

**YAMPA VALLEY REGIONAL TRANSPORTATION AUTHORITY
FORMATION
COST SHARE AGREEMENT**

THIS YAMPA VALLEY REGIONAL TRANSPORTATION AUTHORITY (RTA) FORMATION COST SHARE AGREEMENT (this “Agreement”) is made to be effective as of the 15 day of July, 2024 by and between the City of Steamboat Springs, a Colorado home rule municipality, Routt County, the Town of Hayden (Town), The City of Craig, and Steamboat Ski & Resort Corporation, a Delaware corporation (“SSRC”). The entities listed above are also sometimes referred to herein individually as a party and collectively as the parties.

RECITALS

WHEREAS, The City of Steamboat Springs intends to contract with a consultant to support the formation of an RTA supporting regional transportation within the Yampa Valley. In addition, the City of Steamboat Springs intends to contract with a law firm to create the necessary legal documentation for an RTA, including an Intergovernmental Agreement (IGA) between the participating jurisdictions within the Yampa Valley. The RFQ and RFP for the services defined above are provided as attachments hereto as Exhibit A (the “RFQ for Regional Transportation Authority Formation Support and Exhibit B (RFP for Legal Support of the Yampa Valley RTA Formation”);

WHEREAS, The City of Steamboat Springs has agreed to bear one hundred percent (100%) of the original cost of the contracts for both RTA formation consulting and legal support.

WHEREAS, Routt County has agreed to contribute no more than \$75,000 of the cost of the contracts being borne by the City of Steamboat Springs;

WHEREAS, the City of Craig has agreed to contribute no more than \$30,000 of the cost of the contracts being borne by the City of Steamboat Springs;

WHEREAS, the Town of Hayden has agreed to contribute no more than \$XX of the cost of the contracts being borne by the City of Steamboat Springs;

WHEREAS, SSRC has agreed to contribute no more than \$25,000 of the cost of the contracts being borne by the City of Steamboat Springs;

NOW THEREFORE, in consideration of the foregoing, and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. COST SHARE BY CITY. The City hereby agrees to contribute no more than \$75,000 of the total actual cost of the contracts for both RTA formation consulting and legal support. The anticipated total cost of the contracts for both RTA formation consulting and legal support are not to exceed \$250,000. Each of the participating entities shall provide the City of Steamboat Springs with their total agreed upon contribution by September 20, 2024. The City of Steamboat Springs

will act as the fiscal agent for the project and will provide all participating entities a monthly financial report.

2. TERM; SURVIVAL. The term of this Agreement shall commence as of the date upon which all necessary parties shall have signed and specified the effective date of the contracts for the RTA Formation consultant and the legal support and shall terminate upon the completion of these two contracts. Neither party hereto shall have the right to terminate this Agreement prior to the termination of the contracts except in the event of material breach by a party to this Agreement, in which event each party shall have the right to pursue all remedies available at law or in equity. Obligations of the parties under this Agreement that must survive such termination in order to give full force and effect to the intent of the parties as provided herein shall so survive.

3. ADDITIONAL COSTS. While the parties do not anticipate any additional costs arising from the RTA Formation and legal support consultants, it is recognized that additional costs may arise. In the event of additional costs are identified through the consulting work, the parties shall meet and negotiate in good faith to determine how the costs should equitably be borne by the parties.

4. INDEMNIFICATION. The City of Steamboat Springs shall indemnify, defend and hold the Parties, their directors, officers, employees, agents and representatives harmless from and against any and all claims for loss, damage, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising out of the contracts and resulting from the grossly negligent acts or omissions of the City of Steamboat Springs or its contractors or subcontractors. This provision shall survive the expiration or termination of this Agreement and does not extend to claims caused by the gross negligence or willful misconduct of the Parties.

5. THIRD PARTY BENEFICIARIES. Except in connection with indemnification, nothing in this Agreement shall confer any rights or liabilities upon any person or entity that is not a party to this Agreement.

6. GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the City of Steamboat Springs, Routt County, City of Craig, and Town of Hayden, their departments, boards, commissions, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of the immunities, rights, benefits, protections, or other provisions, contained in the statute.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to any activities associated with this Agreement.

8. MISCELLANEOUS.

(a) If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

- (b) No amendment, alteration, modification of or addition to this Agreement shall be binding on the parties unless set forth in writing and signed by each of the parties.
- (c) The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.
- (d) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles.
- (e) This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties and their respective successors and assigns.
- (f) Each of the parties hereby represents and warrants to the other party that it has the express authority and power to enter into this Agreement and that the individuals executing this Agreement on behalf of said party have the unqualified authorization and authority to execute this Agreement and bind said party to the terms hereof.
- (g) In any judicial proceedings with respect to this Agreement, the substantially prevailing party or parties shall be entitled to court costs and reasonable attorneys' fees and disbursements incurred by such party or parties in connection with such legal proceedings.
- (h) This Agreement, including all exhibits hereto, is intended as the complete integration of all understandings between the parties related to the matters set forth herein.
- (i) This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document.
- (j) Any notice or other communication required or permitted pursuant to this Agreement shall be in writing and shall be directed to the parties at their addresses set forth below or such other address as may subsequently be specified by written notice to the other parties. Notices shall be effective upon the earlier of actual receipt, three (3) business days after being deposited in the United States mail, certified, return receipt requested, one (1) business day after deposit for overnight delivery with a nationally recognized carrier or if via email upon confirmation of receipt. Subject to change as provided above, the addresses of the parties for purposes of this Agreement are:

If to City of Steamboat Springs:

City of Steamboat Springs
Attn: City Manager
124 10th Street
PO Box 775088
Steamboat Springs, CO 80477

Email: GSuiter@steamboatsprings.net

If to Routt County:

Routt County
Attn: County Manager
522 Lincoln Avenue
Suite #30
Steamboat Springs, CO 80487
Email: jharrington@co.routt.co.us

If to City of Craig:

City of Craig
Attn: City Manager
300 W 4th Street
Craig, CO 81625
Email: pbrixius@cityofcraig.org

If to Town of Hayden:

Town of Hayden
Attn: Town Manager
178 W. Jefferson Avenue
Hayden, CO 81639
Email: mathew.mendisco@haydencolorado.org

If to SSRC:

Steamboat Ski & Resort Corporation
Attn: President
2305 Mt. Werner Circle
Steamboat Springs, CO 80487
Email: rperlman@steamboat.com

IN WITNESS WHEREOF, the parties have executed this RTA Formation Cost Share Agreement as of the day and year first above written.

CITY OF STEAMBOAT SPRINGS

By: _____
Gary Suiter, City Manager

ATTEST:

Julie Franklin, CMC
City Clerk

ROUTT COUNTY

By: _____

Jay Harrington, County Manager

ATTEST:

Jenny Thomas
County Clerk & Recorder

CITY OF CRAIG

By: _____

Peter Brixius, City Manager

ATTEST:

Liz White
City Clerk

TOWN OF HAYDEN

By: _____

Mathew Mendisco, Town Manager

ATTEST:

Sharon Johnson
Town Clerk

STEAMBOAT SKI & RESORT CORPORATION

By:

Dave Hunter, President

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this _____ day of _____, 2024 by
Gary Suiter, as City Manager of the City of Steamboat Springs.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this _____ day of _____, 2023 by
Jay Harrington, as County Manager of Routt County.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

Subscribed to and sworn to before me this _____ day of _____, 2024 by
Peter Brixius, as City Manager of the City of Craig.

Witness my hand and official seal.
My commission expires:

NOTARY PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this _____ day of _____, 2024 by
Mathew Mendisco, as Town Manager of the Town of Hayden.
Witness my hand and official seal.
My commission expires:

NOTARY PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

Subscribed to and sworn to before me this _____ day of _____, 2024 by
Dave Hunter, President of the Steamboat Ski and Resort Corporation.
Witness my hand and official seal.
My commission expires:

NOTARY PUBLIC

EXHIBIT A

[on following pages]

DRAFT