

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY AND TOWN COUNCILS OF THE CITY OF ASPEN, TOWN OF
SNOWMASS VILLAGE, TOWN OF BASALT, AND THE TOWN OF CARBONDALE
REGARDING THE PROVISION OF MUTUAL COVERAGE FOR INSPECTION
SERVICES BETWEEN THE MUNICIPALITIES**

**Town of Basalt, Colorado
Resolution No. 35
Series of 2020**

RECITALS

- A. The Town of Basalt (the "Town") is a home-rule municipality. Section 1.3(C) of the Town Charter empowers the Town "enter into contracts or agreements with other governmental units or special districts for the use of building, equipment, or facilities, and for furnishing or receiving commodities or services and for other matters in the best interests of the Town" and to do so by resolution.
- B. The City of Aspen, Town of Snowmass Village, Town of Basalt, and Town of Carbondale (the "Municipalities") wish to enable each other to provide consistent, uninterrupted building inspection services to their respective citizens.
- C. The Intergovernmental Agreement between the Municipalities enclosed as **Exhibit A** (the "Inspection IGA") authorizes the respective jurisdictions to provide alternative inspection coverage in the event that one of the participating jurisdiction is unable to provide inspection services due to temporary or long-term adequate staffing.
- D. Accordingly, the Town Council wishes to approve the Inspection IGA set forth as **Exhibit A** to ensure uninterrupted building inspection services and believes doing so is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of Basalt, Colorado, that:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Inspection IGA. The Town Council hereby approves the Inspection IGA in substantially the same form as enclosed as **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor to execute the same. The Town Council authorizes that the Town Staff, at the direction of the Town Manager, to take such further actions as are necessary to implement the terms of the Inspection IGA.

READ AND ADOPTED by a vote of 7 to 0 this 22nd day of September, 2020.

TOWN OF BASALT, COLORADO

By: *William G. Kane*
William G. Kane, Mayor

ATTEST:

By: *Pamela K. Schilling*
Pamela K. Schilling, Town Clerk



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THE CITY AND TOWN COUNCILS OF
THE CITY OF ASPEN, TOWN OF SNOWMASS VILLAGE, TOWN OF
BASALT, AND THE TOWN OF CARBONDALE REGARDING THE
PROVISION OF MUTUAL COVERAGE FOR INSPECTION SERVICES
BETWEEN THE MUNICIPALITIES**

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2020 by and between the municipalities of the Town of Carbondale, the Town of Basalt, the Town of Snowmass Village, and the City of Aspen (collectively the "Parties" and individually a "Party").

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Purpose.

The purpose of this Intergovernmental Agreement is to enable the Parties to provide consistent, uninterrupted inspection services to the citizens of the above-mentioned municipalities. This Intergovernmental Agreement is designed and intended to:

- Provide alternative inspection coverage in the event that one of the participating jurisdictions is unable to provide inspection services due to temporary or long-term adequate staffing.

Financial Reconciliation

Any expenses that will cause an unforeseen financial burden or incur a cost impact on the IGA participants must be agreed upon and receive prior written approval to proceed from the participating Parties.

The jurisdiction providing the inspection coverage shall invoice the jurisdiction receiving inspection coverage directly on a per inspection basis at \$75/inspection.

Effective Date, Modification, Annual Renewal, and Termination of this Agreement

This agreement shall become effective _____, 2020. It is agreed that the Parties shall re-evaluate the terms of this agreement at the end of each calendar year to determine if

changes need to be made. This agreement shall automatically be renewed, if changes are not made, for successive one-year periods thereafter. Any Party hereto may modify any part of this Intergovernmental Agreement for any reason with the written agreement of the other Parties or terminate all or part of this agreement with 90 days written notice.

Notices.

Any formal notice, demand or request provided for in this Intergovernmental Agreement shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid to:

City of Aspen, Colorado
c/o City Manager
130 South Galena Street
Aspen, Colorado 81611

Town of Snowmass Village, Colorado
c/o Town Manager
PO Box 5010
Snowmass Village, Colorado 81615

Town of Basalt, Colorado
c/o Town Manager
101 Midland Avenue
Basalt, Colorado 81621

Town of Carbondale, Colorado
c/o Town Manager
511 Colorado Avenue
Carbondale, Colorado 81623

[signatures on following page]

APPROVED by the City Council of the City of Aspen on the ____ day of _____, 2020.

ATTEST:

CITY COUNCIL:

Nicole Henning, City Clerk

Torre, Mayor

Date: _____

APPROVED by the Town Council of the Town of Snowmass Village on the ____ day of _____, 2020.

ATTEST:

TOWN COUNCIL

Rhonda Coxon, Town Clerk

Markey Butler, Mayor

Date: _____

APPROVED by the Town Council of the Town of Basalt on the ____ day of _____, 2020.

ATTEST:

TOWN COUNCIL

Pam Schilling, Town Clerk

William Kane, Mayor

Date: _____

APPROVED by the Board of Trustees of the Town of Carbondale on the ____ day of _____, 2020.

ATTEST:

TOWN COUNCIL

Kathy Derby, Town Clerk

Dan Richardson, Mayor

Date: _____

MANAGER APPROVAL:

Sara Ott, City Manager
City of Aspen

Clint Kinney, Town Manager
Town of Snowmass Village

Ryan Mahoney, Town Manager
Town of Basalt

Jay Harrington, Town Manager
Town of Carbondale

APPROVED AS TO FORM:

John Ely, County Attorney

James R. True, City Attorney

John Dresser, Town Attorney

Mark Hamilton, Town Attorney