

**Town of Basalt, Colorado
Resolution No. 20
Series of 2015**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BASALT, RELATED TO AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF BASALT, PITKIN COUNTY, SNOWMASS VILLAGE, AND THE CITY OF ASPEN, OUTLINING MUTUAL AID RESPONSIBILITIES

RECITALS

Whereas, subject to the limitations and conditions set forth in the attached Agreement, Basalt, Snowmass, Aspen and Pitkin each agree to work cooperatively and collaboratively to provide mutual aid, assistance and support, in the form of personnel, equipment, vehicles, materials and/or supplies, in order to prevent, minimize and mitigate impact of natural or human-caused events that significantly threaten public health safety and welfare, and cause or threatened to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

Whereas, A request for aid or assistance may be initiated by oral communications between the parties but must be documented in writing as early as practicable. Phased or additional requests, or changes to requests, may be made but must also be documented in writing as early as practicable. To the extent known by the requesting party, the request for assistance will identify the location where assistance is needed; identify the person(s) to which the responding party's personnel will report; and identify the amount of type of personnel; equipment, materials, and/or supplies needed, and a reasonable estimate of the duration of such need. No party is under any obligation to render aid or assistance.

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

1. The Town Council hereby approves the attached Intergovernmental Agreement (IGA) as included in **Exhibit A**. The Mayor and Town Clerk are authorized to execute and deliver the Intergovernmental Agreement attached as **Exhibit A**.
2. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the

provisions of the Intergovernmental Agreement.

3. The Town Attorney is authorized to approve the final form of the IGA with any changes reasonably necessary to carry out the intent of this resolution. Substantial changes require approval by the Town Council.

4. This resolution to be in full force and effect from and after its passage and approval.

5. 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.

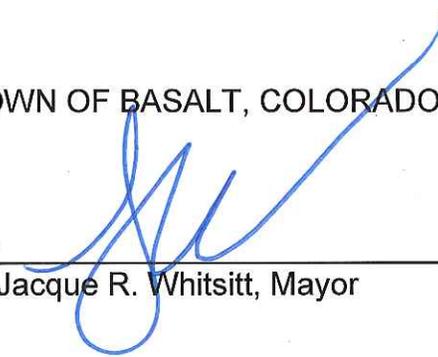
6. This Resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED this 28th day of April, 2015, by a vote of 7 to 0.



TOWN OF BASALT, COLORADO

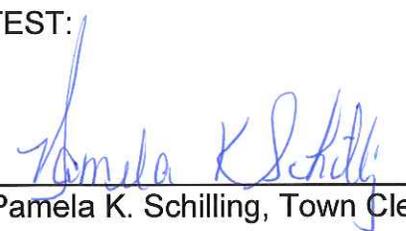
By



Jacqué R. Whitsitt, Mayor

ATTEST:

By



Pamela K. Schilling, Town Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND ASSISTANCE

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2015 by and between THE TOWN OF BASALT, COLORADO, a municipal corporation (Basalt), THE TOWN OF SNOWMASS VILAGE a municipal corporation (Snowmass), THE CITY OF ASPEN a municipal corporation (Aspen) and PITKIN COUNTY (Pitkin), and shall be effective on the date last signed below.

WITNESSETH

WHEREAS, Basalt, Snowmass, Aspen and Pitkin have certain resources and infrastructure that from time to time are impacted by natural and human-caused events that threaten public health, safety and welfare, and the environment; and

WHEREAS, it is essential that neighboring communities work together to share and provide resources to one another during critical periods in emergencies when resources become scarce, as such resources are necessary to preserve life and property; and

WHEREAS, when one community provides such assistance to the other, it supports the ideology of the "whole community" as emphasized by the Federal Emergency Management Agency ("FEMA"), and also builds a partnership with that may provide a reciprocal benefit in the event of future emergencies; and

WHEREAS, it is necessary and desirable that an appropriate agreement be executed for the exchange of such mutual aid; and

WHEREAS, Sections 29-1-203 and 24-33.5-713, Colorado Revised Statutes, authorize the parties to enter into an intergovernmental agreement for furnishing mutual aid; and

WHEREAS, in light of the foregoing, the parties have developed and desire to enter into the mutual agreements and commitments set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Provision of Mutual Aid, Subject to the limitations and conditions set forth in this Agreement, Basalt, Snowmass, Aspen and Pitkin each agree to work cooperatively and collaboratively to provide mutual aid, assistance and support, in the form of personnel, equipment, vehicles, materials and/or supplies, in order to prevent, minimize and mitigate impact of natural or human-caused events that significantly threaten public health safety and welfare, and cause or threatened to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment. This Agreement does not apply to the law enforcement agencies of the parties hereto.

2. Requests for Aid and Assistance A request for aid or assistance may be initiated by oral communications between the parties but must be documented in writing as early as practicable. Phased or additional requests, or changes to requests, may be made but must also

be documented in writing as early as practicable. To the extent known by the requesting party, the request for assistance will identify the location where assistance is needed; identify the person(s) to which the responding party's personnel will report; and identify the amount of type of personnel; equipment, materials, and/or supplies needed, and a reasonable estimate of the duration of such need. No party is under any obligation to render aid or assistance. The responding party will communicate information about the availability of resources to the requesting party within twenty-four (24) hours from the initial request.

3. Authorized representatives/Response In connection with each request for assistance, each party shall designate an authorized representative to be responsible for managing such party's response and management of the cooperative activities hereunder (the "authorized representative"). The authorized representative for the responding party shall supervise the responding party's personnel, and shall decide the number of hours worked by those personnel. The authorized representative for the requesting party shall direct and coordinate all activities. The responding party may withdraw some or all of its resources at any time and may refuse to perform requested acts it deems inappropriate or that it is unable to perform under the circumstances. The responding party's authorized representative shall remain in charge of all personnel and resources assigned to him or her to assist in providing aid and shall be responsible for determining that appropriate staffing, training and supervision are or have been provided to those rendering assistance on behalf of the responding party. In any event, the responding party shall, not be considered the employee or agent of the requesting party.

4. Additional Responsibilities

A. *Compliance with all Applicable Laws*

Each party shall be responsible at all times for compliance with all laws and regulations applicable to its actions hereunder. Each party must, upon request by the other party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws, except as otherwise prohibited.

B. *Safety Policies*

The requesting party shall provide safety policies and procedures to the responding party, and the responding party must abide by them in the course of providing aid and assistance hereunder.

C. *Materials Management*

The requesting party shall be responsible for the cleanup, removal, and disposition of any substances generated, managed or requiring disposal in the course of an event of assistance to the requesting party.

D. *Provisions*

The requesting party shall supply reasonable food and shelter for the responding party during the period of assistance if needed. If the requesting party cannot provide food and shelter for the responding party, the responding party is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the state per diem rates for that area. The requesting party may be responsible for reimbursing the responding party for all costs associated with providing food and shelter, if the requesting party does not provide such resources.

E. Nondiscrimination

No person with responsibilities in providing services or the operation of any activities under the Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs, or any other unlawful basis.

F. Public Information

All information regarding the incident shall be channeled through, or coordinated with the requesting party's designated emergency manager or coordinator.

5. Reimbursement for Costs and Expense

A. Personnel:

The responding party shall pay its personnel for work completed during a specified period of assistance according to the terms provided in applicable employment contracts or other conditions of employment. The responding party must keep accurate records of work performed by personnel during the specified period of assistance. If the parties have agreed to reimbursement for personnel, the requesting party shall reimburse the responding party for all personnel costs, including salaries, hourly wages, costs for fringe benefits, and indirect costs, as applicable.

B. Equipment:

If the parties have agreed to reimbursement for equipment, the requesting party shall reimburse the responding party for the use of its equipment during the period of assistance according to rates listed on the Colorado Resource Rate Form (CRRF). Rates for equipment not referenced on the CRRF Schedule of Equipment Rates shall be developed based on actual recovery of costs.

C. Materials and Supplies:

If the parties have agreed to reimbursement for materials and supplies, the requesting party shall reimburse the responding party for use of expendable or non-returnable materials and supplies, either by replacement in kind or at actual replacement cost, plus handling charges. The responding party shall not charge the requesting party for materials, supplies, and reusable items that are returned to the responding party in a clean, damage-free condition. Reusable supplies that are returned to the responding party with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment:

If the parties have agreed that the requesting party will reimburse the responding party, the responding party shall provide an itemized bill to the requesting party for all reimbursable expenses it incurred as a result of providing assistance under this Agreement. The responding party must send the itemized bill not later than ninety (90) days following the end of the period of assistance. The requesting party must pay the bill in full on or before the sixtieth (60) following the billing date.

6. Cooperation regarding cost reimbursement. The parties agree that they shall cooperate with one another in formulating applications for reimbursement to any Federal agency. The parties likewise agree that they shall cooperate with one another in fully documenting the nature, amount and costs of aid and assistance provided under the provisions of this Intergovernmental Agreement. Such cooperation shall include, but shall not be limited to compliance with the any Federal agency policies now in effect or subsequently adopted by such agency with regard reimbursement applications.

7. Insurance. The responding party shall maintain workers compensation coverage for its employees, automobile liability coverage for its vehicles and equipment and general liability, public official's liability, and law enforcement liability insurance, as applicable. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting party agrees to maintain adequate liability insurance under state law.

8. No Liability. A responding party providing aid pursuant to this Agreement shall not be liable to the requesting party for any act or omission done or caused by it or any of its officers, employees, agents or volunteers in good faith and within the scope of the request, for assistance, while so engaged. The requesting party agrees to release the responding party from liability for any and all claims, demands or causes of action accruing while the

responding party's personnel and equipment are working under the direction of the authorized representative of the requesting party, except to the extent such claims, demands or causes of action are the result of gross negligence or intentionally wrongful acts on the part of the responding party. Nothing herein is intended as a waiver of the privileges and protections of the Colorado Governmental Immunity Act, Colo. Rev. Stat. Sec. 24-10-101 *et seq.*

9. Recall of Personnel. The responding party reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time. The responding party will give the requesting party at least twenty-four (24) hours advance notice of its intent to withdraw those resources. If such notice is not practicable, the responding party will give the requesting party the most immediate and earliest possible notice of the recall.

10. Other Agreements. This Agreement is not intended to supplant or supersede pre-existing mutual aid agreements between the parties and third parties nor deny the right of any party hereto to negotiate supplemental mutual aid agreements with each-other or with third parties.

11. Modification/Termination. This Agreement may be updated, modified, revised or renegotiated at any time by written agreement signed by each party hereto, to accommodate changing conditions. Either party may terminate this Agreement for any reason upon not less than thirty (30) days written notice to the other party.

12. Notices. Whenever a notice is either required or permitted to be given under this Agreement, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by such party:

Pitkin County	Office of the County Manager 530 East Main Street, 3 rd Floor Aspen, CO 81611
Town of Basalt	Office of the Town Manager 101 Midland Ave Basalt, CO 81621
Town of Snowmass Village	Office of the Town Manager 130 Kearns Road Town of Snowmass Village, CO 81615
City of Aspen	Office of the City Manager 130 S. Galena St. Aspen, CO 81611

13. Governing Law. This Agreement shall be construed and enforced in with and governed by the laws of the State of Colorado, without giving effect to its conflicts of law provisions.

14. Waiver of Breach-Effect. No Waiver of any breach of any term of provision of this Agreement shall be construed to be, nor shall be, for any purpose, a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision. NO waiver shall be valid unless in writing and signed by the party waiving the breach.

15. No Third Party Beneficiary. The terms and conditions of this Agreement, and all rights of action relating thereto, are strictly reserved to the parties, and nothing in this Agreement shall give or allow any claim to right of cause of action whatsoever by any other person not a party to this Agreement. Any person and/or entity, other than the parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

16. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties will renegotiate any terms affected by the severance.

17. Non-appropriation. All obligations of each party hereunder are expressly contingent upon the annual appropriation of funds sufficient and intended to carry out the same by the governing body of such party, in its sole discretion.

18. Counterpart and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by facsimile copy. Facsimile signatures are binding on the parties as if they were originals.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date last set forth below.

Town of Basalt

By: _____

ATTEST: _____

Samela & Schelly



Basalt Town Clerk
Town of Snowmass Village

By: _____

ATTEST:

TOSV Town Clerk

City of Aspen

By: _____

ATTEST:

City of Aspen Clerk

COUNTY OF PITKIN

By: _____

ATTEST:

Clerk

Approved as to Form:

Attorney