

INTERGOVERNMENTAL AGREEMENT

Amended and Re-Adopted this
_____ day of _____, _____

This Intergovernmental Agreement is made and entered into this _____ day of _____, _____, by, between, and among the City of Aspen by and through its City Council (hereinafter “Aspen”), the County of Pitkin by and through its Board of County Commissioners (hereinafter “Pitkin County”), the County of Eagle by and through its Board of County Commissioners (hereinafter “Eagle County”), the City of Glenwood Springs by and through its City Council (hereinafter “Glenwood Springs”), the Town of Snowmass Village by and through its Town Council (hereinafter “Snowmass Village”), the Town of Basalt by and through its ~~Board of Trustees~~Town Council (hereinafter “Basalt”), and the Town of Carbondale by and through its ~~Town Council~~Board of Trustees (hereinafter “Carbondale”).

WITNESSETH:

WHEREAS, each of the parties to this Agreement has the authority or responsibility for providing water, power or recreation to the residents within the respective jurisdiction of each, and

WHEREAS, each of the parties has the authority or responsibility for protecting the quality of the environmental resources within their respective jurisdictions on behalf of the residents thereof, and

WHEREAS, each of the parties ~~has the responsibility and interest~~for supports keeping local water resources free of invasive species, and

WHEREAS, the fulfillment of these responsibilities depends on the free flow of information and mutual discussion between and among the governmental jurisdictions in the Roaring Fork River watershed, and

WHEREAS, these responsibilities can be accomplished through the coordinated and mutually supportive action of a consortium of local governments joined under appropriate statutory authority to address water, power, recreational, environmental and related land use issues, and

WHEREAS, these responsibilities can best be accomplished with respect to Ruedi Reservoir, which is the major water supply and recreational reservoir within the Roaring Fork River watershed and situated in Eagle and Pitkin Counties, and other local water resources by the creation of a water and power authority pursuant to an intergovernmental agreement as authorized in Section 29-1-201, et seq. C.R.S. 1998, as amended (“IGA Statute”).

NOW, THEREFORE, the parties hereby agree as follows:

1. Ruedi Water and Power Authority

- a. Creation and Purpose. The parties hereby create the Ruedi Water and Power Authority (hereinafter “the Authority”) pursuant to the IGA Statute and specifically the provisions of C.R.S. sec. 29-1-203 and 203.5, which sections shall apply to the Authority as a separate legal entity. The purposes of the Authority shall include the following:

- (1) To promote, sponsor, manage and direct research on issues pertaining to the protection, improvement, management, development and use of the water resources of the Roaring Fork River and its tributaries, ~~including, without limitation, the Crystal and Fryingpan Rivers.~~
- (2) To support and preserve the water resources, systems, and facilities of the Roaring Fork River watershed for the production, transmission and sale of hydroelectric power.
- (3) To sell, lease or otherwise allocate water supply held by the Authority under contract with the U.S. Bureau of Reclamation to the maximum extent permitted by law.
- (4) To support, direct, and guide the development, management, and operations of Ruedi Reservoir on behalf of and for the benefit of the Roaring Fork River watershed and the residents of the parties' jurisdictions.
- (5) To provide a unified voice for the communities of the Roaring Fork River watershed on issues pertaining to the management and use of the water resources of the Roaring Fork River and its tributaries, including, without limitation, the Crystal and Fryingpan Rivers. Further; and to communicate the interests, priorities, issues, concerns and requirements of the communities of the Roaring Fork River watershed to the U.S. Bureau of Reclamation, the U.S. Fish and Wildlife Service, the State of Colorado, the Colorado River Water Conservation District, Colorado River Basin Roundtable, and/or any other appropriate agencies and authorities.

(6) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.

(7) To facilitate communication and cooperation between and among the communities, governments, interest groups and businesses of the Roaring Fork River watershed on issues pertaining to the protection, improvement, management and use of the water resources of the Roaring Fork River and its tributaries including, without limitation, the Crystal and Fryingpan Rivers.

(8) To provide comment, make recommendations or to endorse zoning or land use plans or decisions as they pertain to the water resources of the Roaring Fork River watershed. ~~without controlling or usurping the zoning or land use authority of any of the parties to this Agreement. It is expressly recognized by the parties hereto that nothing in this Agreement is intended to exercise any control whatsoever over zoning or land use planning in place of statutory authority over zoning and land use possessed and exercised by the parties. Nothing in this Agreement shall affect a delegation of any of these powers or duties of the contracting parties with regard to the subjects of zoning and land use.~~

- b. Authority and Powers. The Authority shall have all the power necessary and proper to carry out the purposes for which it is

established pursuant to Section 1.ab above and the IGA Statute ~~and including the~~ specific sections thereof referenced above to the fullest extent permitted by law, including, but not limited to, the following:

- (1) To promote, sponsor, manage, plan and direct research on issues pertaining to the protection, improvement, management, development, and use of the water resources of the Roaring Fork River and its tributaries, ~~including, without limitation, the Crystal and Fryingpan Rivers.~~
- (2) To assist, support, advise, and consult with the parties hereto or with other parties or agencies expressly approved by the parties hereto on issues of river or reservoir management, water diversion, water storage, recreational resources, water quality, riverbed stability, invasive species, hydropower development or other issues connected with the management and use of water resources of the Roaring Fork watershed.
- (3) To manage the invasive species protection program and any other threats to the integrity of the water resources at ~~at~~ Ruedi Reservoir.
- (4) To develop water resources, systems, or facilities in whole or in part for the benefit of the watershed and its inhabitants, at the discretion of the Board of Directors, subject to fulfilling any conditions or requirements set forth in this Agreement;
- (5) To develop electric energy resources and to produce or transmit electric energy in whole or in part for the benefit of the inhabitants of the contracting parties;
- (6) To ~~advocate provide~~ for the rehabilitation of any services adversely affected by the construction of pipelines, facilities, or systems

through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

- (7) To act as a legislative appointee to the Colorado River Basin Roundtable, at the joint pleasure of the Chairs of the Senate Agriculture, Natural Resources, and Energy Committee, and the House Agriculture, Livestock, and Natural Resources Committee.
- (8) To make or enter into contracts.
- (9) To employ agents and employees.
- (10) To acquire, construct, manage, maintain, or operate water or electric energy systems, facilities, works or improvements or any interest therein.
- (11) To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any real or personal property, commodity, or service.
- (12) To incur debts, liabilities, or obligations.
- (13) To sue and be sued in its own name.
- (14) To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the entity.
- (15) To adopt Bylaws by Resolution respecting the exercise of its power and the carrying out of its purposes, provided that any Bylaws shall require the unanimous approval of all parties to be effective.
- (16) To exercise any other powers which are essential to the provision of functions, services, or facilities by the entity and which are specified in the contract.

(17) To do and perform any acts and things authorized by this Agreement, through, or by means of an agent or by contracts with any person, firm, or corporation.

2. Operation and Management

- a. General. The Authority shall be operated and managed for the benefit of the watershed and its inhabitants as directed by the parties to this Agreement.
- b. Board of Directors. The governing body of the Authority shall be the Board of Directors (hereinafter the “Board”). The Board shall be comprised solely of elected officials who are serving on the governmental bodies of the parties to this Agreement. Each of the parties shall appoint one (1) Director to the Board and one (1) Alternate who shall also be an elected official of the appointing party, who shall serve at least a one-year term. The Directors in turn shall elect from their members a Chair, Vice-Chair, and Secretary or other officer of the Board, who shall each serve at least a one-year term. Compensation of Directors, if any, shall be determined and paid by each party to this Agreement for its own Director. Should a Director not be able to attend a meeting of the Board, the Alternate can serve in their place and with their authority. Should a vacancy arise on the Board, the party whose directorship becomes vacant shall appoint a replacement to complete the vacated term. The Board shall meet at least annually to conduct the business of the Authority and at such other times as the Board may direct or pursuant to the Bylaws. A majority of the Directors shall constitute a quorum, and, except as

otherwise provided in this Agreement, the vote of a majority of the quorum shall be necessary to take action. Each member of the Board shall be entitled to one vote.

- c. Officers. The Board of Directors may appoint such officers and employees of the Authority as it deems necessary for the efficient operation of the Authority. Such officers and employees may include, but are not necessarily limited to, an Executive Director. The duties of the officers and any employees shall be established by the Board and set forth in the Authority's bylaws and/or in contractual form.

3. Funding and Sharing of Surplus Revenues and Operating Deficits

Funding of the Authority's normal activities and operations will be provided by equal contributions from the members or otherwise as may be adopted by resolution of the Board. The budget for each year will be determined at such time to allow for incorporation of member contributions into the subsequent annual budget of each member. Timely and complete contributions towards annual operating budgets will be a condition of membership.

Payment for Services

Upon the unanimous consent of all parties hereto, the Board of Directors is authorized to establish an annual amount to be paid by each party as a condition of continuing membership. The purpose of such payment shall be to support the mission and services acknowledged herein and to provide a source of operating funds to the Authority. Payment shall be subject to annual appropriation by each of the parties to this Agreement, and each party shall have no obligation to continue this Agreement in any fiscal year in which no appropriation is made.

Distribution of surplus revenues will be determined by the Board annually during budget discussions. The bonds, notes, and other obligations of the Authority shall under no circumstances be the debts, liabilities or obligations of the parties to this Agreement. Any party may, however, subject to any limitation provided by law, contribute to any operating deficit of the Authority. Such contribution shall become a debt of the Authority which must be repaid from available funds. The Authority's operating revenues shall be applied in the following priorities:

- (1) First to pay all costs or expenses which have been incurred by any party to this Agreement in furtherance of the Authority's activities and which have been approved by the Board for payment.
- (2) To repay any contributions by the parties hereto to operating deficits.
- (3) To pay all other costs or expenses incurred by the Authority.

4. Contracts

The Authority may only enter into contracts by resolution of the Board duly adopted by a majority of the quorum present at an official meeting of the Board.

5. Bonds, Notes or other Obligations.

a. To carry out the purposes set forth in this Agreement, the Authority is authorized to issue bonds, notes or other obligations payable solely from the revenues derived from the function, service, system, or facility, or the combined functions, services, systems, or facilities of the Authority subject at all times to the unanimous approval of all parties. The terms, conditions and details of said bonds, notes and other obligations, the procedures relating thereto, and the refunding thereof, shall be set forth in the resolution authorizing said bonds, notes or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S. 2018 relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited, and except that said bonds, notes and other obligations may be sold at public and private sale. Bonds, notes or other obligations issued under this paragraph shall not constitute an indebtedness of the Authority or of any party hereto within the meaning of any constitutional and statutory limitation or other provision. Each bond, note, or other obligation issued under this paragraph shall recite in substance that said bond, note or other obligation, including the interest thereon, is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note or other obligation does not constitute a debt of the Authority or of any party hereto within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this paragraph to the contrary, such bonds, notes and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall

- bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors of the Authority.
- b. The resolution, trust indenture, or other security agreement under which any bonds, notes or other obligations are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, fund, rights or properties of the Authority. The bonds, notes and other obligations of the Authority and the income therefrom shall be exempt from taxation by this State, except inheritance, estate, and transfer taxes.

6. Addition or Withdrawal of Parties

- a. Any governmental entity may join this Agreement on such terms and conditions as may be agreed upon by all other parties. No such entity may be added, however, without unanimous approval of the parties to this Agreement.
- b. Any party may withdraw from this Agreement on its own initiative upon written notice to the Board. The benefits, obligations and rights of the withdrawing party shall be reasonably determined by resolution of the Board upon notice of withdrawal in accordance with this Agreement other adopted policies. This Agreement shall remain in full force and effect, notwithstanding any such withdrawal, among the remaining parties.

7. Payment for Services

~~Upon the unanimous consent of all parties hereto, the Board of Directors is authorized to establish an annual amount to be paid by each party as a condition of continuing membership. The purpose of such payment shall be to support the mission and services acknowledged herein and to provide a source of operating funds to the Authority. Payment shall be subject to annual appropriation by each of the parties to this Agreement, and each party shall have no obligation to continue this Agreement in any fiscal year in which no appropriation is made.~~

8. Term of this Agreement

This Agreement shall remain in full force and effect until rescinded by unanimous vote of the Board and ratification of the rescission by all parties. Failure of a party to act on a rescission vote by the Board within sixty (60) days of the receipt of written notice by such party shall constitute a ratification of that vote.

9. Amendment

This Agreement may be amended by unanimous agreement of all the parties to the Agreement. Notwithstanding the foregoing, this Agreement may not be rescinded during the term of any bonds, notes, or other obligations of the Authority, unless provision for full payment of such obligations, by escrow, other otherwise, has been made pursuant to the terms of such obligations.

10. Parties May Deal with Authority

Each party to this Agreement may deal with the Authority in the same manner as any individual or separate entity for the acquisition of water, power, or on any other matter for which the Authority is authorized to act.

11. Prior Agreement

Execution of this Agreement by all of the parties shall operate to supersede and replace any Intergovernmental Agreement previously entered into by the parties, establishing, governing and regulating the Ruedi Water and Power Authority.

IN WITNESS WHEREOF the undersigned set forth their hand as follows:

For the Ruedi Water and Power Authority

Chair, Ruedi Water and Power Authority

Date

Approved as to Form:

Attorney for the Ruedi Water and Power Authority

Date

Witness:

Executive Director, Ruedi Water and Power Authority

Date

For Eagle County

Chairman, Eagle County Board of Commissioners

Date

Approved as to Form:

Eagle County Attorney

Date

For Pitkin County

Chairman, Pitkin County Board of Commissioners

Date

Approved as to Form:

Pitkin County Attorney

Date

For the City of Aspen

Mayor, City of Aspen

Date

Approved as to Form:

Aspen City Attorney

Date

For the Town of Snowmass Village

Mayor, Town of Snowmass Village

Date

Approved as to Form:

Snowmass Village Town Attorney

Date

For the Town of Basalt

Mayor, Town of Basalt

Date

Approved as to Form:

Basalt Town Attorney

Date

For the Town of Carbondale

Mayor, Town of Carbondale

Date

Approved as to Form:

Carbondale Town Attorney

Date

For the City of Glenwood Springs

Mayor, City of Glenwood Springs

Date

Approved as to Form:

Glenwood Springs City Attorney

Date