

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS (“BOCC”) OF PITKIN COUNTY,
COLORADO, APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
PITKIN COUNTY (“PITKIN”) AND THE CITY OF
ASPEN (“ASPEN”) FOR MANAGEMENT AND
MONITORING OF COUNTY-OWNED PARKING LOTS
AT BUTTERMILK**

RESOLUTION NO. _____-2017

RECITALS:

1. Pursuant to Title 29, Article 1, part 2, Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statutes”) and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so.
2. Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter (“HRC”) official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens.
3. Pitkin County (“Pitkin”) and City of Aspen (“Aspen”) wish to enter into an intergovernmental agreement for the purposes of management and monitoring County-owned parking lots at Buttermilk and;
4. Both Pitkin and Aspen are governments authorized to enter into agreements pursuant to C.R.S. § 29-1-203 for purposes including the provision of any function, service, or facility lawfully authorized to each; and
5. The BOCC finds that it is in the best interests of the citizens of Pitkin and Aspen to enter into this agreement in order to ensure the commuting convenience and remote parking opportunities of the citizens of both jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that Pitkin County is authorized to enter into an Intergovernmental Agreement with the City of Aspen in substantially the same form satisfactory to the County Attorney, and authorizes the Chair or designee, to sign the resolution and the agreement on behalf of the County.

INTRODUCED AND FIRST READ ON THE _____ DAY OF _____, 2017
AND SET FOR SECOND READING AND PUBLIC HEARING ON THE _____ DAY
OF _____ 2017.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE
RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE _____ DAY
OF _____, 2017.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION
POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com)
ON THE _____ DAY OF _____ 2017.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE _____
DAY OF _____ 2017.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE
ASPEN TIMES WEEKLY ON THE _____ DAY OF _____, 2017.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY
WEBSITE (www.pitkincounty.com) ON THE _____ DAY OF _____ 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

By _____
Jeanette Jones
Deputy County Clerk

By: _____
George Newman, Chair

Date: _____

APPROVED AS TO FORM:

MANAGER APPROVAL

John Ely, County Attorney

Jon Peacock, County Manager

**INTERGOVERNMENTAL AGREEMENT FOR MANAGEMENT AND MONITORING
OF COUNTY-OWNED PARKING LOTS AT BUTTERMILK BETWEEN THE CITY OF
ASPEN AND PITKIN COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____ 2017 by the BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO ("Pitkin"), whose address is 123 Emma Road, Suite 106, Basalt, Colorado 81621 and the CITY OF ASPEN, COLORADO ("Aspen"), whose address is 130 South Galena Street Aspen, Colorado 81611. Pitkin and Aspen may be referred to herein collectively as the "Parties."

RECITALS

1. This Agreement is entered into pursuant to, *inter alia*, C.R.S. § 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2. Term. The term of this Agreement is from June 2017 to June 2018 and will automatically renew annual for five years.

3. Aspen's Agreement to Manage and Monitor Buttermilk Parking Lots.

Aspen agrees to manage and monitor the County owned parking lots at Buttermilk ski area. Such management and monitoring shall include the following obligations:

Assist Pitkin with informational parking signs, lot delineation and meter installation by providing at least two parking meters for lot "B" (see Exhibit A) and determining the best location for meters, language on signs and lot delineation placement. Aspen will also provide the application for customers to pay by phone. Repair parking meters as needed.

Issue parking permits for commercial/construction staging lot "C" as outlined in the Buttermilk Parking Management Plan (Exhibit "B"). Monitor and ensure compliance with issued parking permits and ensure no offensive activities occur as a result of issued commercial/construction parking permits.

Allocate 50 percent of a parking attendant for eight months (April through November) to monitor and manage the county-owned Buttermilk parking areas as outlined in Exhibit A. Ticket and tow (remove) unlawfully parked cars, equipment and materials as needed to comply with the Buttermilk Parking Management Plan. Parking area monitoring shall occur on a daily basis. Share 50 percent of parking meter and parking permit revenue with the Pitkin. Allocate 100 percent of parking ticket revenue with Pitkin. Provide revenue sharing payments to Pitkin every 30 days. Provide monthly reports on parking utilization and meet with Pitkin representatives as needed to

effectively manage the parking areas. Make recommendations for changes to the parking plan and participate in implementing the changes.

Coordinate with Pitkin on authorizing special event use of lot "B" by assisting to delineate parking areas reserved (and pre-paid) by special event organization.

4. Pitkin's Obligations.

As a condition of this agreement, Pitkin shall have the following obligations:

Install parking meters provided by Aspen. Create and place parking signs as determined through collaboration with Aspen. Delineate parking lots as outlined in Exhibit A and determined most effective through collaboration with Aspen.

Provide funding to Aspen for 50 percent of the salary plus benefit cost of a parking attendant for eight months of parking monitoring and management needs (April through November). Submit payments for salary plus benefit cost (50%) of attendant every 30 days. Share 50 percent of parking meter and parking permit revenue with Aspen. Meet regularly as needed with Aspen on parking management. Evaluate parking plan success and collaborate with Aspen on parking changes; implement agreed to changes.

Coordinate with Aspen on authorizing special event use of lot "B" by assisting to delineate parking areas reserved (and pre-paid) by special event organization

5. Assignability. This agreement is not assignable by either party.

6. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Governments and signed by authorized officers of each party. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

7. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

8. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified regular mail, postage pre-paid to the addresses of the parties as follows. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall also be deemed sufficient and considered delivered upon receipt of confirmation of delivery on the part of the sender.

To: Pitkin County

Brian Pettet
Director of Public Works
76 Service Center Road
Aspen, CO 81623
Brian.pettet@pitkincounty.com

Mitch Osur
Parking Director
455 Rio Grande Place
Aspen, CO 81611

With copies to:

Pitkin County Attorney's Office
123 Emma Road #204
Basalt, Colorado 81621
attorney@pitkincounty.com

With copy to:
City of Aspen Attorney's Office
130 South Galena
Aspen, CO 81611

9. Government Immunity. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. The Parties agree to hold each other harmless for any loss, damages, expense, cost or claims of any character or any nature arising out of Buttermilk parking management as contemplated in this agreement.

10. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

11. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado. Each party to this Agreement shall have standing to bring an action to enforce the terms of this Agreement in District Court, including an action for specific performance and injunctive relief.

13. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney's fees.

14. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the ____ day of _____ 2017.

The foregoing Agreement is approved by the City of Aspen, Colorado at its regular meeting held on the ____ day of _____ 2017.

In Witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first above written.

City of Aspen

By: _____

[Title]

ATTEST:

APPROVED AS TO FORM:

PITKIN COUNTY

ATTEST:

Jeanette Jones, Deputy County Clerk

BY: _____
George Newman, Chair

APPROVED AS TO FORM:

John Ely, County Attorney

Jon Peacock, County Manager

County-owned Parking Areas at Buttermilk Management Plan

In the year 2000 the Colorado Department of Transportation and Pitkin County condemned 23.4 acres near the Buttermilk Ski Area for the purposes of expanding transportation infrastructure in service to and for State Highway 82. The Stapleton Lots were specifically condemned for multimodal transit and recreation facility parking purposes. Pitkin County recently gained sole ownership of the parking areas. The lots were recently paved, which provided 347 parking spaces.

The following parking area management plan has been put in place to more fully utilize the parking areas and create parking that would more effectively meet community needs. Parking area allocation may change based on transit user parking needs. Parking rates may be adjusted by County Staff based on market demands (and after consultation with the City of Aspen Parking Director) by no more than +/-25% from currently approved rates.

The following designations reference parking areas as delineated in the attached map for the parking areas:

No camping or sleeping in vehicles will be permitted in any of the areas.

Parking Area A (50 spaces)

24 hour free parking (intended for transit users).

No parking meter and monitored throughout the day.

Parking Area B (103 spaces)

96 hour permit vehicle parking \$6.00 per day.

Metered parking with enforcement.

Up to 70 percent of this parking area may be reserved (at the County's discretion and with pre-payment for all spaces) for special events.

Parking Area C (174 car spaces)

5 day commercial/construction staging.

\$40 per day (up to 4 parking spaces).

\$180 per week (up to 4 parking spaces).

\$550 per month (up to 4 parking spaces).

\$3500 for summer season (up to 4 parking spaces).

Annual or temporary permitting with special event, commercial or construction companies.

Parking Area D (20 spaces)

Day use only. Free trailhead parking.

No parking meter and monitored through the day.