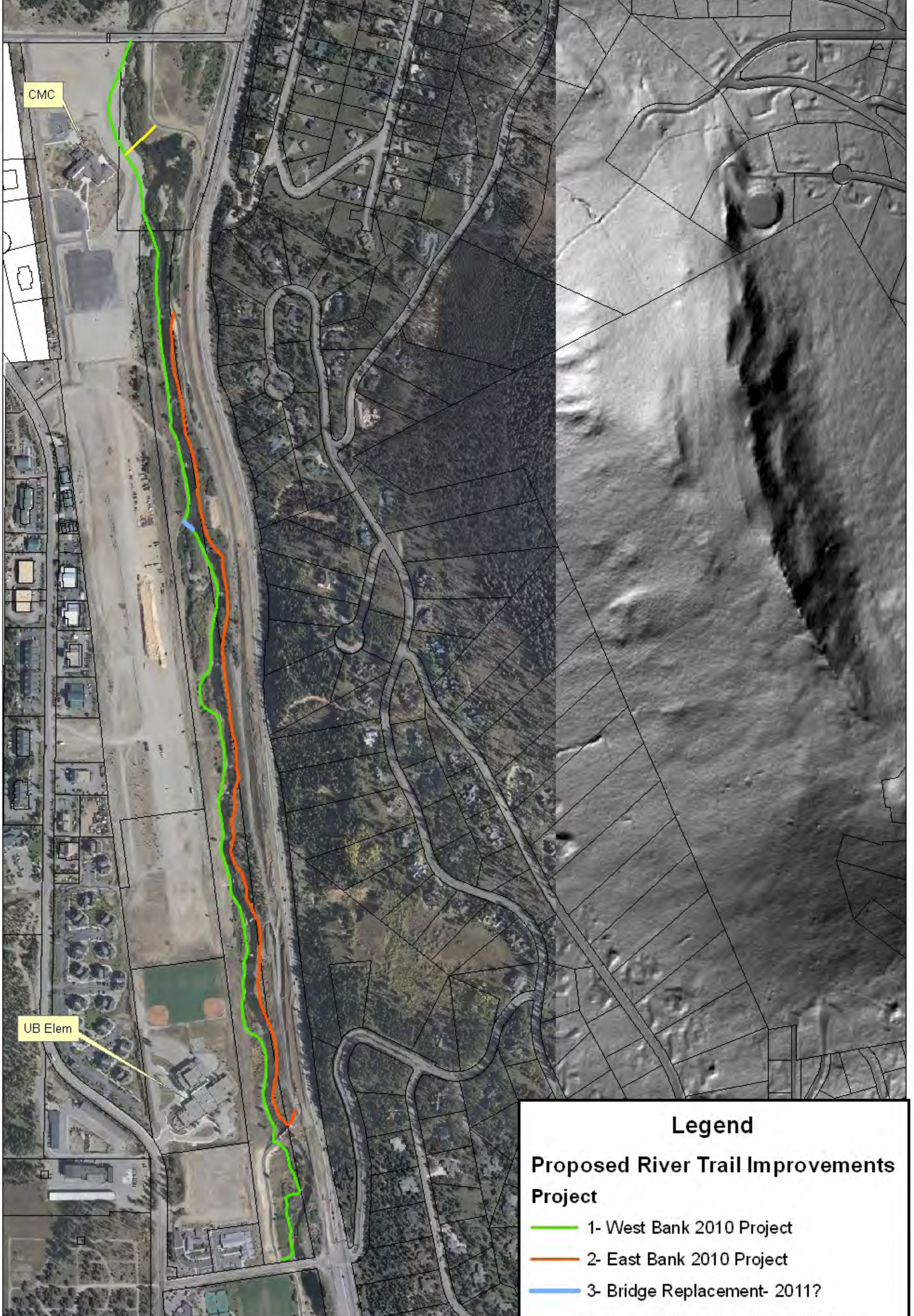


Legend

- Bike Lane Striping 2010
- Shared Lane Markings ("Sharrows") 2010
- - - - - Bike Route dismount marking 2010
- Existing Town Paved Pathways
- Existing Designated Bike Routes
- Town Streets
- Public Open Space




River Trail Proposed Improvements

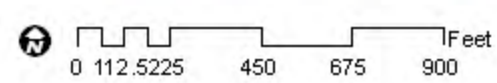


Legend

Proposed River Trail Improvements Project

- 1- West Bank 2010 Project
- 2- East Bank 2010 Project
- 3- Bridge Replacement- 2011?
- 4- Large Bridge Installation- 2012?


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River Corridor Master Plan

The Master Plan demonstrates existing conditions and proposed improvements to the corridor.



PLAN CONTINUES ON ADJACENT PAGE

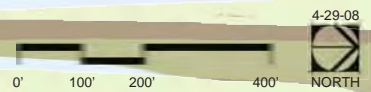
RIVER CORRIDOR MASTER PLAN TOWN OF BRECKENRIDGE BLUE RIVER CORRIDOR



4-29-08
NORTH



RIVER CORRIDOR MASTER PLAN
 TOWN OF BRECKENRIDGE
 BLUE RIVER CORRIDOR



4-29-08

1 *DRAFT May 12, 2010 DRAFT*

2
3 INTERGOVERNMENTAL AGREEMENT
4 (Jointly Owned and Jointly Funded Open Space Parcels)
5

6 This Intergovernmental Agreement ("*Agreement*") is dated _____,
7 2010 ("*Effective Date*") and is between the TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation ("*Town*") and SUMMIT COUNTY, COLORADO, acting by and through
9 the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
10 ("*County*"). The Town and the County are sometimes referred to individually as a "*Party*", or
11 together as the "*Parties*."
12

13 WHEREAS, the Town is a home rule municipal corporation organized and existing under
14 Article XX of the Colorado Constitution; and
15

16 WHEREAS, the County is a quasi-municipal corporation organized and existing under
17 the laws of the State of Colorado; and
18

19 WHEREAS, the Town has established a program of acquiring, maintaining, protecting,
20 managing, and preserving public open space lands in and around the Town; and
21

22 WHEREAS, the County has established a program of acquiring, maintaining, protecting,
23 managing, and preserving public open space lands in the County; and
24

25 WHEREAS, the Town and the County each have voter-approved revenue sources
26 dedicated to the acquisition, maintenance, protection, management, and preservation of public
27 open space; and
28

29 WHEREAS, the Town and the County believe that there are numerous public benefits to
30 be realized from the acquisition and proper management and use of public open space; and
31

32 WHEREAS, prior to the date of this Agreement the Town and the County have jointly
33 acquired numerous open space parcels, and have jointly funded the acquisition of other open
34 space parcels titled solely in the name of either the Town or the County; and
35

36 WHEREAS, the Town and the County intend to continue jointly acquiring and jointly
37 funding additional open space parcels in the future; and
38

39 WHEREAS, the Town and the County desire to establish certain rules and procedures
40 that will govern their joint acquisition and joint funding of open space parcels in the future, as
41 well as those parcels of open space that have been jointly acquired and jointly funded prior to the
42 date of this Agreement.
43

INTERGOVERNMENTAL AGREEMENT

1 NOW, THEREFORE, for and in consideration of the mutual promises and covenants
2 contained herein, and intending to be legally bound, the Parties agree as follows:

3
4 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
5 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29,
6 C.R.S.

7 2. Definitions. As used in this Agreement, the following terms have the following
8 meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended throughout the Term of this Agreement.

Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.

Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.

Defaulting Party: A Party alleged to be in default under this Agreement.

Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.

Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.

Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels described in Section 7 of this Agreement, as amended or replaced from time to time throughout the Term of this Agreement.

INTERGOVERNMENTAL AGREEMENT

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

Open Space Parcel: A collective term including all Jointly Acquired Open Space Parcels, and those Jointly Funded Open Space Parcels described in the Open Space Management Plan, unless the context clearly indicates otherwise.

Term: Both the initial term and all renewal terms of this Agreement as described in Section 3.

Will or Will Not: Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

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3. Term.

3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2010 .

3.2 On January 1, 2011, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the County gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2010, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 12. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Applicability.

4.1 This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. **Exhibit “A”** is a list of properties the Parties have identified as Jointly Funded Open Space Parcels existing as of the Effective Date of this Agreement, and **Exhibit “B”** is a list of Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined that either Exhibit “A” or Exhibit “B” is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open

INTERGOVERNMENTAL AGREEMENT

1 Space Parcels and all Jointly Acquired Open Space Parcels existing as of the
2 Effective Date of this Agreement. The failure to include a particular parcel of
3 land in either Exhibit "A" or Exhibit "B" is not a waiver of either Party's rights (if
4 any) with respect to such parcel.

5 4.2 By separate agreement entered into subsequent to this Agreement the Parties may
6 exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open
7 Space Parcel from the provisions of this Agreement, or modify this Agreement
8 with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open
9 Space Parcel.

10 4.3 This Agreement does not apply to any real property owned by either Party that is
11 neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space
12 Parcel.

13 5. Jointly Funded Open Space. The following provisions apply to the acquisition and
14 possible disposition of a Jointly Funded Open Space Parcel.

15 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will
16 agree upon:

- 17 (a) the Party who will take title to the Jointly Funded Open Space Parcel;
- 18 (b) the amount of money that will be contributed by the Contributing Party
19 toward the acquisition of the Jointly Funded Open Space Parcel;
- 20 (c) the date by which the money will be paid by the Contributing Party to the
21 Acquiring Party; and
- 22 (d) other matters deemed to be relevant to the acquisition of the Jointly
23 Funded Open Space Parcel.

24 5.2 The Acquiring Party will prepare all contract documents related to the acquisition
25 of the Jointly Funded Open Space Parcel.

26 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a
27 Jointly Funded Open Space Parcel.

28 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of
29 the Acquiring Party, and any title insurance policy for the Jointly Funded Open
30 Space Parcel will be issued solely to the Acquiring Party.

31 5.5 In exchange for the financial contribution made by the Contributing Party, the
32 Acquiring Party agrees to limit the future use of the Jointly Funded Open Space
33 Parcel to those uses agreed to by the Parties in the Open Space Management Plan.
34 If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly
35 Funded Open Space Parcel, and to the extent the Open Space Management Plan

INTERGOVERNMENTAL AGREEMENT

1 does not specify a permitted use, the Acquiring Party agrees that such parcel may
2 only be used for public open space and recreational purposes, including, but not
3 limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental
4 reclamation/remediation, and fishing access. The uses enumerated in the
5 preceding sentence also include related work which may or may not require
6 disturbance of the surface of the property or construction of any structure on the
7 Property such as the construction or repair of parking areas, trailhead areas and,
8 paved bicycle paths, and soft surface trails.

9 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a
10 use or uses other than those described in Subsection 5.5, such action will
11 constitute a default under this Agreement. The provisions of this Subsection 5.6,
12 and not the default provisions of Section 11 of this Agreement, will apply in such
13 circumstance. If the default is not cured within 30 days after written notice of the
14 default is given by the Contributing Party to the Acquiring Party, or if such
15 default cannot be completely cured within such 30 day period, if the Acquiring
16 Party does not commence correcting the default within the 30 day period and
17 thereafter correct the default with due diligence and good faith, the Acquiring
18 Party will, upon demand by the Contributing Party, refund the amount paid by the
19 Contributing Party in connection with the acquisition of the Jointly Funded Open
20 Space Parcel, together with interest calculated at a rate equal to the overall
21 percentage increase (if any) in the Consumer Price Index for All Urban
22 Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area
23 produced by the Bureau of Labor Statistics, or any successor index, from the
24 month of the payment by the Contributing Party to the month preceding the
25 refund of the such payment by the Acquiring Party. The amount repaid by the
26 Acquiring Party may never be less than the initial payment made by the
27 Contributing Party. The Acquiring Party will make any payment due to the
28 Contributing Party under this Section 5 within 60 days after the demand for
29 payment has been made by the Contributing Party. Upon receipt of all sums due
30 to it, the Contributing Party will execute such documentation as may reasonably
31 required by the Acquiring Party acknowledging receipt of such sums and, except
32 for indemnification obligations under Section 10, releasing all further claims
33 under this Agreement with respect to the Jointly Funded Open Space Parcel.

34 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring
35 Party to pay the Contributing Party as described in this Section 5 will continue to
36 be enforceable notwithstanding such termination.

37
38 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any
39 portion thereof, to the United States Forest Service, or any other governmental
40 entity, the provisions of Subsection 5.11 do not apply. However, in such event the
41 Acquiring Party shall repay to the Contributing Party the amount paid toward the
42 acquisition of such parcel by the Contributing Party, together with interest on
43 such payment calculated in the manner described in Subsection 5.6

INTERGOVERNMENTAL AGREEMENT

1 termination of this Agreement, and continue to be enforceable thereafter in
2 perpetuity.

3 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual
4 agreement of the Parties. The terms and conditions of any such sale shall be set
5 forth in a written contract approved by both Parties. Such contract will provide for
6 an agreed allocation of the net proceeds of the sale between the Parties.

7 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the
8 lawful authority to do so, all landowner compensation, attorneys' fees, and costs
9 awarded or agreed to in connection with such condemnation action will be
10 divided equally between the Parties, unless otherwise agreed.

11 6.7 All matters related to the use, maintenance, and management of all Jointly
12 Acquired Open Space Parcels will be determined by mutual agreement of the
13 Parties in the Open Space Management Plan described in Section 7.

14 7. Open Space Management Plan.

15 7.1 From time to time throughout the Term of this Agreement the Parties will
16 develop, approve, fund, and implement one or more Open Space Management
17 Plans for the use, maintenance, and management of:

- 18 (a) all Jointly Acquired Open Space Parcels; and
- 19 (b) those Jointly Funded Open Space Parcels that the Parties agree to include
20 in the plan.

21 The Open Space Management Plans will be approved by the governing bodies of
22 both Parties and will be the controlling agreement for the use, maintenance and
23 management of all Jointly Acquired Open Space Parcels and those Jointly Funded
24 Open Space Parcels included in the plan, unless the plan is modified by mutual
25 agreement of the Parties. If there is a conflict between the terms of the Open
26 Space Management Plans and this Agreement, the terms of this Agreement shall
27 control.

28 8. Insurance.

29 8.1 Required Insurance. Throughout the Term of this Agreement the Town and the
30 County will each procure and maintain the following minimum insurance
31 coverages:

- 32 (a) workers' compensation insurance to cover obligations imposed by
33 applicable laws for any employee of the Town or County (as applicable).
- 34 (b) general liability insurance with limits of liability not less than the limits of
35 liability established from time to time by the Act. The policy must include

INTERGOVERNMENTAL AGREEMENT

1 coverage for bodily injury, broad form property damage (including
2 complete operations), personal injury (including coverage for contractual
3 and employee's acts), blanket contractual, products, and completed
4 operations.

5 Such coverages will be procured and maintained with forms and insurers
6 reasonably acceptable to the other Party. All coverage will be continuously
7 maintained throughout the Term of this Agreement. In the case of any claims-
8 made policy, the necessary retroactive dates and extended reporting periods will
9 be procured to maintain such continuous coverage.

10
11 8.2 Deductibles. The Town and the County are each solely responsible for any
12 deductible amounts required to be paid under their own required insurance
13 policies described in Subsection 8.1.

14 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of
15 insurance evidencing that policies providing the required coverages, conditions,
16 and minimum limits are in full force and effect. Such certificates shall be
17 provided within 10 days of the Effective Date of this Agreement, and on each
18 renewal or replacement of the required insurance policies throughout the Term of
19 this Agreement. The completed insurance insurances will be sent to the Parties at
20 the addresses provided in Section 12.

21 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any
22 time during the Term of this Agreement either the Town or the County fails to
23 procure or maintain policies providing the required coverages, conditions, and
24 minimum limits set forth above, no public use of any Jointly Acquired Open
25 Space Parcel will be permitted until such time as the required insurance policies
26 have been obtained. The failure of a Party to produce a certificate of insurance
27 evidencing that policies providing the required coverages, conditions, and
28 minimum limits are in full force and effect within 10 days of a written demand by
29 the other Party shall create a presumption that the required insurance policies are
30 not in full force and effect. This Subsection 8.4 shall not be deemed to create a
31 duty by either the Town or County to patrol or enforce any closure of a Jointly
32 Acquired Open Space Parcel.

33 9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to
34 waive by any provision of this Agreement, the monetary limitations (presently \$150,000
35 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense
36 or protection otherwise available to Town and the County, and their officers,
37 representatives, agents and employees.

38 10. Mutual Indemnification.

39 10.1 Indemnification By Town. The Town will indemnify and defend the County, its
40 officers, employees, insurers, and self-insurance pool against all liability, claims,

INTERGOVERNMENTAL AGREEMENT

1 and demands, on account of injury, loss, or damage, including, without limitation,
2 claims arising from bodily injury, personal injury, sickness, disease, death,
3 property loss or damage, or any other loss of any kind whatsoever, arising out of
4 or in any manner connected with this Agreement, to the extent that such injury,
5 loss, or damage is caused by:

6 (a) the negligence or intentional wrongful act of the Town, or any officer,
7 employee, representative or agent of the Town; or

8 (b) the Town's breach of this Agreement,

9 except to the extent such liability, claim or demand arises through the negligence
10 or intentional wrongful act of the County, its officers, employees, or agents, or the
11 County's breach of this Agreement. To the extent indemnification is required
12 under this Agreement, the Town agrees to investigate, handle, respond to, and to
13 provide defense for and defend against, any such liability, claims, or demands at
14 its expense, and to bear all other costs and expenses related thereto, including
15 court costs and attorney fees.
16

17 10.2 Indemnification By County. The County will indemnify and defend the Town, its
18 officers, employees, insurers, and self-insurance pool against all liability, claims,
19 and demands, on account of injury, loss, or damage, including, without limitation,
20 claims arising from bodily injury, personal injury, sickness, disease, death,
21 property loss or damage, or any other loss of any kind whatsoever, arising out of
22 or in any manner connected with this Agreement, to the extent that such injury,
23 loss, or damage is caused by:

24 (a) the negligence or intentional wrongful act of the County, or any officer,
25 employee, representative or agent of the County; or

26 (b) the County's breach of this Agreement,

27 except to the extent such liability, claim or demand arises through the negligence
28 or intentional wrongful act of the Town, its officers, employees, or agents, or the
29 Town's breach of this Agreement. To the extent indemnification is required under
30 this Agreement, the County agrees to investigate, handle, respond to, and to
31 provide defense for and defend against, any such liability, claims, or demands at
32 its expense, and to bear all other costs and expenses related thereto, including
33 court costs and attorney fees.
34

35 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
36 other Party pursuant to this Section 10 is expressly subject to any applicable
37 limitation or provision of the Act or any other law providing similar limitations or
38 protections.

39 10.4 Indemnity For Worker's Compensation Claims.

INTERGOVERNMENTAL AGREEMENT

1 (a) The Town will indemnify and defend the County with respect to any
2 claim, damage, or loss arising out of any worker's compensation claim of
3 any employee of the Town.

4 (b) The County will indemnify and defend the Town with respect to any
5 claim, damage, or loss arising out of any worker's compensation claim of
6 any employee of the County.

7 10.5 Survival. The obligation of a Party to indemnify and defend the other Party
8 pursuant to this Section 10 will survive the termination of this Agreement, and
9 will continue to be enforceable thereafter until such obligations are fully
10 performed.

11 11. Default; Resolution Of Disputes.

12 11.1 Default. A default will exist under this Agreement if any Party violates any
13 covenant, condition or obligation required to be performed hereunder. If any
14 Party fails to cure such default within 20 business days after another Party gives
15 written notice of the default to the Defaulting Party, then, at the Non-Defaulting
16 Party's option, the Non-Defaulting Party may terminate this Agreement. In the
17 event of a default not capable of being cured within 20 business days, a
18 Defaulting Party will not be in default hereunder if it commences curing the
19 default within 20 business days after receipt of written notice of default from the
20 Non-Defaulting Party, and thereafter cures such default with due diligence and in
21 good faith. Notwithstanding any Party's right to terminate this Agreement for an
22 uncured default, this Agreement is subject to the rights of any Party to invoke the
23 remaining provisions of this Section 11.

24 11.2 Negotiation. Either Party may give the other Party written notice of any dispute
25 arising out of or related to this Agreement that is not resolved in the normal
26 course of business. The Parties will attempt in good faith to resolve any such
27 dispute promptly by negotiations between the Parties' Authorized
28 Representatives. Within 15 business days after receipt of said notice, Authorized
29 Representatives will meet at a mutually acceptable time and place, and thereafter
30 as often as they reasonably deem necessary, to exchange relevant information and
31 to attempt to resolve the dispute. If the matter has not been resolved within 60
32 business days of the notice of dispute, or if the Parties fail to initially meet within
33 15 business days, either Party to the dispute may initiate mediation of the
34 controversy as provided below.

35 11.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
36 the Parties will endeavor to settle the dispute by mediation with a neutral third
37 Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they
38 may each appoint a neutral third Party, such third Parties to appoint a neutral third
39 Party to mediate.

1 11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
2 breach, termination or validity hereof, which has not been resolved by the
3 methods set forth above within 60 business days of the initiation of mediation,
4 will be finally settled by binding arbitration conducted expeditiously in
5 accordance with the commercial arbitration rules of the American Arbitration
6 Association (or other rules as may be agreed to by the Parties) by a sole arbitrator.
7 The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
8 empowered to award damages in excess of compensatory damages.

9 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole
10 and exclusive procedures for the resolution of disputes among the Parties arising
11 out of or relating to this Agreement; provided, however, that a Party may seek a
12 preliminary injunction or other provisional judicial relief if, in its judgment, such
13 action is necessary to avoid irreparable damage or to preserve the status quo.
14 Despite such action, the Parties will continue to participate in good faith in the
15 procedures specified in this Section 11.

16 11.6 Performance To Continue. Each Party is required to continue to perform its
17 obligations under this Agreement pending final resolution of any dispute arising
18 out of or relating to this Agreement.

19 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
20 by mutual agreement.

21 11.8 Costs. Each Party will pay its own costs with respect to negotiation and
22 mediation. The prevailing Party in any arbitration or provisional judicial relief is
23 entitled to reimbursement from the other Party for all reasonable costs and
24 expenses, including attorney fees in connection with such arbitration or
25 provisional judicial relief.

26 12. Notices. All notices required or permitted under this Agreement must given by registered
27 or certified mail, return receipt requested, postage prepaid, or by hand or commercial
28 carrier delivery, or by telecopies directed as follows:

29 If intended for Town to:

30
31 Town of Breckenridge
32 P.O. Box 168
33 150 Ski Hill Road
34 Breckenridge, Colorado 80424
35 Attn: Timothy J. Gagen, Town Manager
36 Telecopier number: (970)547-3104
37 Telephone number: (970)453-2251
38

39 with a copy in each case (which will not constitute notice) to:
40

INTERGOVERNMENTAL AGREEMENT

1 Timothy H. Berry, Esq.
2 Town Attorney
3 Timothy H. Berry, P.C.
4 131 West 5th Street
5 P. O. Box 2
6 Leadville, Colorado 80461
7 Telephone number: (719)486-1889
8 Telecopier number: (719)486-3039
9

10 If intended for County, to:

11
12 Board of County Commissioners
13 P.O. Box 68
14 Breckenridge, Colorado 80424
15 Attn: Gary Martinez, County Manager
16 Telephone number: (970)453-3401
17 Telecopier number: (970)453-3535
18

19 with a copy in each case (which will not constitute notice) to:

20
21 Jeff Huntley, Esq.
22 Summit County Attorney
23 P.O. Box 68
24 Breckenridge, Colorado 80424
25 Telephone number: (970)453-3407
26 Telecopier number: (970)454-3535
27

28 Any notice delivered by mail in accordance with this Section is deemed to have been
29 duly given and received on the third business day after the same is deposited in any post
30 office or postal box regularly maintained by the United States postal service. Any notice
31 delivered by telecopier in accordance with this Section is deemed to have been duly given
32 and received upon receipt if concurrently with sending by telecopier receipt is confirmed
33 orally by telephone and a copy of said notice is sent by certified mail, return receipt
34 requested, on the same day to that intended recipient. Any notice delivered by hand or
35 commercial carrier is deemed to have been duly given and received upon actual receipt.
36 Either Party, by notice given as above, may change the address to which future notices
37 may be sent. E-mail is not a valid method for the giving of notice under this Agreement.
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39 13. Annual Appropriation.

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41 13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary,
42 the Town's obligations under this Agreement are expressly subject to an annual
43 appropriation being made by the Town Council of the Town of Breckenridge in
44 an amount sufficient to allow Town to perform its obligations under this
45 Agreement. If sufficient funds are not so appropriated, this Agreement may be

1 terminated by either Party without penalty upon notice given in the manner
2 described in Section 12. The Town’s obligations under this Agreement do not
3 constitute a general obligation indebtedness or multiple year direct or indirect
4 debt or other financial obligation whatsoever within the meaning of the
5 Constitution or laws of the State of Colorado.

6 13.2 County Appropriation. Notwithstanding anything herein contained to the contrary,
7 the County’s obligations under this Agreement are expressly subject to an annual
8 appropriation being made by the Board of County Commissioners of Summit
9 County, Colorado in an amount sufficient to allow the County to perform its
10 obligations under this Agreement. If sufficient funds are not so appropriated, this
11 Agreement may be terminated by either Party without penalty upon notice given
12 in the manner described in Section 12. The County’s obligations under this
13 Agreement do not constitute a general obligation indebtedness or multiple year
14 direct or indirect debt or other financial obligation whatsoever within the meaning
15 of the Constitution or laws of the State of Colorado.

16 14. Third Parties. This Agreement does not confer upon or grant to any third party any right
17 to claim damages or to bring suit, action, or other proceeding against either the Town or
18 the County because of any breach of this Agreement, or because of any of the terms,
19 covenants, agreements and conditions contained in this Agreement.

20 15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is
21 not a waiver of those rights. A Party waives only those rights specified in writing and
22 signed by either Party waiving its rights.

23 16. Independent Contractor. In connection with this Agreement each of the Parties acts as an
24 independent contractor (and not an agent or employee of the other Party), without the
25 right or authority to impose tort or contractual liability upon the other Party.

26 17. Applicable Law. This Agreement will be interpreted in all respects in accordance with
27 the laws of the State of Colorado.

28 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding
29 between the Parties as to the subject matter of this Agreement, and supersedes any prior
30 agreement or understanding relating thereto.

31 19. Amendment. This Agreement may be modified or amended only by a duly authorized
32 written instrument executed by the Parties. No oral amendment or modification of this
33 Agreement is allowed.

34 20. Severability. If any of the provisions of this Agreement are declared by a final, non-
35 appealable judgment court of competent jurisdiction to be invalid, illegal or
36 unenforceable in any respect, the validity, legality and enforceability of the remaining
37 provisions of this Agreement will not in any way be affected or impaired thereby.

INTERGOVERNMENTAL AGREEMENT

- 1 21. Section Headings. Section and subsection headings are inserted for convenience only
2 and in no way limit or define the interpretation to be placed upon this Agreement.
- 3 22. Authority. The individuals executing this Agreement on behalf of each of the Parties
4 represent to the other Party that they have all requisite powers and authority to cause the
5 Party for whom they have signed to enter into this Agreement, and to bind such Party to
6 fully perform its obligations as set forth in this Agreement.
- 7 23. No Adverse Construction. Both Parties acknowledge having had the opportunity to
8 participate in the drafting of this Agreement. This Agreement is not to be construed
9 against either Party based upon authorship.
- 10 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
11 and their respective successor governing boards.
- 12 25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
13 203(1), C.R.S., this Agreement will not become effective unless and until it has been
14 approved by the governing bodies of both the Town and the County, or by such persons
15 as has the power to approve this Agreement on behalf of the Town and the County.

16 TOWN OF BRECKENRIDGE, a Colorado
17 municipal corporation

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19
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21 By: _____
22 John G. Warner, Mayor

23
24 ATTEST:

25
26
27
28 _____
29 Mary Jean Loufek, CMC,
30 Town Clerk

31
32 BOARD OF COUNTY COMMISSIONERS OF
33 SUMMIT COUNTY, COLORADO

34
35 By: _____
36
37
38 Chair

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INTERGOVERNMENTAL AGREEMENT

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ATTEST:

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Funded Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**

Parcel Name or Description	Acquiring Party	Contributing Party	Amount of Contributing Party's Contribution

EXHIBIT “B”
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Acquired Open Space Parcels

**[TO BE PREPARED AND INSERTED
BEFORE SIGNING]**