



**MEETING OF THE CITY COUNCIL**

**City Council Chambers**

**448 East 1<sup>st</sup> Street, Room 190**

**City of Salida, Colorado**

**Tuesday, February 15, 2011, 6:00 p.m.**

*The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.*

- I. MEETING CALLED TO ORDER**
- II. PLEDGE OF ALLEGIANCE** – Led by Mayor Charles Rose
- III. ROLL CALL**
- IV. CITIZEN PARTICIPATION** – 3 minute time limit
- V. PRESENTATION** –
- VI. SCHEDULED ITEMS**
  - 1. Consent Agenda** (Janella Martinez) **Section 1**
    - a. Approval of Agenda
    - b. Approval of Minutes: January 25, 2011
    - c. City Property use -
      - 1. Tenderfoot Cancer Climb
  - 2. Mutual Aid Agreement for Northern Saguache Fire Protection District** – **Section 2**  
(Don Taylor)  
Resolution 2011-14 approving a Mutual Aid Agreement between the City and Northern Saguache Fire Protection District.
  - 3. Mutual Aid Agreement for NorthWest Fire District** - (Don Taylor) **Section 3**  
Resolution 2011- 15 approving a Mutual Aid agreement between the City and the Northwest Fire Protection District.
  - 4. Geothermal Grant for Poncha Hot Springs** – (Jack Lewis) **Section 4**  
Resolution 2011-16 approving the Purchase Order Agreement between the City of Salida and the Governor’s Energy Office regarding grant funding for geothermal exploration at the Poncha Hot Springs.

*The order of agenda items listed above are approximate and intended as a guideline for the City Council. Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk, 448 E. 1<sup>st</sup> Street, Ste. 112, Salida, CO 81201, 719-539-2311 at least 48 hours in advance.*

**5. Administrator/City Attorney/Deputy City Clerk**

- a. Administrator's Report – Jack Lewis
- b. City Attorney Report – Karp, Neu, Hanlon, PC
- c. Deputy City Clerk Report – Janelle Martinez

**6. Elected Official Reports**

- a. City Treasurer – Eileen Rogers
- b. Mayor – Charles Rose
- c. City Council- Keith Baker, Scott Damman, Jim McCormick, Jay Moore, Steven Stewart, and Tom Yerkey.

**VII. EXECUTIVE SESSION –**

1. For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b):

**AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: For legal advice.**

**VIII. ADJOURN –**

[SEAL]

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



CITY COUNCIL AGENDA ITEM

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MEETING DATE: February 15, 2011  
AGENDA ITEM TITLE: Consent Agenda Items  
PRESENTED BY: Janella Martinez, Deputy City Clerk  
AGENDA SECTION: Scheduled Items

REQUESTS:

- a. Approval of Agenda
- b. Approval of Minutes: January 25, 2011
- c. City Property use request -
  - 1.) The American Cancer Society is requesting to hold the **Tenderfoot Cancer Climb** a fundraiser for the American Cancer Society Marathon/Half Marathon on April 30<sup>th</sup>, 2011 from 8:00 a.m. to 1:00 p.m.

BACKGROUND:

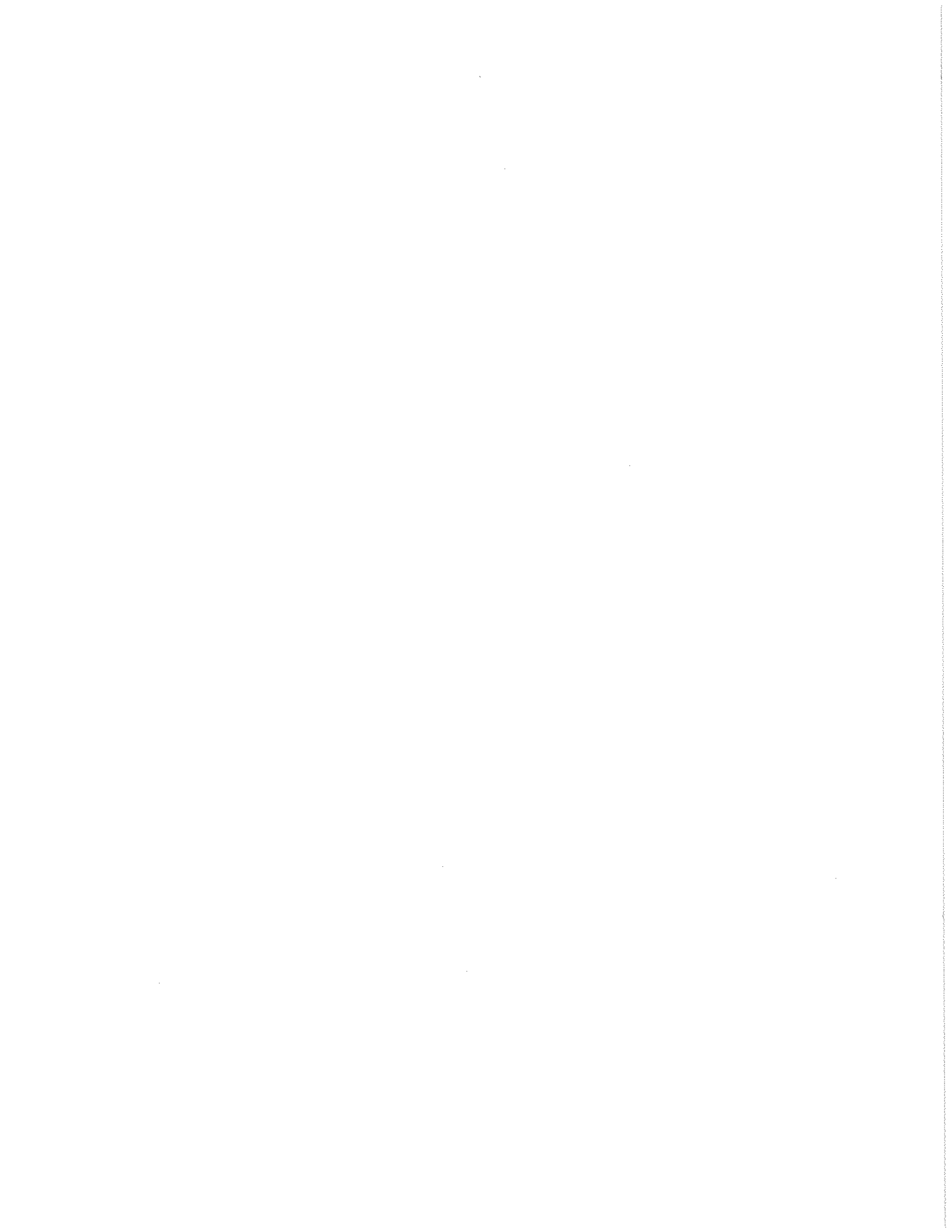
Dan Higgins, Tenderfoot Cancer Climb event Chair, is requesting to hold a fundraiser for the American Cancer Society on April 30<sup>th</sup>, 2011 from 8:00 a.m. to 1:00 p.m. This event will start at Riverside Park with a hike up Tenderfoot Mountain and back to Riverside Park. The city will require insurance for this event. This request includes an amplified sound permit from 8:00 a.m. to 1:00 p.m. No street closures are requested.

ACTION:

If Council wishes to approve the items on the consent agenda;

A Council member should make a motion to combine and approve the items on the consent agenda.

Followed by a second, and then a simple voice vote.





## *Climb to Conquer Cancer*

11/18/2010

Greetings honorable Mayor and Council members:

The American Cancer Society has been an active member of Salida, Buena Vista and Chaffee County for many years, offering services and support to those battling cancer as well as lifesaving cancer information to the community. We continue our mission of eliminating cancer thanks to the help of generous volunteers and dedicated staff.

The American Cancer Society Tenderfoot Climb to Conquer Cancer is a community event in every sense of the word. It is a chance for the community to come together to celebrate those who have faced cancer, remember those lost and empower everyone to fight back. Being a Climb to Conquer Cancer volunteer means making life better for cancer survivors, patients and their families.

The American Cancer Society needs your help now. Plans are under way for the third annual fundraiser Tenderfoot Climb to Conquer Cancer, which was preceded by eight years of Relay for Life. The Tenderfoot Climb to Conquer Cancer which will (with your approval) be held April 30, 2011 starting at Riverside Park helps to support cutting-edge cancer research, provide free transportation to hospitals, prevent youth smoking, publishes life saving literature and develops a new generation of weapons to fight cancer.

Now is the time for individuals, families, organizations, schools, religious groups, corporations and small businesses to build a team and join in our fight to reduce the burden of cancer across America.

Please accept our proposal as requested in the attached permit. Thank you all for your time and service to our community!

Sincerely,  
Dan Higgins  
Tenderfoot Cancer Climb event chair  
530-0277  
539-3518



2/2/11  
JSM

### Events Check List for City of Salida Departments

Event Name: Tenderfoot Cancer Climb Date of event: 4/30/2011  
Event Sponsor: American Cancer Society Event location: Riverside Park/ Tenderfoot Mountain/Salida Mountain Trails  
Contact Person: Dan Higgins Phone number: 539-5715 Email address: daniel.higgins@atmosenergy.com

**Deputy City Clerk:**  
Do we need a meeting? Yes  No  Do you recommend approval? Yes  No

Comments:

Signed: Janella A. Marty  
Date: 2/8/11

**Police Department:**  
Do we need a meeting? Yes  No  Do you recommend approval? Yes  No

Comments:

Signed: Tony Clark  
Date: 2-4-2011

**Public Works Department:**  
Do we need a meeting? Yes  No  Do you recommend approval? Yes  No

Comments:

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**Fire Department:**  
Do we need a meeting? Yes  No  Do you recommend approval? Yes  No

Comments:

Signed: [Signature]  
Date: 2/1/11

**Recreation Director:**  
Do we need a meeting? Yes  No  Do you recommend approval? Yes  No

Comments:

Signed: Ashley Kontz  
Date: 1/17/2011

**Event Coordinator:**  
Does your request include any of the following items? Please check all that apply.  
Food  Merchandise  Alcohol  Amplified Sound  Street closures  Electricity

Comments:

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

- Cover Letter
- Insurance Certificate
- Security Deposit
- Payment

**City Administrator:** \_\_\_\_\_  
Date: \_\_\_\_\_



Events Check List for City of Salida Departments

Event Name: Bike Trials Event Date of event: 4/16/2011
Event Sponsor: Chris Hertrich Event location: Riverside Park
Contact Person: Chris Hertrich Phone number: 239-1234 Email address: chris.hertrich@state.co.us

Deputy City Clerk:

Do we need a meeting? Yes No Do you recommend approval? Yes No

Comments:

Signed:
Date:

Police Department:

Do we need a meeting? Yes No Do you recommend approval? Yes No

Comments:

Signed:
Date:

Public Works Department:

Do we need a meeting? Yes No Do you recommend approval? Yes No

Comments:

Signed: [Signature]
Date: 1-31-11

Fire Department:

Do we need a meeting? Yes No Do you recommend approval? Yes No

Comments:

Signed:
Date:

Recreation Director:

Do we need a meeting? Yes No \* Do you recommend approval? Yes \* No

Comments:

Signed: Ashley Kontz
Date: 1/17/2011

Event Coordinator:

Does your request include any of the following items? Please check all that apply.

Food Merchandise Alcohol Amplified Sound Street closures Electricity

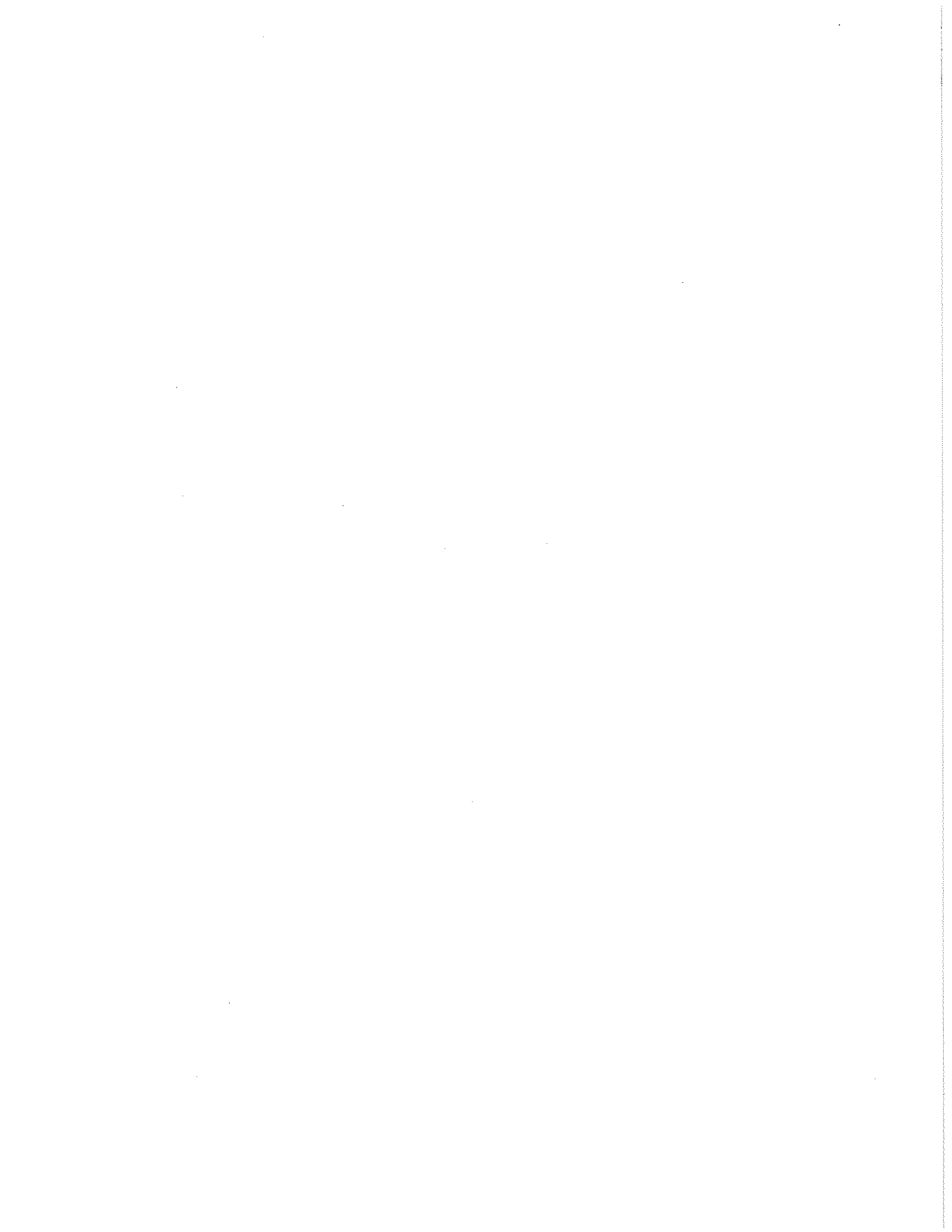
Comments:

Signed:
Date:

Proposed pre-event meeting date (if needed):

- Cover Letter
Insurance Certificate
Security Deposit
Payment

City Administrator:
Date:







CITY OF SALIDA

CITY COUNCIL AGENDA ITEM

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MEETING DATE: February 15, 2011

AGENDA ITEM TITLE: Mutual Aid Agreement: Northern Saguache FPD

RESOLUTION 2011-14 A RESOLUTION OF THE CITY COUNCIL OF SALIDA, COLORADO APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY AND NORTHERN SAGUACHE FIRE PROTECTION DISTRICT.

PRESENTED BY: Don Taylor, Fire Chief

AGENDA SECTION: Scheduled Items

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND REVIEW:

Jurisdictions across the United States utilize mutual aid assistance in the event of a large scale incident or disaster. After the regional emergency management exercise held in June of 2010, one of the areas of concern was the development of formal mutual aid agreements with agencies outside of Chaffee County. The agencies would typically not be affected by a local disaster and could provide assistance when Chaffee County agencies would likely be affected by the incident and unable to assist.

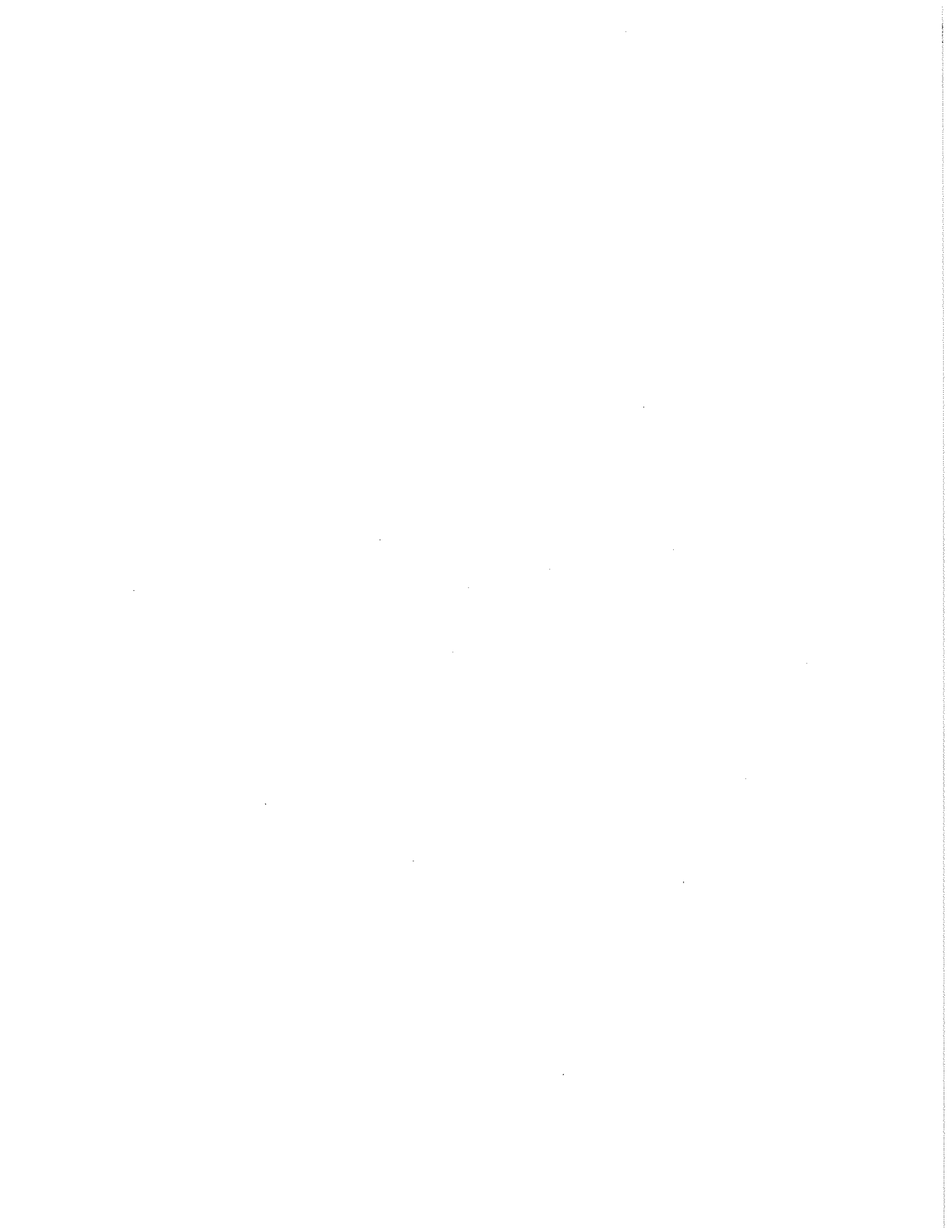
The mutual aid agreement is the same template utilized for agreements with agencies within Chaffee County and western Fremont County.

I am requesting the Council to approve the resolution and authorize the Mayor to execute the agreement on behalf of the city.

ACTION:

A council member makes a motion to approve RESOLUTION 2011-~~14~~ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY AND NORTHERN SAGUACHE FIRE PROTECTION DISTRICT.

Followed by a second and a roll call vote.



**RESOLUTION NO. 14**  
**(Series 2011)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SALIDA, COLORADO, APPROVING A MUTUAL AID  
AGREEMENT BETWEEN THE CITY AND NORTHERN  
SAGUACHE FIRE PROTECTION DISTRICT.**

**WHEREAS**, Intergovernmental/Interagency agreements to provide functions or services including the sharing of costs of such services or functions, by political subdivisions of the state of Colorado are specifically authorized by section 29-1-203 C.R.S. (1986); and

**WHEREAS**, it would serve the public welfare and be in the best interest of all of the parties to this agreement to participate in a mutual aid agreement as emergencies arise in one or another jurisdiction of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

**WHEREAS**, this mutual aid agreement addresses the term of response, responsibility of the parties, provides for pursuit of legal reimbursement and the ability to terminate this agreement within 30 days should the City determine it is not in its best interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT IT APPROVES THE ENCLOSED MUTUAL AID AGREEMENT AND AUTHORIZES THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY**

**RESOLVED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of February, 2011

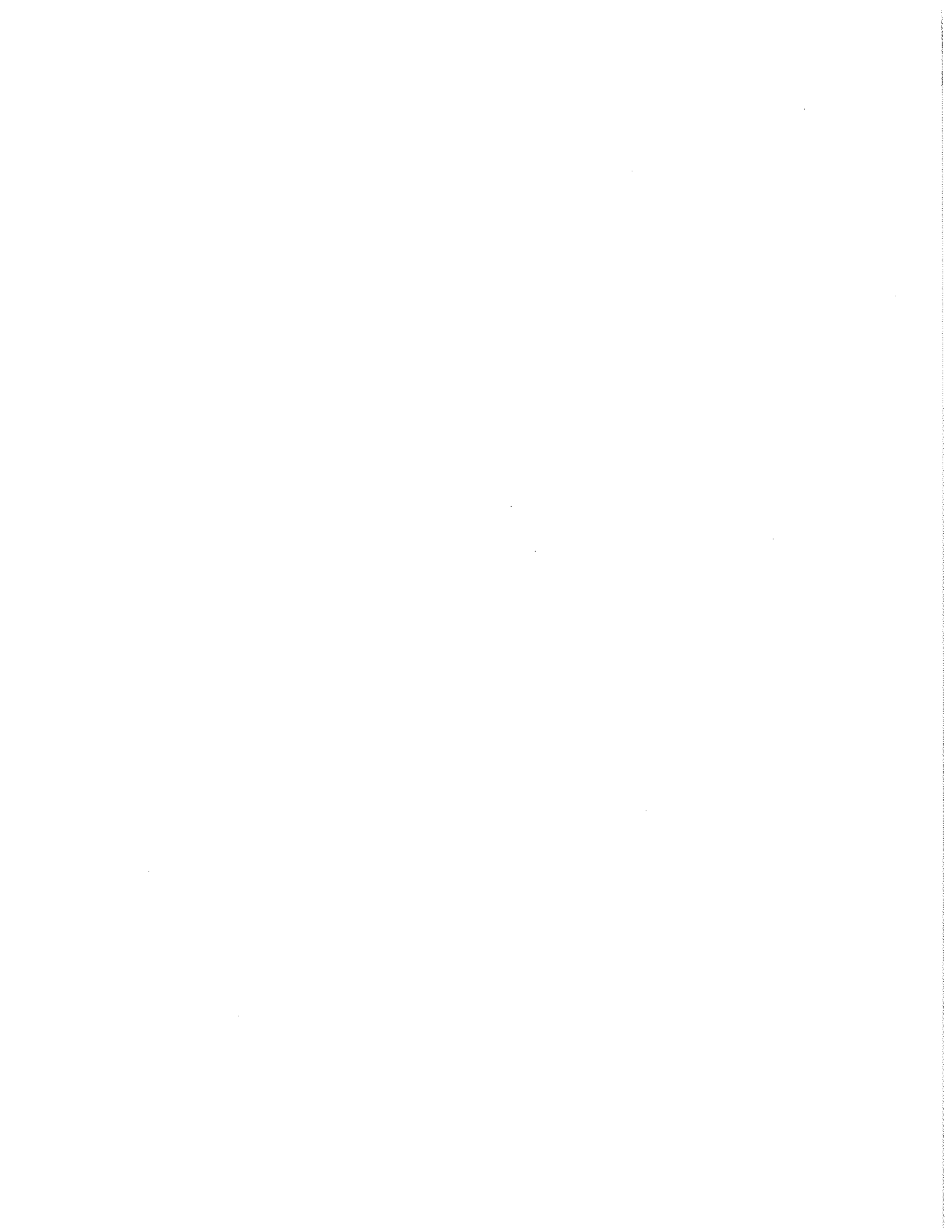
CITY OF SALIDA

By: \_\_\_\_\_  
Charles Rose, Mayor

[SEAL]

Attest:

\_\_\_\_\_  
Betty Schwitzer, City Clerk



**INTERAGENCY AGREEMENT FOR  
MUTUAL AID BETWEEN FIRE DEPARTMENTS**

THIS AGREEMENT entered by and between the organized Governmental entities and Fire Departments whose signatures are affixed hereto:

WITNESSETH THAT:

WHEREAS, intergovernmental/interagency agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203 C.R.S. (1986); and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain, and operate firefighting and other emergency services; and

WHEREAS, each of the parties hereto maintain emergency equipment; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the parties; and

WHEREAS, the following definitions shall apply for the application of this agreement:

- Automatic Aid: Request for additional assistance being automatically requested upon initial dispatch and pre-arranged agreements.
- Mutual Aid: Request for additional assistance being dispatched only upon the request of the receiving jurisdiction in accordance with this Interagency Agreement for Mutual Aid between Fire Departments.

NOW THEREFORE, IT IS MUTUALLY AGREED by each of the parties as follows:

1. Provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, are incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this agreement.
2. It is understood and agreed that this Agreement would provide for the joint exercise by the parties of the function or service provided herein, but would not establish a separate legal entity to do so, nor would it constitute any party as a agent of any other party for any purpose whatsoever. This agreement shall provide only for sharing of in-kind services and costs by the parties toward the establishment of a common mutual goal.
3. For and in consideration of the promises of each participating party set forth, each agrees with each of the others that in the event there are fires or other emergencies in the territory served by one party which are beyond the control of the Fire Department of that party; whether because of use of its equipment at other places, or whether because of the intensity of the emergency or otherwise, each agrees, subject to the limitations set forth, to aid and assist the other, by causing and permitting their fire department and its equipment to be used in responding to emergencies in the territorial area of any of the others, and the need for such aid and assistance shall be determined by the Fire Department requesting assistance, subject however to the following limitations:
  - a. Any of the agreeing parties shall be excused from making its equipment or service available to any of the other, in the event of the need of the emergency equipment or need of the personnel of such party, or in the event that the terms of the article seven apply, which decision of availability shall be made by the Fire Department requested to give mutual aid, in the exercise of its sole discretion, which decision shall be final and conclusive.
  - b. It is understood and agreed that each party's performance shall be subject to appropriation of funds by its City Council or other legislative body, and payment of such funds into the treasury of such party.
  - c. Mutual aid response by any party beyond the political boundary of the responding party is hereby deemed to be approved by the respective Executive and Legislative governing bodies and Fire Chiefs of the parties.
4. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under Article 9.
5. The extent of the mutual aid period, (as measured from the time of dispatch for request of mutual aid) will be 8 hours unless extended by an additional agreement between parties.
6. Each party waives all claims and causes of action against all of the other parties for compensation (except as set forth in Article 9, below), damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement.
7. Each party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree

necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which party is organized. No party shall expect any other to respond to emergency calls where emergency arises due to a failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the parties' respective jurisdictions.

8. Each party agrees to allow any other municipal or quasi-municipal fire department to join in this Mutual Aid Agreement after formal approval by its governing body and notification of such action to each of the other parties to this Agreement. Each party shall execute such amendments, as may be necessary in the future to accommodate the joining of new parties to the Agreement, without change of any other terms or conditions of the Agreement.
9. Each party agrees that, for each call occurring within its jurisdiction, for which it has requested mutual aid; it will reasonably pursue any and all legal reimbursement possible, pursuant to state or federal laws, including but not limited to reimbursement for hazardous materials incidents, occurring within its jurisdiction, on behalf of all parties responding and, upon full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved incident.
10. Nothing contained in this Agreement, and not performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' Compensation coverage shall be structured in C.R.S. 29-5-109.
11. It is understood and agreed by all parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
12. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various parties and the ordinances and regulations enacted pursuant thereto.
13. It is agreed by all parties that the National Incident Management System (NIMS) will be utilized and applied to ensure the safety and organizational efficiency of personnel.
14. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties.

15. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
16. Any party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to each of the others.
17. This agreement shall be executed in (# of parties) counterparts, each of which shall be deemed to be an original of this agreement.
18. Various parties to this Agreement may be parties to previously existing Mutual Aid Agreements, which are more detailed and specific than this Agreement. In such an event, any pre-existing Mutual Aid Agreements and the terms thereof, between any of these parties shall be considered the primary agreement between those parties and shall have priority over this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on this 10<sup>th</sup> day of JAN, 2011

Buena Vista Volunteer Fire Department: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Chaffee County Fire Protection District: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

City of Salida: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

South Arkansas Fire Protection District: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Northern Saguache County Fire Protection District: 11/10/2011 by Wesley S. Moore, District Chief  
(Name) (Title)

DT 1/10/2011





CITY OF SALIDA

CITY COUNCIL AGENDA ITEM

MEETING DATE: February 15, 2011

AGENDA ITEM TITLE: Mutual Aid Agreement: NorthWest FPD

RESOLUTION 2011-15 A RESOLUTION OF THE CITY COUNCIL OF SALIDA, COLORADO APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY AND NORTHWEST FIRE PROTECTION DISTRICT.

PRESENTED BY: Don Taylor, Fire Chief

AGENDA SECTION: Scheduled Items

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND REVIEW:

Jurisdictions across the United States utilize mutual aid assistance in the event of a large scale incident or disaster. After the regional emergency management exercise held in June of 2010, one of the areas of concern was the development of formal mutual aid agreements with agencies outside of Chaffee County. The agencies would typically not be affected by a local disaster and could provide assistance when Chaffee County agencies would likely be affected by the incident and unable to assist.

The mutual aid agreement is the same template utilized for agreements with agencies within Chaffee County and western Fremont County.

I am requesting the Council to approve the resolution and authorize the Mayor to execute the agreement on behalf of the city.

ACTION:

A council member makes a motion to approve RESOLUTION 2011-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY AND NORTHWEST FIRE PROTECTION DISTRICT.

Followed by a second and a roll call vote.



**RESOLUTION NO. 15**  
**(Series 2011)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SALIDA, COLORADO, APPROVING A MUTUAL AID  
AGREEMENT BETWEEN THE CITY AND NORTHWEST FIRE  
PROTECTION DISTRICT.**

**WHEREAS**, Intergovernmental/Interagency agreements to provide functions or services including the sharing of costs of such services or functions, by political subdivisions of the state of Colorado are specifically authorized by section 29-1-203 C.R.S. (1986); and

**WHEREAS**, it would serve the public welfare and be in the best interest of all of the parties to this agreement to participate in a mutual aid agreement as emergencies arise in one or another jurisdiction of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

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**RESOLVED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_,  
2011

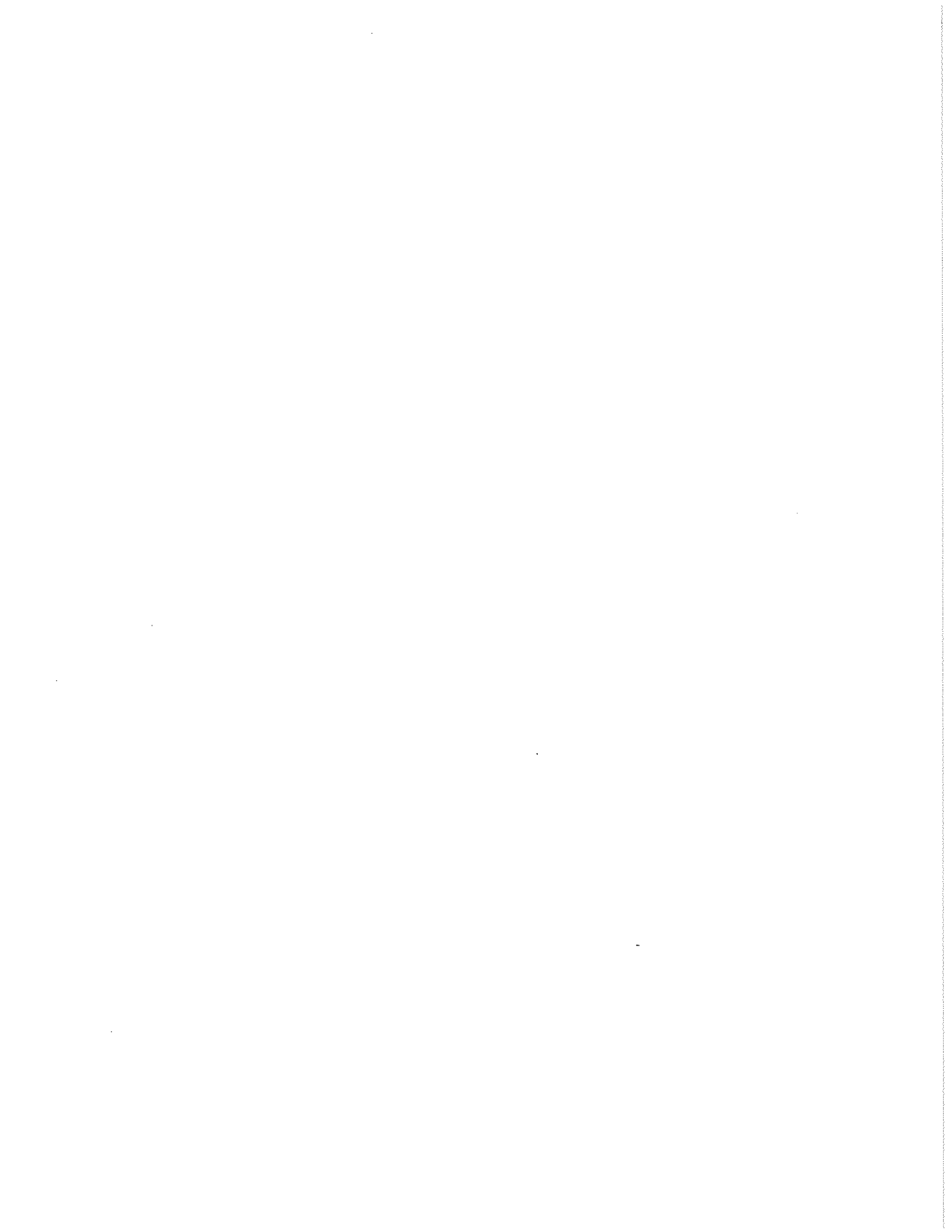
CITY OF SALIDA

By: \_\_\_\_\_  
Charles Rose, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Betty Schwitzer, City Clerk



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WHEREAS, each of the parties hereto maintain emergency equipment; and

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WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement; and

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3. For and in consideration of the promises of each participating party set forth, each agrees with each of the others that in the event there are fires or other emergencies in the territory served by one party which are beyond the control of the Fire Department of that party; whether because of use of its equipment at other places, or whether because of the intensity of the emergency or otherwise, each agrees, subject to the limitations set forth, to aid and assist the other, by causing and permitting their fire department and its equipment to be used in responding to emergencies in the territorial area of any of the others, and the need for such aid and assistance shall be determined by the Fire Department requesting assistance, subject however to the following limitations:
  - a. Any of the agreeing parties shall be excused from making its equipment or service available to any of the other, in the event of the need of the emergency equipment or need of the personnel of such party, or in the event that the terms of the article seven apply, which decision of availability shall be made by the Fire Department requested to give mutual aid, in the exercise of its sole discretion, which decision shall be final and conclusive.
  - b. It is understood and agreed that each party's performance shall be subject to appropriation of funds by its City Council or other legislative body, and payment of such funds into the treasury of such party.
  - c. Mutual aid response by any party beyond the political boundary of the responding party is hereby deemed to be approved by the respective Executive and Legislative governing bodies and Fire Chiefs of the parties.
4. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under Article 9.
5. The extent of the mutual aid period, (as measured from the time of dispatch for request of mutual aid) will be 8 hours unless extended by an additional agreement between parties.
6. Each party waives all claims and causes of action against all of the other parties for compensation (except as set forth in Article 9, below), damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement.
7. Each party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree

necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which party is organized. No party shall expect any other to respond to emergency calls where emergency arises due to a failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the parties' respective jurisdictions.

8. Each party agrees to allow any other municipal or quasi-municipal fire department to join in this Mutual Aid Agreement after formal approval by its governing body and notification of such action to each of the other parties to this Agreement. Each party shall execute such amendments, as may be necessary in the future to accommodate the joining of new parties to the Agreement, without change of any other terms or conditions of the Agreement.
9. Each party agrees that, for each call occurring within its jurisdiction, for which it has requested mutual aid; it will reasonably pursue any and all legal reimbursement possible, pursuant to state or federal laws, including but not limited to reimbursement for hazardous materials incidents, occurring within its jurisdiction, on behalf of all parties responding and, upon full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved incident.
10. Nothing contained in this Agreement, and not performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' Compensation coverage shall be structured in C.R.S. 29-5-109.
11. It is understood and agreed by all parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
12. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various parties and the ordinances and regulations enacted pursuant thereto.
13. It is agreed by all parties that the National Incident Management System (NIMS) will be utilized and applied to ensure the safety and organizational efficiency of personnel.
14. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties.
15. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or

third person on such Agreement. It is the express intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. Any party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to each of the others.
17. This agreement shall be executed in (**# of parties**) counterparts, each of which shall be deemed to be an original of this agreement.
18. Various parties to this Agreement may be parties to previously existing Mutual Aid Agreements, which are more detailed and specific than this Agreement. In such an event, any pre-existing Mutual Aid Agreements and the terms thereof, between any of these parties shall be considered the primary agreement between those parties and shall have priority over this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Salida: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

NorthWest Fire Protection District: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

South Arkansas Fire Protection District: by \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

DT 1/12/2011





CITY COUNCIL AGENDA ITEM

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MEETING DATE: February 15, 2011  
AGENDA ITEM TITLE: Geothermal Grant for Poncha Hot Springs  
PRESENTED BY: Jack D. Lewis, City Administrator  
AGENDA SECTION: Scheduled Items

BACKGROUND REVIEW:

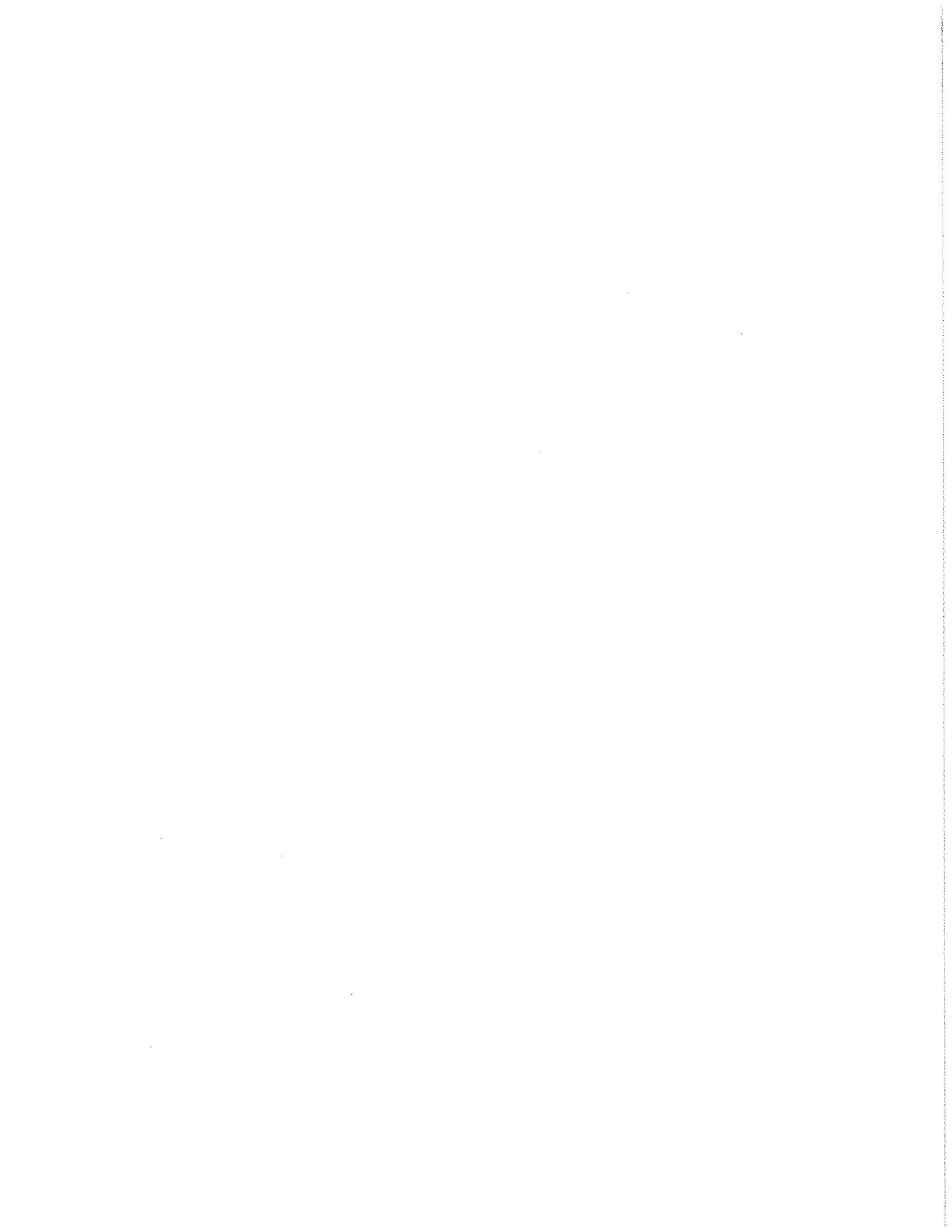
Council approved Staff to pursue a grant with the Governor's Energy Office in July of last year. In August the City was notified that it had been awarded one of the \$50,000 grants. The purpose of the grant is to collect all the raw data that exists pertaining to the area around the hot springs into one data base, and to drill a series of test holes to measure the temperatures at depths up to 600 feet to further understand if the site has geothermal potential for the production of electrical energy. It has taken a long time for the State to finally authorize the grants mostly due to a NEPA process that is still under review on the projects.

Staff is requesting Council to approve the grant and to authorize the City Administrator to sign the grant documentation once the final NEPA process is complete. The budget impact to the City is minimal and no direct funding is required. The City will administer the grant. The City Attorney has reviewed the grant documentation and found it to be acceptable.

Action:

Make a motion to pass Resolution 2011-16 of the City Council of the City of Salida, Colorado approving the Geothermal Power and Direct-Use Grant for \$50,000 between the City and the State of Colorado and to authorize the City Administrator to finalize and sign the agreements.

Followed by a second and a roll call vote.



**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 16  
SERIES OF 2011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO APPROVING THE PURCHASE ORDER AGREEMENT BETWEEN THE CITY OF SALIDA AND THE GOVERNOR'S ENERGY OFFICE REGARDING GRANT FUNDING FOR GEOTHERMAL EXPLORATION AT THE PONCHA HOT SPRINGS.**

WHEREAS, the City of Salida has successfully applied for a grant from the State of Colorado, Governor's Energy Office ("GEO") to support exploration and thermal gradient studies on City-owned property located in unincorporated Chaffee County known as the Poncha Hot Springs; and

WHEREAS, the study will identify geologic, geophysical and thermal evidence to target a deep heat source and recommend sites for future drilling to test a sustainable deep reservoir for commercial electrical production and is supported by the City of Salida, the Town of Poncha Springs, the Board of County Commissioners of Chaffee County, the Colorado School of Mines and the Colorado Geological Survey; and

WHEREAS, the Salida City Council wishes to approve the Purchase Order Agreement with the GEO and authorize the City Administrator to sign the Agreement on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The City Council hereby approves the geothermal exploration Purchase Order Agreement with the Governor's Energy Office and authorizes the City Administrator to execute the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of February, 2011.

CITY OF SALIDA, COLORADO

By \_\_\_\_\_

Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk





**CITY OF SALIDA  
CITY COUNCIL AGENDA ITEM**

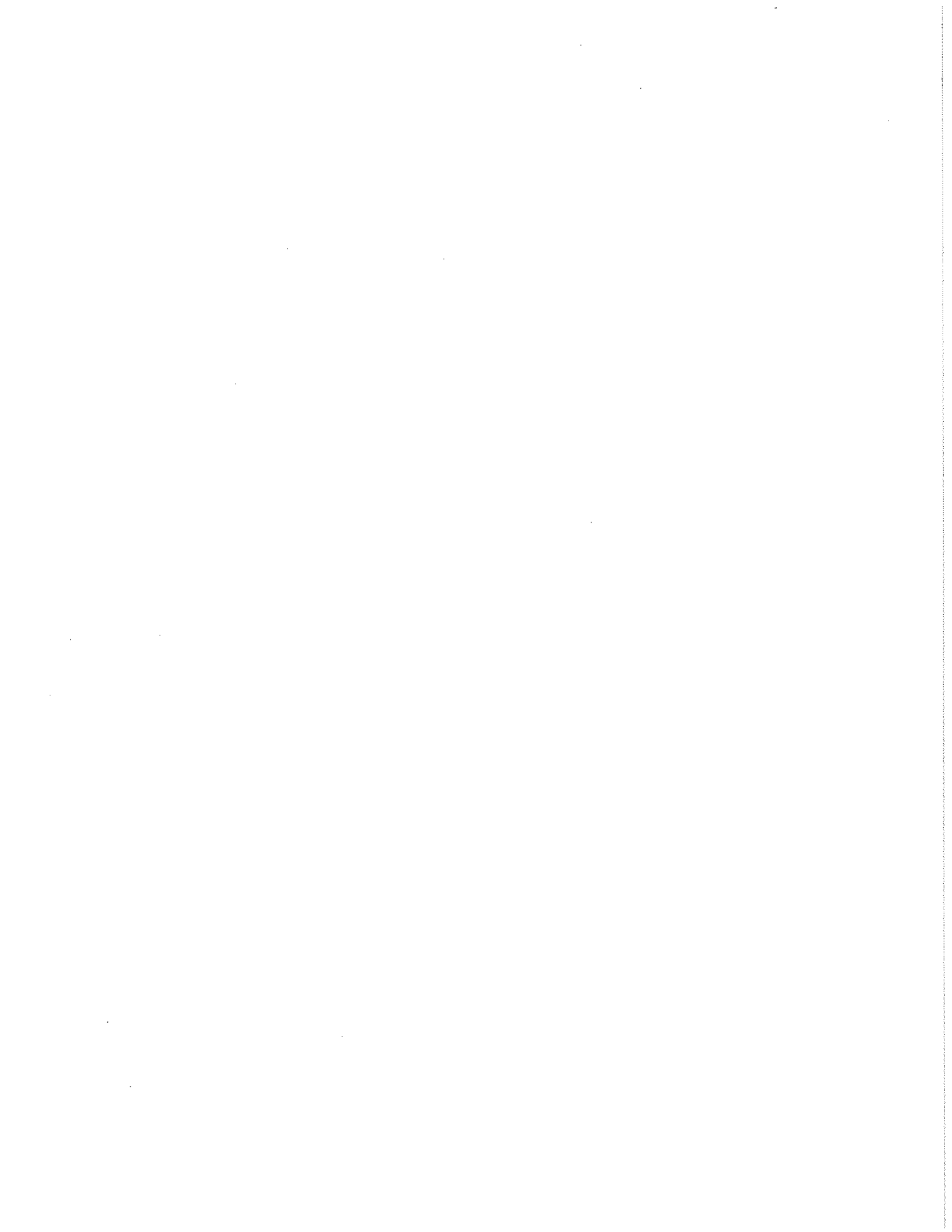
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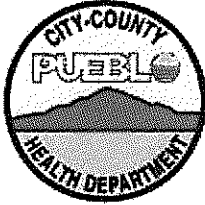
**MEETING DATE:** February 15, 2011  
**AGENDA ITEM TITLE:** Deputy City Clerk Report  
**PRESENTED BY:** Janella Martinez, Deputy City Clerk  
**AGENDA SECTION:** Reports

Six water samples were submitted dated 1/3/11(2), 1/4/11(2), and 2/8/11(2). All tested safe as reported by the Colorado Department of Health.

Although there is snow on the ground and the temperature has been plummeting, it's time to start thinking about our many local events. The review committee for City events will be meeting for the first time this year on February 22, 2011. With FIBArk, Quizno's, and Art Walk being the larger of these events, volunteers will be organizing other annual events that are sure to keep our community busy as well as beneficial to our businesses.

If you have any questions, please feel free to call me at 530-2630 or stop by anytime.





## Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

**Sample:** 11-0091                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** S. Hersch                      1/3/2011                      2:30:00 PM                      #20                      Routine Distribution  
**Address:** 340 West Hwy 291                      breakroom sink                      **County:** Chaffee  
**Chlorine Residual:** 0.43mg/L  
**Received By:** Nelson                      1/4/2011                      9:35:00 AM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 1/5/2011                      10:00:00 AM                      **Analyst:** Davis

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

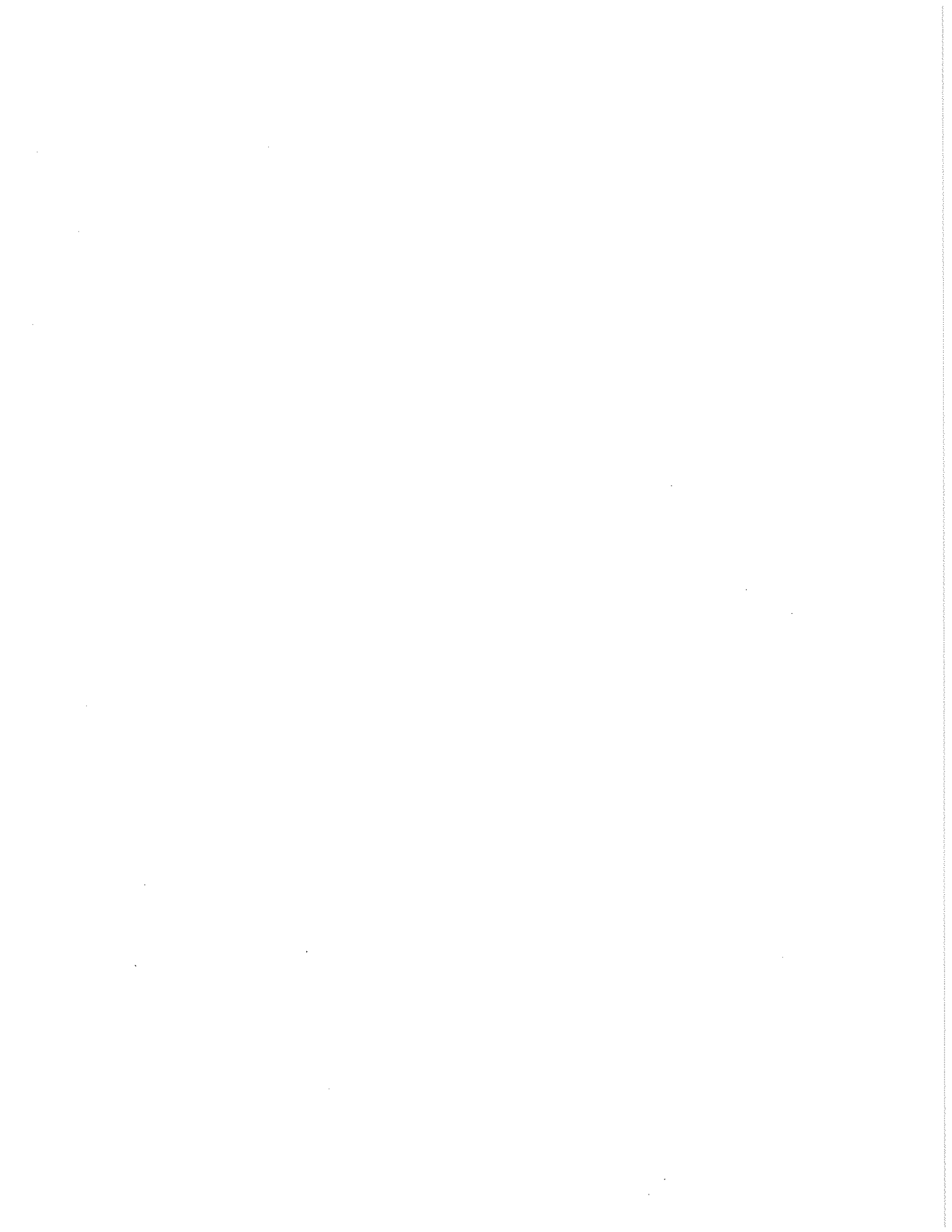
**Sample:** 11-0092                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** S. Hersch                      1/3/2011                      2:50:00 PM                      #27                      Routine Distribution  
**Address:** 1046 East Hwy 50                      store sink                      **County:** Chaffee  
**Chlorine Residual:** 0.36mg/L  
**Received By:** Nelson                      1/4/2011                      9:35:00 AM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 1/5/2011                      10:00:00 AM                      **Analyst:** Davis

Wednesday, January 05, 2011

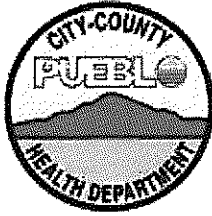
Page 1 of 1

**Note: compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.**

**Holiday Reminder:** Please do not bring or send samples that will be received on a Friday or the day before a holiday because samples must be read 24 hours after they are analyzed. Emergent samples will only be accepted on these days with prior authorization. The following holidays will be observed for the rest of the year: Thursday December 23<sup>rd</sup>, Friday December 24<sup>th</sup>, Friday December 31<sup>st</sup>.







## Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

**Sample:** 11-0142                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** S. Hersch                      1/4/2011                      2:20:00 PM                      Routine Distribution  
**Address:** 407 East Hwy 50                      Lobby Sink                      **County:** Chaffee  
**Chlorine Residual:** 0.34mg/L  
**Received By:** Billings                      1/5/2011                      12:00:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 1/6/2011                      1:00:00 PM                      **Analyst:** Davis

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

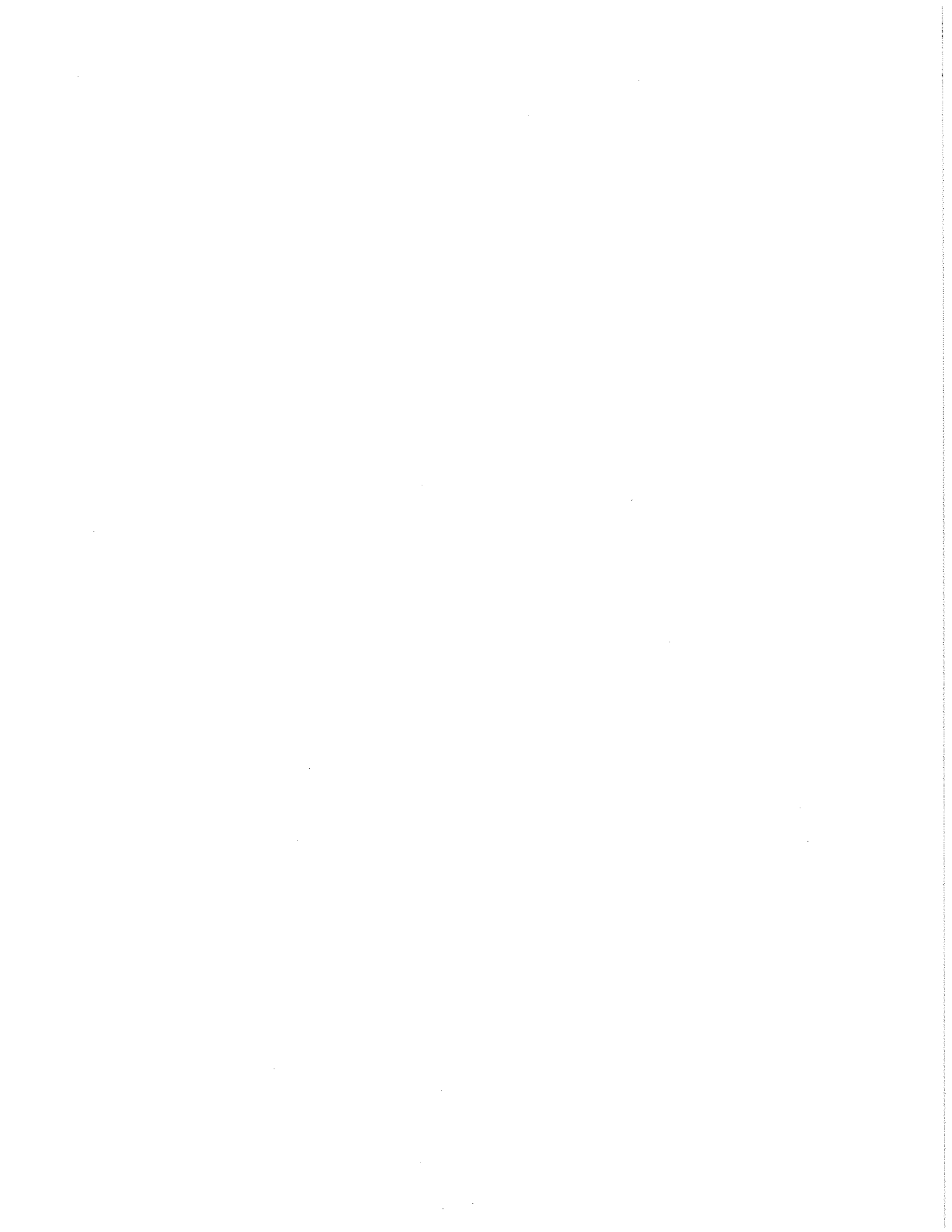
**Sample:** 11-0143                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** S. Hersch                      1/4/2011                      2:40:00 PM                      Routine Distribution  
**Address:** 130 West 2nd Street                      Lobby Sink                      **County:** Chaffee  
**Chlorine Residual:** 0.51mg/L  
**Received By:** Billings                      1/5/2011                      12:00:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 1/6/2011                      1:00:00 PM                      **Analyst:** Davis

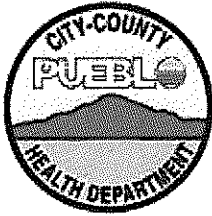
Friday, January 07, 2011

Page 1 of 1

**Note:** compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.

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# Drinking Water Bacteriological Analysis Results

Pueblo City-County Health Department Laboratory  
101 W. 9th St.  
Pueblo, CO 81003  
(719) 583-4318  
www.pueblohealthdept.org

If you have not pre-paid your sample(s) please consider this your INVOICE and results.

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

**Sample:** 11-0719                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** Lonnie R. Oversole                      2/8/2011                      3:10:00 PM                      7                      Routine Distribution  
**Address:** 7360 Hwy 50 West                      coffee bar sink                      **County:** Chaffee  
**Chlorine Residual:** 0.27mg/L  
**Received By:** Nelson                      2/9/2011                      12:45:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 2/10/2011                      1:00:00 PM                      **Analyst:** Billings

City of Salida  
448 E 1st St., Suite 112  
Salida CO 81201

**Sample:** 11-0720                      **PWSID:** CO0108700                      **SystemName:** City of Salida  
**Collector:** Lonnie R. Oversole                      2/8/2011                      3:23:00 PM                      5                      Routine Distribution  
**Address:** 142 Crestone Ave.                      break room sink                      **County:** Chaffee  
**Chlorine Residual:** 0.52mg/L  
**Received By:** Nelson                      2/9/2011                      12:45:00 PM  
**AnalysisMethod:** Colilert                      **Fee for Sample:** \$18.00  
**Results:**                      **Total Coliform:** Absence                      **Fecal Coliform:** Absence  
                    **EcoliResult:** Absence                      **Comments:**  
**Date:** 2/10/2011                      1:00:00 PM                      **Analyst:** Billings

**Note:** compliance sample records are only maintained and available for five years (Reference 40 CFR 141.33) PCCHD laboratory includes chlorine residual data reported on the request for analysis form when sending results to Colorado Department of Public Health and Environment, Water Quality Control Division.

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