

ATTACHMENT M

ARTICLE III IMPLEMENTATION AGREEMENT
SUMMIT COUNTY

This Agreement is entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (Denver Water); BOARD OF COMMISSIONERS OF THE COUNTY OF SUMMIT (County), the TOWN OF FRISCO (Town), and the FRISCO SANITATION DISTRICT (District).

RECITALS

1. Denver Water has entered into the Colorado River Cooperative Agreement, dated September 26, 2013 (Cooperative Agreement) with numerous West Slope entities (*West Slope Signatories*), including the County, that resolved longstanding issues between the parties.
2. In Article III of the Cooperative Agreement, the County negotiated for Denver Water to provide certain monetary and water supply benefits to entities located in Summit County, including Town and District, who are not *West Slope Signatories*.
3. This Agreement is intended to afford to Denver Water the consideration negotiated in the Cooperative Agreement in return for the benefits provided to Town and District.
4. Italicized terms in this Agreement shall have the same meaning as the corresponding term in the Cooperative Agreement.

NOW THEREFORE, Denver Water, County, Town, and District agree as follows:

1. Pursuant to Article III of the Cooperative Agreement, Town and District will receive the following benefits:
 - a. Within one year of *Resolution of Blue River Decree Issues*, Denver Water will pay \$900,000 to Town and District to offset the costs of the projects listed in Attachment A.
 - b. Within six months of *issuance and acceptance by Denver Water of permits necessary for the Moffat Project* Denver will pay \$900,000 to Town and District to offset the costs of the projects listed in Attachment A.
 - c. A representative of Town will serve on the committee established under Article III(B)(3) of the Cooperative Agreement to select *Environmental Enhancement projects* eligible for 50% matching funds from the \$1 million deposited by Denver Water into a fund for that purpose. If the committee cannot unanimously agree on a project or projects, Town will be entitled to use one-fifth of the funds for a 50% match for an *Environmental Enhancement project* selected by the Town.

- d. Denver Water has allowed the Town to use its Future Dillon Water under the *1985 Summit Agreement* as a source of augmentation supply for snowmaking at its winter sports area pursuant to the Future Dillon Water Agreement dated November 18, 2009 between Denver Water and Town, which remains in full force and effect. Denver Water and Town agree to participate in a joint study on the amount and timing of snowmaking return flows from the winter sports area and to cooperate in maximizing the amount of snowmaking return flows in any Water Court proceeding.
2. The Town and District agree that the funds provided under paragraph 1 will be used only for the projects listed therein, including reimbursement of costs paid or incurred prior to the date of this Agreement, and agree to provide to Denver Water and County upon request a written statement of the total cost of each project and the amount of Denver Water funds expended on each project.
3. Summit County agrees to consult with Town when considering any agreement with Denver Water regarding the effect of any physical changes to the Frisco Marina elevation or Dillon Reservoir as provided in Article I.B.3.a.iii of the Cooperative Agreement.
4. In consideration for the benefits described in paragraph 1, Town and District agree to comply with all the provisions of Articles IV and VII of the Cooperative Agreement that are applicable to *West Slope Signatories*.
5. In consideration for terms of this Agreement, the Town and District agree that: they are not third party beneficiaries of or under the Cooperative Agreement; that they will not assert a claim to be third party beneficiaries of or under the Cooperative Agreement; any references to the Cooperative Agreement are strictly for the purposes set forth herein; and, that by all appropriate action they have ratified and approved this Agreement.
6. Venue for resolution of any dispute of water matters under this Agreement resulting in litigation shall be the District Court, Colorado, for the appropriate Water Division or federal district court, as appropriate under the Blue River Decree. Venue for all other matters under this Agreement resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
7. For the purposes of this Agreement, any notice shall be deemed received on the day the written notice is placed in the U.S. Mail, first class postage prepaid, addressed as follows:

To Denver Water:

Denver Water Board
Attention: Manager
1600 West 12th Avenue
Denver, CO 80204

To Town:

Town of Frisco
Attention: Public Works Director and Town Manager
P. O. Box 4100
Frisco, CO 80443

To District:

Frisco Sanitation District
Attention: Manager
111 S Summit Blvd.
Frisco, CO 80443

To County:

County Manager
208 E. Lincoln Avenue
P.O. Box 68
Breckenridge, CO 80424

8. This Implementation Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same. Such counterparts may be transmitted by facsimile, the facsimile to have full force and effect as if it were an original.
9. Nothing contained herein shall be construed to be a waiver or partial waiver of the Parties governmental immunity.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the 14th day of November, 2012.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

[Signature]
Secretary

[Signature]
President

APPROVED AS TO FORM:

[Signature]
Legal Division

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: [Signature]
Deputy Auditor

SUMMIT COUNTY

[Signature]

Title: Chairman

TOWN OF FRISCO

[Signature]

Title: MAYOR

FRISCO SANITATION DISTRICT

[Signature]

Title: PRESIDENT

ATTACHMENT A
Town and District Projects

Town of Frisco	Frisco Bay Marina pier redevelopment
	Dredging and excavation of Frisco Marina boat mooring and dock areas
Frisco Sanitation District	Installation of ultra-violet disinfection system and dome enclosures over equalization basins at the Frisco wastewater treatment plant
	Upgrade WWTP to meet standards to discharge to Miners Creek or relocate effluent outfall to discharge into low-water pool in Dillon Reservoir