

**Town of Basalt, Colorado
Resolution No. 33
Series of 2014**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING MAINTENANCE OF THE UTILITIES, LANDSCAPING, AND IRRIGATION FOR THE NEW BUS RAPID TRANSIT STATIONS AND PARK AND RIDES IN BASALT, WILLITS, AND EL JEBEL

RECITALS

A. The Town of Basalt has been working with RFTA related to defining the maintenance responsibilities for utilities, landscaping, and irrigation related to the new BRT Stations and Park and Rides in Basalt, Willits, and El Jebel.

B. RFTA has requested that a memorandum of understanding (MOU) be executed between the Town and RFTA memorializing the maintenance responsibilities.

C. The Town would like the BRT Stations in Basalt, Willits, and El Jebel maintained to the level of quality that all other public facilities in the Town are maintained.

D. The Council finds and determines that the attached memorandum of understanding serves the public welfare and is in the interest of the Town.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, THAT:

1. The Mayor and Town Clerk are authorized to execute and deliver the Memorandum of Understanding attached hereto as Exhibit "A" regarding maintenance for the Basalt, Willits, and El Jebel BRT Stations and Park and Rides substantially in the form presented at the meeting subject to changes authorized by the Town Attorney reasonably necessary to carry out the intent of the MOU.

2. The officers and employees of the Town are hereby authorized and directed to take all necessary actions appropriate to effectuate the provisions.

3. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections,

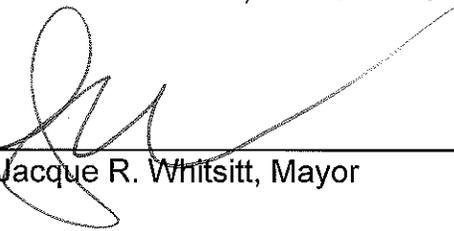
paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

4. This Resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED this 24th day of June, 2014, by a vote of 5 to 0.



TOWN OF BASALT, COLORADO

By 
Jacques R. Whitsitt, Mayor

ATTEST:

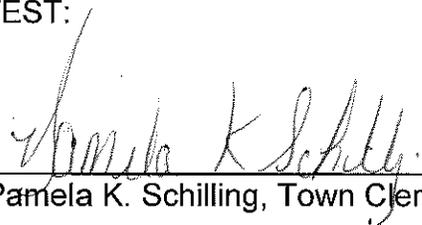
By 
Pamela K. Schilling, Town Clerk

Exhibit "A"

MEMORANDUM OF UNDERSTANDING
REGARDING THE MAINTENANCE OF THE IRRIGATION AND LANDSCAPING AT THE
WILLITS, EL JEBEL AND BASALT BRT STATIONS

This Memorandum of Understanding ("MOU"), is made this _____ day of _____, 2014 (the "Effective Date"), by and between the ROARING FORK TRANSPORTATION AUTHORITY, a rural transportation authority established pursuant to the laws of the State of Colorado ("RFTA"), and the TOWN OF BASALT, COLORADO a home-rule municipality of the State of Colorado. RFTA and the TOWN are sometimes referred to collectively in this MOU as "the Parties."

WITNESSETH:

WHEREAS, RFTA was created in August 2000 pursuant to C.R.S. § 43-4-601, et. seq. by an Intergovernmental Agreement among the cities of Aspen and Glenwood Springs, the towns of Snowmass Village, Basalt and Carbondale, and Pitkin and Eagle Counties. The town of New Castle later became a member of RFTA; and

WHEREAS, RFTA has constructed six (6) Bus Rapid Transit ("BRT") stations and adjacent park and rides that are known as the El Jebel, Willits and Basalt BRT stations and referred to collectively herein as the "BRT Stations"; and

WHEREAS, the purpose of this MOU is to set forth the understanding of the parties regarding the obligations of the Parties to repair, maintain and pay the utilities and landscaping associated with these BRT stations; and

WHEREAS, this MOU provides procedures and guidance for coordination and cooperation between the Parties; and

NOW THEREFORE, in consideration of the premises herein stated, the sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

A. Obligations of the Town of Basalt:

1. Irrigation.

The TOWN shall be responsible for the repair, maintenance and all expenses associated with the irrigation systems at each BRT station. The extent of the irrigation system is shown in the exhibit "A" of this MOU.

2. Landscaping.

The TOWN shall be responsible for the landscaping within the extent of the irrigation system as depicted in exhibit "B" of this MOU. The TOWN shall use its best judgment and expertise in the maintenance of the BRT station landscaping. A "landscape Maintenance Manual" written by the landscape designer will be provided to the town as guidance on the maintenance the landscaping requires. This manual is for guidance only and is not intended at the definitive guide for the maintenance of the landscaping.

3. Utilities

The TOWN shall be responsible for the payment of water bills associated with the stations irrigation systems.

4. Security systems

The TOWN shall be responsible for the repair and maintenance and all expenses associated with the security cameras within the Willits underpass and approach ramps. RFTA acknowledges that the cameras are connected to the RFTA camera security system and RFTA will be responsible for repairing and maintaining this connection to the RFTA security system. As necessary, RFTA will assist the Town in recovering and viewing video tape from these security cameras.

5. Willits Underpass

The "TOWN" shall be responsible for the repair, maintenance all expenses associated with the Willits underpass and the ramps, landscaping, irrigation and sidewalks leading to the underpass.

B. Obligations of the Roaring Fork Transportation Authority:

1. Station Platforms

RFTA shall be responsible for the repair, maintenance and all expenses associated with the BRT stations and platforms.

2. Security systems

RFTA shall be responsible for the repair, maintenance and all expenses associated with the security systems at the BRT stations and platforms. RFTA acknowledges that the security cameras associated with the Willits underpass are connected to the RFTA security system. RFTA does not warrant that the video camera system will be functional 100% of the time. There may be periodic outages of the system for reasons beyond RFTA's control or during software or hardware failures of the system.

3. Parking lots

RFTA shall be responsible for the repair, maintenance and all expenses associated with the BRT Park and rides "hardscape". "Hardscape" is defined as the asphalt, sidewalks and lighting systems.

4. Utilities

RFTA shall be responsible for paying the electrical bills for each station. RFTA acknowledges that the Willits underpass lighting and security cameras are connected to the station's electrical systems.

C. Mutual Cooperation.

The Parties agree to cooperate and take such actions as are necessary to achieve the intent and goals of this MOU.

D. Termination of MOU and Effect of Approval.

1. By default of any of the obligations of any of the Parties; however, the Parties shall have the right to address and cure any breaches of the MOU on a case-by-case basis.
2. By mutual agreement of the Parties.
3. The MOU may only be amended by the written consent of all the Parties.

E. Representations of the Parties.

1. RFTA. RFTA represents and warrants to the Town that the execution and delivery of this MOU and the performance by RFTA under this MOU have been duly authorized by all requisite action by or on behalf of RFTA including, but not limited to, approval of this MOU by the RFTA Board. This MOU will be binding upon RFTA and any successor agency to RFTA. Moreover, the Parties agree that RFTA is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.
2. Town. The Town represents and warrants to RFTA that the execution and delivery of this MOU and the performance by the Town under this MOU have been duly authorized by all requisite action by or on behalf of the TOWN including, but not limited to, approval of this MOU by the Town Council. Moreover, the Parties agree that the TOWN is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.

F. Governing Law. This Agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Colorado.

G. Severability. If any provision of this MOU or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this MOU nor the application of the provision to other persons entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent provided by law.

H. Modification. The Parties hereby agree that this document contains the entire agreement between the Parties and this MOU shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all the Parties hereto.

I. Counterparts. This MOU may be executed in counterparts, the sum of which shall constitute the whole of this MOU.

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the date first written above.

[Signatures on Following Page]

RFTA:

ROARING FORK TRANSPORTATION
AUTHORITY

By: _____
Dan Blankenship, Chief Executive Officer

Town:

TOWN OF Basalt

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:



Pamela K. Schilling, Town Clerk