

**INTERGOVERNMENTAL AGREEMENT
COUNTY COMMONS / FRISCO ADVENTURE PARK PATHWAY MAINTENANCE**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025, by and between the Board of County Commissioners of Summit County, Colorado (the "County") and the Town of Frisco ("Frisco" or "Town"), a municipal corporation of the state of Colorado, referred to collectively as "the Parties" or singularly as "Party."

WITNESSETH:

WHEREAS, County is the owner of certain real property commonly known as the County Commons and more particularly located in Section 36, Township 5 South, Range 78 West, of the 6th Principal Meridian in the County of Summit, State of Colorado LKA Part of Govt. Lots 11, 13, and 15 (Sch. No. 6512491), a portion which is depicted in **Exhibit A** (the "County Commons"); and

WHEREAS, the Town of Frisco is the owner of certain real property commonly known as the Frisco Adventure Park more particularly located in Section 36, Township 5 South, Range 78 West, of the 6th Principal Meridian in the Town of Frisco, County of Summit, State of Colorado (Sch. No. 6519515) ("Frisco Adventure Park"); and

WHEREAS, the Parties have endeavored to improve non-motorized connectivity between the County Commons and the Frisco Adventure Park to create safer bike and pedestrian connections to further the public health, safety, and welfare of visitors and residents in Summit County, Colorado; and

WHEREAS, County has entered into a contract for pathway construction to construct two new paved pathways as well as an extension of the existing Recpath spur across Peak One Blvd., as shown in Exhibit A; and

WHEREAS, the Town of Frisco has agreed to contribute \$25,000.00 (the "Contribution") to assist with a portion of the cost generated by the Bus Stop Sidewalk ("Bus Stop Sidewalk"), a grade-separated pedestrian path from the County Commons bus stop to the Recpath spur, as shown in Exhibit A; and

WHEREAS, the Town of Frisco has agreed to plow the Bus Stop Sidewalk through the Pedestrian Tunnel ("Pedestrian Tunnel") to the Frisco Adventure Park in the winter ("Winter Pedestrian Route"); and

WHEREAS, the Parties desire to enter into an agreement providing for the terms of the Contribution and maintenance of the Bus Stop Sidewalk, Pedestrian Tunnel, and adjacent pathways; and

NOW, THEREFORE, in consideration of the above promises and terms and conditions contained herein, the Parties agree as follows:

1. Contribution. The Town of Frisco shall pay the Contribution to the County within thirty (30) days of the execution of this Agreement. The Contribution is intended to assist the County in financing construction of the Bus Stop Sidewalk and does not entitle Frisco to any ownership or interest whatsoever in the County Commons or the Bus Stop Sidewalk. If substantial construction of the Bus Stop Sidewalk, as reasonably determined by the Parties, has not occurred by November 15, 2025, the Town of Frisco may provide the County with written notice of its request that the Contribution be refunded. In such event, the County will refund the Town of Frisco the Contribution within ninety (90) days receipt of written notice.

2. Winter Maintenance. The Town of Frisco shall be responsible for regular winter maintenance of the Winter Pedestrian Route, including, but not limited to, plowing snow and removing ice from roadway surfaces.

3. Asphalt Maintenance. The Town of Frisco shall be solely responsible for the implementation and costs of routine maintenance, such as crack sealing, of the asphalt on the surface of the Bus Stop Sidewalk starting at the edge of Peak One Blvd. through the Pedestrian Tunnel ("Asphalt Maintenance Area"). If the Parties mutually agree in writing that the conditions of the Asphalt Maintenance Area necessitate more significant repairs, such as complete resurfacing, then Frisco will assume responsibility for contract management and oversight; provided, however, prior to entering into such contract(s), the Parties must mutually agree to the contract terms (each a "Material Repair Contract"). The Parties will each be responsible for one half of the total cost of each Material Repair Contract. For avoidance of doubt, no material repairs or improvements to the Asphalt Maintenance Area shall be undertaken without the mutual written consent of the Parties.

4. Maintenance of the Pedestrian Tunnel: The Parties agree to share the cost for repair and maintenance of lighting and siding on the interior of the Pedestrian Tunnel equally. Prior to either Party initiating work, the Parties shall agree to the repairs in writing, with emailed notice and acceptance being sufficient. The Town of Frisco will be responsible for all cost and maintenance directly or indirectly related to artwork on the interior and exterior of the Pedestrian Tunnel. Frisco will provide ample notice to the County for all planned closures related to artwork installation, repair, or removal.

5 Term and Termination of Agreement.

a. Effective Date. The effective date of this Agreement is the date first set forth above, and this Agreement shall continue in effect until terminated by mutual agreement of the Parties, or pursuant to notice provided by a Party under subsection b below.

b. Termination. Either Party may terminate this Agreement upon written notice provided to the other Party at least sixty (60) days prior to the end of the then-current calendar year.

c. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the

part of the County or the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Parties under this Agreement are subject to annual budgeting and appropriation by their respective governing boards, in their sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

6. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be delivered to the proper address listed below:

If to County:

Summit County Manager
PO Box 68
Breckenridge, CO 80424

If to Town of Frisco:

Public Works Director
PO Box 4100
Frisco, CO 80443

7. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

9. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. No third-party beneficiaries are created or intended to be created by this Agreement whatsoever.

10. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREFORE, this Agreement is entered into the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

Tamara Pogue, Chair

ATTEST:

Taryn Power, Clerk and Recorder

IN WITNESS WHEREFORE, this Agreement is entered into the day and year first above written.

TOWN OF FRISCO

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Nell, Town Clerk

EXHIBIT A: PLANNED AND EXISTING IMPROVEMENTS

