

Final Draft for
Execution 4/4/84

INTERGOVERNMENTAL AGREEMENT
FOR
SUMMIT COUNTY WATER QUALITY

THIS AGREEMENT entered into as of this 4th day of April,
1984 by and among the following:

1. The Summit County Board of County Commissioners;
2. The Towns of Breckenridge, Blue River, Dillon, Frisco,
Montezuma and Silverthorne;
3. The Dillon/Silverthorne Joint Sewer Authority;
4. The Copper Mountain Water and Sanitation District;
5. The Breckenridge Sanitation District;
6. The Frisco Sanitation District; and
7. The Summit County Snake River Plant.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually,

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Summit Water Quality Committee. There is hereby established a Summit Water Quality Committee consisting of one voting member from each of the parties to this Agreement, with the exception of the Summit County Board of County Commissioners, which shall have two votes, both of which may be exercised by one representative sitting in both capacities. Members of the Committee shall be appointed by their respective governing bodies or boards, and replaced by that board in the event of any vacancy. The Committee shall elect a chairperson. The Committee shall establish a meeting schedule at its discretion but shall meet at least quarterly.

2. Voting. Each of the parties to this Agreement shall have one vote on the Committee, with the exception of the Summit County Board of Commissioners, which shall exercise two votes; one (1) for the Board acting as the Board of County Commissioners, and one (1) for the Board acting in its capacity as the governing body for the Snake River Plant. The individual towns listed above shall each have one vote. The individual special districts listed above shall each have one vote. All actions of the Committee shall be by a majority vote, provided however, that all decisions concerning defaults, addition of new members or the funding and annual budget responsibilities of the parties described at paragraph 6 hereof, shall be by two-thirds vote of the entire Committee. Decisions concerning amendments to this agreement shall be by unanimous vote of all parties hereto.

3. Purpose of Agreement. To provide for a coordinated approach to the protection of the water quality of Summit County, including, but not by way of limitation, to:

- a. Provide for a regional, coordinated approach to phosphorus control in Dillon Reservoir;
- b. Provide for a regional, coordinated approach for the construction and operation of nonpoint phosphorus control projects;
- c. Provide for regional, coordinated water quality monitoring of Dillon Reservoir, Green Mountain Reservoir and the waters flowing into them, as well as recommending water quality standards for each reservoir and their tributary waters as appropriate;
- d. Provide for coordination with state and federal agencies having water quality responsibilities in Summit County; and
- e. Provide for benefits to the parties to this Agreement, including but not limited to continuing local control over the herein described water quality programs and a continued or increased level of phosphorus load allocations; both of which will result in significant cost savings and the ability to provide for continued population growth in the respective jurisdictions of each of the parties hereto.

4. Officers; Bylaws. The Committee has the authority to elect such officers and adopt such bylaws and internal regulations as necessary and convenient to carry out the purposes of this Agreement.

5. Powers and Responsibilities. The Committee shall have the following powers and responsibilities:

- a. Develop implementation plans for water quality control strategies, if necessary, for Dillon and Green Mountain Reservoir watersheds and revise those plans as needed. Implementation of the each plan shall be undertaken by those Committee members having jurisdiction within the watershed covered by the plan, within their respective authorities, as described at paragraph 7;
- b. Oversee and conduct water quality monitoring in Summit County as it may relate to water quality in Dillon Reservoir and Green Mountain Reservoir;
- c. Develop and recommend, if necessary, erosion and urban runoff control standards for each watershed, to be implemented by members having jurisdiction within that watershed;
- d. Recommend septic system maintenance programs for implementation by member jurisdictions;
- e. Conduct pilot studies on nonpoint source controls;
- f. Prepare reports on the water quality status of Dillon and Green Mountain Reservoirs;
- g. Enter into lawful Agreements with any person, private corporation or business, or any federal, state or local governmental agency for the purposes contemplated by this Agreement;
- h. Recommend nonpoint phosphorus control projects for construction and recommend funding mechanisms for construction, operation and maintenance for properties within Dillon Reservoir watershed and, if necessary, within Green Mountain Reservoir watershed;
- i. Pursue continued study of potential phosphorus control solutions including but not limited to Roberts Tunnel discharges, management of small and large septic systems, a relaxed water quality standard for Dillon Reservoir (only after a showing of no impairment of beneficial uses) and other solutions as appropriate;

- j. Indicate the cost effectiveness of recommended standards, regulations, ordinances and control projects;
- k. Adopt annual scopes of work, budgets and fee assessments to carry out its responsibilities;
- l. Hire staff as needed, including, if appropriate, a public agency as an administrative agency to provide accounting, administrative, secretarial, audit and payroll and other staff functions;
- m. Draft and continuously update a five-year projection of phosphorus loading levels and phosphorus discharge requirements for Dillon and Green Mountain Reservoir watersheds as well as a budget to implement the Committee's workplan concerning the same; and
- n. Do any and all acts and things necessary to effectively exercise the powers given in this Agreement.

6. Funding. The annual budget for implementation of this Agreement shall be established by the Summit Water Quality Committee. The Committee shall approve its annual budget and proposed Scope of Work and Fee Assessment Schedule for the next year on or before September 1 of each year and shall transmit them to member local governments and special districts for action. All official actions of the Committee in determining the annual budget shall be by a two-thirds vote of the entire membership of the Committee. The proposed Scope of Work, Budget and Fee Assessment Schedule for the year beginning April 1, 1984 is attached hereto as Appendix A and fully incorporated hereby. It shall be the responsibility of each member to appropriate funds to satisfy its annual Fee Assessment out of any funds available to it on or before an annual date set by the Committee. The Committee will approve budget overruns only after specifically identifying sources of funding for those overruns. The obligations of the local government and special district members to appropriate such funds are contingent upon annual appropriation resolutions or ordinances, as appropriate. It is the obligation of each local government and special district member to pay its annual fee assessments to the administrative agency designated by the Committee. The administrative agency, in turn, will disburse funds as directed by the Committee.

7. Enforcement. It shall be the responsibility of each party to this Agreement, having jurisdiction within the watershed covered by a plan, to consider the implementation of the water quality management plan agreed upon by the Summit Water Quality Committee, by the adoption and enforcement of appropriate land use or other controls which are within the authority of the individual member. For example, but not by way of limitation, the County and Town government members should use their best efforts to adopt land use, zoning, subdivision and building code controls that the Committee determines are cost-effective and which uniformly implement the Summit Water Quality Committee's water quality control strategy. Enforcement of such regulations shall remain the responsibility of the individual member jurisdictions. The Committee shall consider the "Regulations for Control of Water Quality in Dillon Reservoir" attached hereto as Appendix B and fully incorporated hereby, as a model for the enforcement actions required by this paragraph 7.

8. Default.

- a. It is the intention of this Agreement that the parties hereto will enact controls, as necessary, in each watershed of the County to implement the recommendations of the Committee. In the event any member shall fail to adopt and maintain in force a regulatory program which substantially implements the purposes of the Committee in the watershed concerned, such member may be deemed in default of this Agreement by a vote of two-thirds of the entire membership of the Committee. In that event, the defaulting member shall have one hundred twenty (120) days, following written notice, in which to cure the default to the satisfaction of the Committee. If the default is not cured, the defaulting party shall lose all rights and benefits under this Agreement, which rights and benefits shall be reassigned by action of the Committee.
- b. Should any member of the Committee default in its responsibility to appropriate funds to satisfy its annual fee assessment, the rights and benefits accorded to such member by this Agreement shall be forfeited and reassigned as the Committee shall direct, provided however, that the member in default shall have one hundred twenty (120) days from written notice of such default to cure the same.

9. Addition of New Members. New members to the Committee shall be admitted by a two-thirds vote of the entire membership of the Committee, on such terms and under such conditions as may be specified.

10. Term of Agreement. This Agreement shall endure for a period of five (5) years from July 1, 1984. After that time, the Agreement shall be deemed to automatically renew each year; unless two-thirds of the members of the Committee vote to cancel the Agreement. Members of the Committee are subject to the annual budget process established at paragraph 6 above.

11. Amendment. This Agreement may be amended only by the unanimous vote of the entire Summit Water Quality Committee membership.

12. Indemnification. Each of the parties hereto indemnifies and holds harmless each of the other parties and their officers, employees and agents, jointly and severally, from and against any and all claims, losses, demands and actions, whether successful or not, arising directly or indirectly out of the indemnifying party's performance or nonperformance of any duty, right or responsibility under this Agreement, including but not limited to implementation, adoption and enforcement of the Water Quality Management Plans and locally adopted land use or other controls contemplated by this Agreement. For the purposes of this Agreement the relationship of the parties, each to the others, shall be one of independent contractors.

13. Execution. This Agreement may be executed in multiple originals.

EXECUTED as of the day and year first above written.

SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Date: May 24, 1984

Attest: 

TOWN OF BRECKENRIDGE, COLORADO

By: 

Date: JUNE 8, 1984

Attest: 

TOWN OF BLUE RIVER, COLORADO

By: Susan M. P. Kelly

Date: July 19, 1984

Attest: Susan M. P. Kelly

TOWN OF DILLON, COLORADO

By: Anna M. Lusk

Date: July 25, 1984

Attest: John P. ...

TOWN OF FRISCO, COLORADO

By: Anna Jane Mason

Date: July 31, 1984

Attest: Walter D. ...

TOWN OF MONTEZUMA, COLORADO

By: R. A. Elliott

Date: Aug 30, 1984

Attest: Betty M. E. ...

TOWN OF SILVERTHORNE, COLORADO

By: William J. ...

Date: September 13, 1984

Attest: Garnie Jones

DILLON/SILVERTHORNE JOINT SEWER AUTHORITY

By: Anna M. Lusk

Date: September 4, 1984

Attest: John P. ...

BRECKENRIDGE SANITATION DISTRICT

By: Tom Libbe

Date: Oct 11, 1984

COPPER MOUNTAIN WATER AND SANITATION DISTRICT

By: Richard Melby
Chairman

Date: 10/12/84

FRISCO SANITATION DISTRICT

By: Howitt
Chairman

Date: October 5, 1984

SUMMIT COUNTY SNAKE RIVER PLANT

BY: SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS

By: Don Peterson

Date: May 24, 1984

Attest: William Richmond