# Board of County Commissioners
# Regular Meeting Agenda

**WEDNESDAY, JUNE 10, 2026, 12:00 PM**
**BOCC Meeting Room, 1st Floor**
**530 E Main St, Aspen, CO 81611**

Zoom Meeting Link | Passcode: 674300 | Webinar ID: 827 0356 2215

**Proclamation Recognizing June as Pride Month in Pitkin County**

**Additions/Deletions to Agenda**

**Public Comments** (please limit to 3 minutes per speaker unless otherwise advised by the Chair)

**Commissioner Comments**

**Consent Items:** Consent items are generally perceived as non-controversial and allow the Board to spend its time on more complex items elsewhere on the agenda. A Board member or member of the public may ask for a Consent item be removed for individual consideration. Consent items typically have been discussed in work sessions with the Board and are approved by a single motion.

*Consent Items - Single Reading:*

1. Minutes of May 26, 2026 special meeting (BOSS) and May 27, 2026 regular meeting.
2. Resolution of the Board of County Commissioners of Pitkin County Colorado, Appointing Mick Ireland as an Independent Referee (Hearing Officer) to sit on behalf of the Board of County Commissioners to hear Abatement Petitions - Jeanette Jones & Sam Engen
3. Resolution to Appoint Citizen Board Members - Charlotte Anderson

**Individual Consideration Items:**

*Individual Consideration Items / Public Hearing, One Reading:*

4. Board of County Commissioners of Pitkin County, Colorado, Acting as the Pitkin County Local Liquor Licensing Authority

a. An Application for a Special Events Liquor Permit Submitted by The Environment Foundation - Sam Engen

*Individual Consideration Items / First Readings set for Public Hearings on June 24, 2026*

5. Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado, Providing Supplemental Appropriations to the 2026 Budget and Amending the 2026 Budget (Second Quarter) - Connie Baker
6. Resolution of the Board of County Commissioners of Pitkin County, Colorado, Authorizing the Chair to Sign a Grant Application to be Submitted to the Colorado Broadband Office for the Advanced Colorado Broadband Office for the Advance-Local Broadband Grant and if Awarded, Approving and Authorizing the Chair to Sign the Grant Agreement — Drew Petersen, Jeff Krueger
7. Ordinance of the Board of County Commissioners of Pitkin County, Colorado, Amending the Aspen Chapel Property Restrictive Covenant - Ry Neiley **(to be continued to June 24, 2026)**
8. Ordinance of the Board of County Commissioners of Pitkin County, Colorado, Granting an Underground Easement to Holy Cross Energy ("HCE") and Approving a Trench Conduit and Vault Agreement with Holy Cross Energy to Facilitate the Asspen/Pitkin County Airport/Sardy Field ("ASE") Airport Modernization Program - Diane Jackson, Ryan Mahoney, G.R. Fielding
9. Resolution of the Board of County Commissioners of Pitkin County, Colorado, Overruling the Pitkin County

Planning and Zoning Commission Resolution No. PZ-009-2026 and Authorizing Implementation of the Phillips Mobile Home Park Project — Kevin Warner, Ashley Perl - **(public comment will be taken)**

*Individual Consideration Items / Emergency Resolution/ Set for Confirmatory Reading and Public Hearing on June 24, 2026*

10. Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving a Contract Amendment No. 6 with the State of Colorado Department of Human Services, Behavioral Health Administration for Funding for the Pitkin/Area Co-Responder Teams ("PACT") — Raleigh Bacharach
11. Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Authorizing the Chair to Sign a Letter of Intent to Financially Support the Resident Purchase of the Cavern Springs Mobile Home Park — Ashley Perl
12. Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Authorizing the Chair to Sign a Federal Aviation Administration Grant Application and if Awarded, to Sign a Grant Agreement in the Amount of $175,500 for Vehicle Movement Area Transponders (VMAT) at the Aspen/Pitkin County Airport/Sardy Field - Diane Jackson; Andrew Treat

*Individual Consideration Items / Public Hearing, 2nd Readings:*

13. Resolution of the Board of County Commissioners of Pitkin County, Colorado, Repealing Resolution Number 007-2019 and Resolution Number 077-2023 and Approving a Restated Interorganizational Agreement between Pitkin County, Aspen Valley Health, Mountain Family Health Centers and Eagle County — Ariel Holstein - Jordana Sabella

**Open Discussion**

**Adjourn Regular Meeting**

**APPROVED _____**

# MINUTES

## PITKIN COUNTY BOARD OF COUNTY COMMISSIONERS
## SPECIAL MEETING ON MAY 26, 2026

- The agenda items contained in these minutes are written in an action only format.

- For a video and/or audio production of this meeting, go to: http://pitkincounty.com/374/County-Webcasts

- To access the Board of County Commissioners meeting packet material, meeting minutes and final documents associated with the items listed in these minutes go to: http://pitkincounty.com/452/Browse-to-a-File

**CALL TO ORDER:** Commissioner Jeffrey Woodruff called the Special Meeting of the Board of County Commissioners sitting as the Board of Social Services to order at 1:00 p.m.

**COMMISSION MEMBERS PRESENT:** Commissioners Jeffrey Woodruff, Greg Poschman, Patti Clapper, and Ted Mahon.

**COMMISSION MEMBERS ABSENT:** Francie Jacober.

**Health and Human Services Quarterly Update with the Board of Social Services (Budget/Payroll Reports)**

**Action Items:**

- ***First Quarter Budget Expenditures:***

  **Motion:** Commissioner Mahon moved to approve the first quarter budget expenditures for 2026. Commissioner Poschman seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | Not Present |

- ***First Quarter Direct Client Benefits:***

  **Motion:** Commissioner Clapper moved to approve the first quarter direct client benefits for 2026. Commissioner Poschman seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | Not Present |

**Departmental Updates:**

***Divisional Program Updates, 2026 State Legislative & Budget Updates***

Staff Persons: Kelly Medina, Managers and Staff.

Commissioner Woodruff adjourned as the Board of Social Services at 1:50 p.m.

Respectfully submitted,

_____
Sam Engen
Deputy County Clerk

_____
Jeffrey H. Woodruff, Chair
Board of County Commissioners

**APPROVED _____**

# MINUTES

# BOARD OF COUNTY COMMISSIONERS

# REGULAR MEETING

# MAY 27, 2026

- The agenda items contained in these minutes are written in an action only format.
- For a video and/or audio production of this meeting, go to: http://pitkincounty.com/374/County-Webcasts
- To access the Board of County Commissioners meeting packet material, meeting minutes and final documents associated with the items listed in these minutes go to: http://pitkincounty.com/452/Browse-to-a-File

**CALL TO ORDER:** Jeffrey Woodruff, chair, called the regular meeting of the Board of County Commissioners to order at 12:00 p.m.

**COMMISSION MEMBERS PRESENT:** Commissioners Jeffrey Woodruff, Francie Jacober, Patti Clapper, Greg Poschman, and Ted Mahon.

**COMMISSION MEMBERS ABSENT:** None.

**ADDITIONS/DELETIONS TO AGENDA:** None.

**PUBLIC COMMENT:** The following members of the public spoke under public comment, which has been recorded and available at http://pitkincounty.com/374/County-Webcasts

- Katia Galambos – Automated license plate readers
- Tracey Zobel - Automated license plate readers
- Toni Kronberg – Location and extent application process

**COMMISSIONER COMMENT:**

- Stage 3 water restrictions
- Wildfires
- Recent rain
- Goats performing fire mitigation
- Zombie Forest Quest ACES
- CMC Glenwood EV Technician Training
- Community Level Hardening

**Consent Item */ Single Reading:***

1. **Minutes of May 13, 2026 regular meeting.**

   **Motion:** Commissioner Mahon moved approval of the minutes. Commissioner Clapper seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

**Individual Consideration Items / First Readings set for Public Hearings on June 10, 2026:**

2. **Ordinance of the Board of County Commissioners of Pitkin County, Colorado, Amending the Aspen Chapel Property Restrictive Covenant - Ry Neiley (to be continued to June 10, 2026)**

   **Motion:** Commissioner Poschman moved to continue the Ordinance to June 10, 2026. Commissioner Clapper seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

3. **Resolution of the Board of County Commissioners of Pitkin County, Colorado, Repealing Resolution Number 007-2019 and Resolution Number 077-2023 and Approving a Restated Interorganizational Agreement between Pitkin County, Aspen Valley Health, Mountain Family Health Centers and Eagle County — Ariel Holstein - Jordana Sabella**

   **Motion:** Commissioner Clapper moved approval of the Resolution and set for second reading and public hearing on June 10, 2026. Commissioner Jacober seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |

| | |
|---|---|
| Poschman | In Favor |
| Jacober | In Favor |

**Individual Consideration Items / Public Hearing, 2nd Readings:**

4. **Ordinance of the Board of County Commissioners of Pitkin County, Colorado, Approving the Conveyance of 35 Lower Woodridge Road, Unit T170, Snowmass Village, Colorado, and Authorizing the Execution of the Necessary Documents — Andrew Miller**

   **Motion:** Commissioner Clapper moved approval of the Ordinance as written. Commissioner Poschman seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

5. **Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving a Sixth Amendment to a Contract with the Colorado Department of Human Services, Behavioral Health Administration, Providing Funding for Jail-Based Behavioral Services - Dan Fellin**

   **Motion:** Commissioner Clapper moved approval of the Resolution as written. Commissioner Mahon seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

6. **Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving a Resolution and Authorizing the Chair to Sign a Memorandum of Understanding with Eagle County for the Management of Three Meadows Ranch - Ted O'Brien, Gary Tennenbaum**

   **Motion:** Commissioner Mahon moved approval of the Resolution as written. Commissioner Poschman seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

7. **Resolution of the Board of County Commissioners of Pitkin County, Colorado, Overruling the Resolution of the Pitkin County Planning and Zoning Commission of Pitkin County, Colorado, Finding the Aspen/Pitkin County Airport Modernization Program (ASE AMP) not in Conformance with the 2012 Aspen Area Community Plan (AACP) and the 2013 West of Maroon Creek Master Plan (WOMP) and the Applicable Provisions of the Woody Creek Master Plan and the Brush Creek Master Plan and Authorizing Implementation of the Aspen/Pitkin County Sardy Field Airport Modernization Program - Kara Silbernagel, Ryan Mahoney, Diane Jackson, G.R. Fielding (Public Comment will be Taken)**

   **Motion:** Commissioner Clapper moved approval of the Resolution as written. Commissioner Jacober seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

**Open Discussion**: None

**Adjournment**

**Action**: Commissioner Poschman moved to adjourn the regular meeting of the Board of County Commissioners at 3:13 p.m. Commissioner Mahon seconded the motion. Motion passed with the following votes cast:

| COMMISSIONER: | VOTE: |
|---|---|
| Mahon | In Favor |
| Woodruff | In Favor |
| Clapper | In Favor |
| Poschman | In Favor |
| Jacober | In Favor |

Respectfully submitted,

_____
Sam Engen
Deputy County Clerk

_____
Jeffrey H. Woodruff, Chair
Board of County Commissioners

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Resolution of the Board of County Commissioners of Pitkin County Colorado, Appointing Mick Ireland as an Independent Referee (Hearing Officer) to Sit on Behalf of the Board of County Commissioners to Hear Abatement Petitions

**STAFF RESPONSIBLE:** Sam Engen, Jeanette Jones

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**ISSUE STATEMENT**: Pursuant to C.R.S. 39-8-102(2)(i) the BOCC has the authority to appoint independent referees (hearing officers) who are experienced in property valuations to hear abatement petitions on behalf of the BOCC, make findings and submit recommendations to the BOCC for its final action.

Due to the expected low volume of abatement petitions, it has been determined that one hearing officer should be appointed.

**BACKGROUND**: In the past, the BOCC has appointed hearing officers who are experienced in property valuation, to hear abatement petitions on behalf of the BOCC. Mick has served in this role of hearing officer for a number of years.

**KEY DISCUSSION ITEMS:** Staff will be present at the meeting to answer any questions the board might have.

**BUGETARY IMPACT:** Moneys have been budgeted for 2026 to cover expenses associated with the abatement petition process.

**RECOMMENDED BOCC ACTION:** Appoint Mick Ireland to act as a hearing officer for abatement petitions thru June 30, 2027.

**ATTACHMENTS:**

1) Resolution

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY COLORADO, APPOINTING MICK IRELAND AS AN INDEPENDENT REFEREE (HEARING OFFICER) TO SIT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS TO HEAR ABATEMENT PETITIONS**

**RESOLUTION NO. _____2026**

**RECITALS:**

WHEREAS, pursuant to Section 2.8.4 (Actions) of the Pitkin County Home Rule Charter ("HRC"), all matters not required to be acted upon by ordinance or formal resolution may be acted upon by informal resolution; and

WHEREAS, pursuant to C.R.S. 39-8-102(2)(i) the BOCC has the authority to appoint independent referees (hearing officers) who are experienced in property valuations to hear abatement petitions on behalf of the BOCC, make findings and submit recommendations to the BOCC for its final action; and

WHEREAS, due to the low volume of abatement petitions expected, it has been determined that one hearing officer should be appointed; and

WHEREAS, the BOCC wishes to appoint Mick Ireland as a hearing officer to act on behalf of the BOCC and to hear abatement petitions thru June 30, 2027.

WHEREAS, pursuant to C.R.S. 39-10-114.5, if a petitioner is not satisfied with the Hearing Officer's decision and BOCC's ratification they could choose to go to the Colorado Board of Assessment Appeals; and

WHEREAS, The BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it approves a Resolution of the Board of County Commissioners of Pitkin County Colorado, appointing Mick Ireland as an independent referee (hearing officer) to sit on behalf of the Board of County Commissioners to hear abatement petitions, and authorizes the Chair to sign on behalf of the county.

INTRODUCED, READ AND ADOPTED ON THE _____ DAY
OF _____ 2026.

ATTEST:

By: _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

_____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

_____
Kara Silbernagel, County Manager

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Resolution Appointing Citizen Board Members

**STAFF RESPONSIBLE:** Charlotte Anderson

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**ISSUE STATEMENT**: Joan Klar submitted an application for a regular position on the Senior Services Council. The Board agreed at their May 26, 2026 Work Session to appoint Joan since they had recently interviewed her for another board.

Staff has prepared the attached resolution for your approval today.

**RECOMMENDED BOCC ACTION:** Approve the attached Resolution of the Board of County Commissioners ("BOCC") of Pitkin County Colorado, Appointing Citizen Board Members

**ATTACHMENTS:**

A. Resolution

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, APPOINTING CITIZEN BOARD MEMBERS**

**RESOLUTION NO. _____-2026**

**RECITALS**

WHEREAS, Pursuant to Section 2.8.4 (Actions) of the Pitkin County Home Rule Charter ("HRC"), all matters not required to be acted upon by ordinance or formal resolution may be acted upon by informal resolution, and;

WHEREAS, Joan Klar submitted an application on May 18, 2026 to serve on the Senior Services Council, and;

WHEREAS, The BOCC agreed on May 26, 2026 to omit an interview with Joan Klar due to previous interviews this year for other boards and appoint her to the Senior Services Council as a regular member, and;

WHEREAS, The BoCC finds that it is in the best interest of the citizens of Pitkin County to approve this Resolution.

| **APPLICANTS & BOARD** | **TERM EXPIRES** |
|---|---|
| Joan Klar - Senior Services Council (regular - new) | April 1, 2030 |

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution to appoint Citizen Board members and authorizes the Chair to sign the Resolution and execute any other associated documents necessary to complete this matter.

INTRODUCED, READ AND ADOPTED ON THE 10th DAY OF JUNE 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

MANAGER APPROVAL

_____
Kara Silbernagel, County Manager

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Special Events Liquor License Application for The Environment Foundation

**STAFF RESPONSIBLE:** Sam Engen

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**SUMMARY OF ISSUE**: Shall the Board of County Commissioners approve a Special Events Liquor Permit for The Environment Foundation.

**BACKGROUND**: Pursuant to C.R.S. 44-5-101 The state or local licensing authority may issue a special event permit for the sale, by the drink only, of fermented malt beverages, as defined in section 44-4-103, or the sale, by the drink only, of malt, spirituous, or vinous liquors, as defined in section 44-3-103, to organizations and political candidates qualifying under this article 5, subject to the applicable provisions of articles 3 and 4 of this title 44 and to the limitations imposed by this article 5.

The Environment Foundation has applied for a Special Events Liquor License to sell malt, spirituous and vinous liquor for an event to be held on June 20, 2026 from 4:00 p.m. to 10:00 p.m. at Smuggler Mine, 100 Smuggler Mountain Road, Aspen, CO 81611.

The applicant has also applied for a Special Event Permit through the Community Development Department and staff will give the board an update on the status of the permit at the meeting.

This event will be held during Food & Wine Aspen. Invitations to the event will be distributed through a targeted email list to select recipients. As a result, staff have determined that a Special Events Liquor License will be required for this event.

Pursuant to C.R.S. 44-5-107 (3) Notice of the public hearing on this application was posted on the premises, published in the paper and posted on the website within ten days prior to this hearing.

**KEY DISCUSSION ITEMS:** Staff and the event manager will be present at the meeting to answer any questions the board might have.

**RECOMMENDED BOCC ACTION:** Approval of an application for a Special Events Liquor License for The Environment Foundation.

**ATTACHMENTS:**

A. Application for a Special Events Liquor Permit
B. Proof of Payment for Appropriate Fees
C. Diagram of the event area including where the liquor will be served
D. License Agreement for use of Property
E. Certificate of State's Certificate of Good Standing
F. Proof of Posting Public Notice at Property
G. Proof of Posting Public Notice in Aspen Daily News

DR 8439 (08/12/24)
**COLORADO DEPARTMENT OF REVENUE**
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

# Application for a Special Events Permit

Departmental Use Only

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ◯ Social
- ◯ Athletic
- ⊗ Philanthropic Institution
- ◯ Fraternal
- ◯ Chartered Branch, Lodge or Chapter
- ◯ Political Candidate
- ◯ Patriotic
- ◯ National Organization or Society
- ◯ Municipality Owned Arts Facilities
- ◯ Political
- ◯ Religious Institution
- ◯ Chamber of Commerce

**LIAB** **Type of Special Event Applicant is Applying for:**

| | | |
|---|---|---|
| 2110 | ☒ Malt, Vinous And Spirituous Liquor | $25.00 Per Day |
| 2170 | ☐ Fermented Malt Beverage | $10.00 Per Day |

Name of Applicant Organization or Political Candidate: Environment Foundation

State Sales Tax Number (Required): 84-1428863

Mailing Address of Organization or Political Candidate: PO Box 1248

City: Aspen | State: CO | ZIP Code: 81812

Address of Place to Have Special Event: 100 Smuggler Mountain Rd.

City: Aspen | State: CO | ZIP Code: 81611

Authorized Representative of Qualifying Organization or Political Candidate: Hannah Berman

Date of Birth (MM/DD/YY): [redacted]

Phone Number: [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City | State | ZIP Code

Event Manager

Daragh Kneeshaw

Date of Birth (MM/DD/YY) [redacted]

Phone Number [redacted]

Event Manager Home Address [redacted]

City [redacted]

State [redacted]

ZIP Code [redacted]

Email Address of Event Manager

Dkneeshaw@aspensnowmass.com

**1.** Is the place to have the Special Event located on State-owned property?

◯ Yes ⊗ No

**2.** Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

⊗ No ◯ Yes, How many days?

**3.** Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

⊗ No ◯ Yes, License Number

**4.** Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

⊗ Yes ◯ No

**5.** For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

◯ Yes ◯ No

**6.** For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

| Date | | Date | |
|---|---|---|---|
| 06/20/2026 | | | |
| From: | To: | From: | To: |
| 4:00PM | 10:00PM | | |

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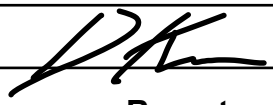
# Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Sr. Manager, Events & Partnerships

Signature



Date (MM/DD/YY)

05/07/2026

## Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

○ City ○ County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

## Do Not Write in this Space - For Department of Revenue Use Only

### Liability Information

License Account Number

Liability Date

State

**-750 (999)**

**Total**

**$** **.00**

# Application Information and Checklist

**The following supporting documents must be attached to this application for a permit to be issued:**

- [x] Appropriate fee.
- [x] Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- [x] Copy of deed, lease, or written permission of owner for use of the premises.
- [ ] Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- [x] If not incorporated, a NONPROFIT charter; **or**
- [ ] If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

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- [ ] Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- [ ] Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- [ ] State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- [ ] Check payable to the Colorado Department Of Revenue

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## Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

Sam Engen <sam.engen@pitkincounty.com>

# Recent Transaction Notice

1 message

**PitkinCountyGovernment@e-billexpress.com** <PitkinCountyGovernment@e-billexpress.com> Thu, May 28, 2026 at 11:47 AM
To: sam.engen@pitkincounty.com

| Field | Value |
|---|---|
| Confirmation #: | 3145058540 |
| Account or License Number: | Daragh Kneesha |
| Account Name: | Environment Foundation |
| Amount: | $100.00 |
| Is Reversal: | False |
| Payment Date: | Thursday, May 28, 2026 |


Venue Map
- Trash Station
- Catering BOH
- Stage
- Shuttle Loop
- Guest Path
- Restroom Trailer
- Guest Entry
- Front Of House
- Bar
- Food Station
Ice Trailer
- Water Station
- Security Post / Floater
- Wine Barrel
- Mine Tour Entry / Exit
GUEST ENTRY
Shuttle Drop Off
PARKING
Lower Lot
Miners Cabin
Entrance From Aspen

**LICENSE AGREEMENT**

**Summary of Terms**

**LICENSOR:**

Smuggler Consolidated Mines, LLC
P.O. Box 429
Woody Creek, CO 81656-0429
(970) 379-3399

**LICENSEE:**
Aspen Skiing Company, LLC
P.O. Box 1248
Aspen, CO 81611

**EVENT RENTAL FEE:**

**$ 30,000.00**

**EVENT DATE: 06/16/2026 – 06/22/2026**

**EVENT TIME:**

START TIME: TBC
END TIME: TBC

**EVENT FEE:**

TOTAL FEE to be paid in two installments:

DUE DATE: 01/15/2026 AMOUNT DUE $ 15,000.00

DUE DATE: 30 days before the event AMOUNT DUE $ 15,000.00

**WILL ALCOHOL BE SERVED AT THE EVENT?**

☒ YES during the hours of TBC (*please initial*) DG
☐ NO (*please initial*)_____

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** is made and entered into as of the 12th day of September, 2025 by and between Smuggler Consolidated Mines, LLC, a Colorado limited liability company ("Licensor"), acting as agent for and on behalf of Aspen Green Mountain, LLC ("Owner"), a Colorado limited liability company, owner of the property known as the Smuggler Mine Property ("Property") located in Pitkin County, Colorado and the Licensee identified on page one hereof.

In consideration of payment of the sums hereinafter set forth and compliance with all the terms, conditions, and provisions hereof, Licensor hereby grants to Licensee and Licensee's guests and invitees a license ("License") to enter upon a portion of the Property designated on the map attached hereto ("Designated Area") and to use the Designated Area for the purposes and subject to the following terms, conditions, and provisions:

1. The License is for the temporary use of the Designated Area to conduct the event ("Event") selected on page one hereof and described below and for no other purposes whatsoever.

2. Licensee has selected the type of Event on page one hereof, the fee for which includes power to the site, site support leading up to and during the Event including an electrical technician to manage power supply, and one rest room facility for use by up to 30 guests. If there are more than 30 guests an additional restroom facility will be required at an additional cost, and if more electrical outlets are required there will be an additional cost as well. Costs do not include mine tours. If mine tours are requested there will be a pre-paid charge of $40.00 per guest. Events are described as follows:

3. Fixed rate for the Property $ 30,000.00

4. The term of the License shall be for the duration of the Event up to one week's time.

5. The License fee shall be the amount described, and shall be due and payable, as set forth on page one above.

6. Licensee has inspected the Designated Area and hereby acknowledges and confirms that it is suitable and in satisfactory condition for the intended purpose.

7. Licensee shall be responsible for applying and obtaining an event permit from Pitkin County and adhering to all applicable requirements of said permit.

8. Licensee shall be responsible for monitoring the Event in order to ensure compliance with any and all federal, state, and local laws, regulations, and rules and the terms, conditions, and provisions hereof including, but not limited to, policing and security as well as litter and trash control.

9. Licensee acknowledges its understanding that the Property is the site of the Smuggler Mine and contains mine shafts, equipment, and other potential hazards and areas that may be unsafe for the public, and neither Lessee, nor its guests or invitees will enter upon any part or portion of the Property other than the Designated Area other than for mine tours.

10. Licensee acknowledges its understanding that Licensor does not have a license for the sale, distribution, service, or consumption of alcoholic beverages on the Property. Licensee will obtain whatever permits may be or become necessary from the local licensing authority for the service and consumption of alcoholic beverages in the Designated Area during the Event and will comply with any and all applicable state and local laws, rules, and regulations with respect thereto including, but not limited to, the following:

a. The Event will only be open to invited guests.
b. Alcohol purchase must be made by Licensee and not the caterer.
c. Alcohol may only be served by TIPS trained staff.
d. Alcohol may be served and consumed only within the Designated Area.

*[To obtain information regarding State of Colorado liquor laws please access the State of Colorado website at: www.state.co.us.]*

11. Licensee shall obtain comprehensive general liability insurance for the Event to insure against any and all damages to persons and property resulting from or related to the Event including but not limited to the service and consumption of alcoholic beverages, General Aggregate Limit of 2,000,000, naming Licensor and Owner as additional insureds, and shall provide certificates to Licensor confirming that such insurance is in place at least one day prior to the Event.

12. Licensee assumes any and all risks associated with the Event including, but not limited to, those related to the distribution, service, and consumption of alcoholic beverages on the Property, and Licensee further agrees to and shall save, hold harmless, indemnify, and defend Licensor, Owner, and their members, managers, agents, employees, invitees, and guests, from, against, and with respect to, any and all injuries or damages of any type or kind to persons or property, any and all actions, causes of action, claims, liabilities, costs, and expenses, including reasonable attorney fees, resulting from or related to the Event and its use of the Property.

13. Load-in of all rental equipment and entry into the Designated Area by subcontractors for the Event is permitted at the Start Time identified on page one hereof. Rental items may be stored overnight in the Designated Area for pick-up the following day; however Licensee assumes any and all risk, responsibility, and liability with respect thereto. Neither Licensor nor Owner is responsible for any damage, theft, or liability with respect thereto. Any items not removed by noon the day after the Event may be removed and stored or disposed of by Licensor at Licensee's sole cost and expense.

14. Subject to the provisions of the previous paragraph, at the conclusion of the Event any and all trash, equipment, and items of personal property shall be promptly removed by Licensee and the Designated Area shall be totally cleaned and returned to Licensor in the same condition it was in prior to the Event.

15. The person executing this License Agreement on behalf of Licensee represents and warrants that he or she is a duly authorized representative of Licensee with full power and authority to enter into this agreement and to bind Licensee to the terms, provisions, and conditions hereof and assumes any and all obligations, responsibilities, and liabilities of Licensee if Licensee shall fail to perform.

16. The deposit identified on page one hereof shall be refundable if Licensee is unable to obtain a Pitkin County Events Permit. However, Deposit shall be retained by Licensor if Licensee fails to perform or cancels the Event for any reason including, but not limited to, inclement weather less than 30 days of the event.

17. In the event of any action to enforce this License Agreement, the prevailing party shall be awarded all of its costs and expenses related to such action including, but not limited to, reasonable attorney fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement on the year and date first hereinabove set forth.

LICENSOR:

SMUGGLER CONSOLIDATED MINES, LLC

BY: _____ MANAGER
Chris Preuseh, Manager

LICENSEE:

_____

BY: Deric Gunshor
VP, Events

# Office of the Secretary of State
# of the State of Colorado
# **Certificate of Registration**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**THE ENVIRONMENT FOUNDATION**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20023003267

The status of its registration is **Good**, and this status has been in effect since 11/21/2025

The organization's registration expired on 08/15/2026

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 12/03/2025

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on Wednesday, December 03, 2025 04:31:43 PM

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

Pitkin County Administration
530 E. Main Street, Suite 302
Aspen, CO 81611
www.pitkincounty.com

# AFFIDAVIT OF POSTING

I, Daragh Kneeshaw, hereby state that I have posted the public notice sign on 5/29/2026 at the premises to be licensed, located at 100 Smuggler Mountain Road, Aspen, CO 81611

Signature

5/29/26
Date

**ATTACH PHOTO**


SMUGGLER MINE
PUBLIC NOTICE
OPERATOR: ASPEN SMUGGLER MINE, LLC
M-1995-097

**Published 05-28-2026**

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN TO THE PUBLIC OF THE FOLLOWING MATTERS OF INTEREST REGARDING THE PITKIN COUNTY BOARD OF COUNTY COMMISSIONERS:**

**Unless otherwise notified all regular and special meetings will be held in the BOCC Meeting Room first floor Administration/Sheriff's Building 530 East Main Street, Aspen, CO 81611**

All regular meeting items begin at 12:00 p.m., or as soon thereafter as the conduct of business allows. Check agenda at: https://pitkincounty.com/1001/Events-Agendas or call 920-5200 for meeting times for special meetings.

Copies of the full text of any resolution(s) and ordinance(s) referred to are available during regular business hours 8:00 – 5:00 in the Clerk to the Board of County Commissioners office, 530 East Main Street, Suite 302, Aspen Colorado or online at:
https://pitkincounty.com/837/Legal-Public-Notices

**NOTICE OF PUBLIC HEARINGS BEFORE THE BOARD OF COUNTY COMMISSIONERS ON WEDNESDAY, JUNE 10, 2026:**

Ordinance of the Board of County Commissioners of Pitkin County, Colorado, Amending the Aspen Chapel Property Restrictive Covenant

Resolution of the Board of County Commissioners of Pitkin County, Colorado, Repealing Resolution Number 007-2019 and Resolution Number 077-2023 and Approving a Restated Interorganizational Agreement between Pitkin County, Aspen Valley Health, Mountain Family Health Centers and Eagle County

**NOTICE OF PUBLIC HEARINGS BEFORE THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE PITKIN COUNTY LOCAL LICENSING AUTHORITY ON WEDNESDAY, JUNE 10, 2026:**

An application for a Special Events Liquor Permit submitted by Environment Foundation for an event to be held from 4:00 p.m. to 10:00 p.m. at Smuggler Mine located at 0100 Smuggler Mountain Rd, Aspen, CO 81611 on June 20, 2026.

The public hearing on this application will be held in the Administration/Sheriff's Building, First Floor Conference Room, located at 530 East Main Street, Aspen, Colorado on June 10, 2026 beginning at 12:00 p.m. Petitions or remonstrances may be filed at 530 E Main St, Suite 302 Aspen CO 81611 Attention: Sam Engen or emailed to sam.engen@pitkincounty.com

**NOTICE OF PUBLIC HEARINGS BEFORE THE PLANNING & ZONING COMMISSION ON TUESDAY, JUNE 16, 2026:**

**RE: Pitkin County Snowmass Creek Trailhead Location and Extent Review (Case #PLAN.1085.2026, PID 2733-041-00-002)**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held on Tuesday, June 16, 2026, at a regular meeting to begin at 5:00 p.m. or as soon thereafter as the conduct of business allows, before the Pitkin County Planning and Zoning Commission, BOCC Meeting Room, 530 East Main Street, Aspen. Please check the agenda prior to the meeting for remote meeting information-https://pitkincounty.com/1001/Events-Agendas. The Planning and Zoning Commission will consider an application submitted by Pitkin County Open Space and Trails (530 East Main Street, Aspen, CO 81611) requesting a Location and Extent Review to create a new trailhead, improved access, and expanded parking area on the Snowmass Falls property. The property is located at TBD Snowmass Creek Road and is legally described as: Parcel 1: W ½ NE ¼ and E ½ NW ¼ Section 9, Township 10 South, Range 86 West of the 6 th P.M. Parcel 2: SW ¼ NE ¼, W ½ SE ¼ and SE ¼ SW ¼ Section 8, Township 10 South, Range 86 West of the 6 th P.M. Parcel 3: W ½ SE ¼ NE ¼ SW ¼ and Lot 11 Section 4, Township 10 South, Range 86 West of the 6 th P.M. Parcel 4: E ½ NE ¼ Section 8 and W ½ NW ¼ Section 9, Township South, Range 86 West of the 6 th P.M. Parcel 5: The Clearfield, Moonlight, Copper King, McCabee, Wheatley, Last Chance and Forest City Lode Mining Claims (US Mineral Survey No. 8113), located in the Snowmass Mining District, and embracing a portion of Sections 4, 5, 8 and 9, Township 10 South, Range 86 West of the 6 th P.M., and as Patented and described in the U.S. Patent recorded October 10, 1947 in Book 171 at Page 325. The application is available for public inspection online at http://pitkincounty.com/DocumentCenter/View/36136. For further information or to submit comments, contact Nicole Rebeck-Stout at 970-319-7256 or Nicole.rebeck-Stout@pitkincounty.com. Zachary Matthews, Chair, Pitkin County Planning and Zoning Commission.

**NOTICE OF APPLICATIONS TO BE CONSIDERED BY THE COMMUNITY DEVELOPMENT DIRECTOR:**

**RE: Bodego LLC Activity Envelope and Site Plan Review (Case PLAN.0290.2026)**

**NOTICE IS HEREBY GIVEN** that an application has been submitted by Bodego LLC (PO Box 4862, Basalt, CO 81621) requesting approval for an Activity Envelope and Site Plan for a single-family residence, detached accessory structure, driveway, and associated site improvements. The property is located at TBD Redstone Blvd and is legally described as Lots 1- 3, Block 6, Kistler Subdivision. The State Parcel Identification Number for the property is 272917402003. The application is available for public inspection online at http://pitkincounty.com/DocumentCenter/View/36158. Comments or objections are due by June 27, 2026. If an objection is received after the comment period deadline, an objecting party may elect to submit an appeal after the application is approved. For further information or to submit comments, contact Franco Palumbo at 970-618-7317 or franco.palumbo@pitkincounty.com .

**RE: Big R Ranch LLC Activity Envelope and Site Plan Review (Case PLAN.3248.2025)**

**NOTICE IS HEREBY GIVEN** that an application has been submitted by Big R Ranch LLC (17534 Grand Este Way, Boca Raton, FL 33496) requesting approval for Activity Envelope and Site Plan Review to develop an additional single-family dwelling unit and associated site improvements. The existing historic single-family dwelling unit is subject to a deed restriction agreement for the preservation of a historic structure. The property is located at 1125 Chaparral Drive and is legally described as Homestead 3, First Amended Subdivision Exemption Plat and 1041 Hazard Review Site Plan for Chaparral Aspen. The State Parcel Identification Number for the property is 264310201003. The application is available for public inspection online at http://pitkincounty.com/DocumentCenter/View/36160. Comments or objections are due by June 27, 2026. If an objection is received after the comment period deadline, an objecting party may elect to submit an appeal after the application is approved. For further information or to submit comments, contact Franco Palumbo at (970) 618-7317 or franco.palumbo@pitkincounty.com.

Published in the Aspen Daily News on May 28, 2026. Sam Engen, Deputy County Clerk

## AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE:** 1st Reading, A Resolution of the Board of County Commissioners of Pitkin County, Colorado, Providing Supplemental Appropriations to the 2026 Budget and Amending the 2026 Budget (2nd Quarter)

**STAFF RESPONSIBLE:** Connie Baker

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**ISSUE STATEMENT:** This budget resolution is required to formally adopt the budget supplemental requests presented to the BOCC during the June 9th work session.

**BACKGROUND:** Budget supplemental requests are presented to the BOCC on a quarterly basis. County departments may submit supplemental requests when grant funding becomes available, a new project or acquisition is identified, the scope of an existing project changes significantly, a new position or increase in FTE is proposed, or when budgetary adjustments require transfers between funds.

**LINK TO STRATEGIC PLAN:** Each supplemental request has identified its link to the County's strategic plan.

**KEY DISCUSSION ITEMS:** Fiscal impacts to fund balances, alignment with County priorities, and the long-term financial sustainability of the proposed budget adjustments.

**BUDGETARY IMPACT:** Each supplemental request identifies the impact of the proposed budget adjustment on the associated fund balance(s). Collectively, the requests presented would increase the County's 2026 budgeted expenditures by $12,756,319, offset by an increase in budgeted revenues of $6,928,358, resulting in a net budget increase of $5,827,961.

**RECOMMENDED BOCC ACTION:** Approve and adopt **A Resolution Providing Supplemental Appropriations to the 2026 Budget and Amending the 2026 Budget (2nd Quarter)** at first reading on June 10, 2026 and set for second reading and public hearing on June 24, 2026.

**ATTACHMENTS:**

1. A Resolution of the Board of County Commissioners of Pitkin County, Colorado Providing Supplemental Appropriations to the 2026 Budget and Amending the 2026 Budget (2nd Quarter)
2. Budget Supplemental Requests

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, PROVIDING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET AND AMENDING THE 2026 BUDGET (SECOND QUARTER)

**RESOLUTION NO. _____, 2026**

**RECITALS:**

WHEREAS, Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens; and

WHEREAS, Pitkin County desires to amend its 2026 budget and approve supplemental budget appropriations from the funds set forth in this Resolution in order to fund unanticipated but necessary operating expenditures and capital outlay; and

WHEREAS, Unanticipated revenues were received in 2026 that were not appropriated; and

WHEREAS, Unappropriated fund balances (reserves and prior year savings) are available and adequate to cover the new appropriations; and

WHEREAS, Upon due and proper notice, published in accordance with the law, said supplemental budget was open for inspection by the public at a designated place, a public hearing was held on June 24, 2026 and interested citizens were given an opportunity to file or register any objections to said supplemental budget; and

WHEREAS, The BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a resolution providing supplemental appropriations to the 2026 budget and amending the 2026 budget as shown below and authorizes the Chair to sign the Resolution and, upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

| **GENERAL FUND**<br>**SagesGov Software Enhancements** | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| ComDev Technical Services | 250,000 | - | 114,000 | 364,000 |
| | | - | 114,000 | |
| Fund Balance Change: | | | | |
| Unassigned General Fund Total | | - | 114,000 | |
| Net Increase/(Decrease) in Fund Balance | | | (114,000) | |

**CAPITAL FUND AND GENERAL FUND**

| **New Dispatch Center Phase 3** | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| New Dispatch Center | 6,793,953 | - | 400,000 | 7,193,953 |
| Capital Fund Transfer from General Fund | 6,200,000 | 400,000 | - | 6,600,000 |
| General Fund Transfer to Capital Fund | 6,200,000 | - | 400,000 | 6,600,000 |
| | | 400,000 | 800,000 | |
| Fund Balance Change: | | | | |
| Capital Fund Total | | 400,000 | 400,000 | |
| Unassigned General Fund Total | | - | 400,000 | |
| Net Increase/(Decrease) in Fund Balance | | | (400,000) | |

**HUMAN SERVICES FUND**

| **Older Adults CSA Program** | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Contributions | - | - | 50,000 | 50,000 |
| | | - | 50,000 | |

| **CO Housing & Finance Auth. Pass-Thru Grant** | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Grants & Contributions | - | - | 15,000 | 15,000 |
| | | - | 15,000 | |
| Fund Balance Change: | | | | |
| Human Services Fund Total | | - | 65,000 | |
| Net Increase/(Decrease) in Fund Balance | | | (65,000) | |

**SOLID WASTE CENTER**

| **New Campus Buildings** | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| SWC Capital Buildings | 21,466,503 | - | 7,533,497 | 29,000,000 |
| | | - | 7,533,497 | |
| Fund Balance Change: | | | | |
| Solid Waste Center Fund Total | | - | 7,533,497 | |
| Net Increase/(Decrease) in Fund Balance | | | (7,533,497) | |

## HEALTHY RIVERS & STREAMS FUND

| Debt Issuance | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Debt Issuance Costs | - | - | 155,000 | 155,000 |
| Debt Svc Fund Principal Payment | 2,551,476 | - | 125,924 | 2,677,400 |
| Debt Svc Fund Interest Payment | 1,670,085 | - | 139,076 | 1,809,161 |
| HRS Transfer to Debt Service Fund | - | - | 265,000 | 265,000 |
| General Long-Term Debt Issue | - | 5,959,900 | - | 5,959,900 |
| Debt Service Transfer from Healthy Rivers | 4,225,961 | 265,000 | - | 4,490,961 |
| | | 6,224,900 | 685,000 | |

| Aviation Fuel Tax Transfer to Airport | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Healthy Rivers Transfer to Airport Fund | - | - | 303,458 | 303,458 |
| Airport Fund Transfer from Healthy Rivers Fu | - | 303,458 | - | 303,458 |
| | | 303,458 | 303,458 | |

| White Water Park Streamside Amenities | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Streamside Amenities Engineering | 1,150,498 | - | 120,000 | 1,270,498 |
| | | - | 120,000 | |

| Fund Balance Change: | | | |
|---|---|---|---|
| Healthy Rivers & Streams Fund Total | 5,959,900 | 843,458 | |
| Debt Service Fund Total | 265,000 | 265,000 | |
| Airport Fund Total | 303,458 | - | |
| Net Increase/(Decrease) in Fund Balance | | 5,419,900 | |

## OPEN SPACE & TRAILS FUND

| Dorais Way Firetruck Turnaround | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Dorais Way Firetruck Turnaround | 50,000 | - | 200,000 | 250,000 |
| | | - | 200,000 | |

| Snowmass Creek Trailhead | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Trailhead Improvements | - | - | 1,400,000 | 1,400,000 |
| | | - | 1,400,000 | |

| Glassier Farmstead Restoration | 2026 Budget | Revenue Change | Expenditure Change | Revised Budget |
|---|---|---|---|---|
| Glassier House Rehab | 2,140,863 | - | 444,413 | 2,585,276 |
| Barndominium | 1,500,000 | - | 639,951 | 2,139,951 |
| Log Barn | - | - | 308,000 | 308,000 |
| Additional Ag and Temp Facilities | - | - | 143,000 | 143,000 |
| | | - | 1,535,364 | |

Fund Balance Change:

| | | |
|---|---|---|
| Open Space & Trails Fund Total | - | 3,135,364 |
| Net Increase/(Decrease) in Fund Balance | | (3,135,364) |

**TOTAL FOR RESOLUTION**

| | Revenue Change | Expenditure Change |
|---|---|---|
| **UNASSIGNED GENERAL FUND TOTAL** | **-** | **514,000** |
| **CAPITAL FUND TOTAL** | **400,000** | **400,000** |
| **HUMAN SERVICES FUND TOTAL** | **-** | **65,000** |
| **SOLID WASTE CENTER FUND TOTAL** | **-** | **7,533,497** |
| **HEALTHY RIVERS & STREAMS FUND TOTAL** | **5,959,900** | **843,458** |
| **DEBT SERVICE FUND TOTAL** | **265,000** | **265,000** |
| **AIRPORT FUND TOTAL** | **303,458** | **-** |
| **OPEN SPACE & TRAILS FUND TOTAL** | **-** | **3,135,364** |
| | **6,928,358** | **12,756,319** |

**TOTAL NET INCREASE/(DECREASE) ALL FUND BALANCES** **(5,827,961)**

INTRODUCED AND FIRST READ ON THE 10TH DAY OF JUNE, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 24TH DAY OF JUNE, 2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE _____ DAY OF _____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE _____ DAY OF _____, 2026.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 24TH DAY OF JUNE, 2026.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE _____ DAY OF _____, 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE _____ DAY OF _____, 2026.

ATTEST:

_____
Sam Engen
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS

_____
Jeffrey H. Woodruff, Chair

DATE: _____

MANAGER APPROVAL:

_____
Kara Silbernagel, County Manager

2nd Quarter 2026 Budget Supplemental Requests

- Capital Fund
  - New Dispatch Center Construction Phase 3
- General Fund
  - ComDev Sages Software Enhancements
- Human Services Fund
  - Older Adults CSA Program
  - Colorado Housing and Finance Authority Pass-Through Grant
- Solid Waste Center Fund
  - New Campus Construction Project
- Healthy Rivers & Streams Fund
  - Debt Proceeds and Issuance Costs
  - Aviation Fuel Tax Transfer to Airport
  - Whitewater Park Streamside Amenities
- Open Space & Trails Fund
  - Dorais Way Firetruck Turnaround
  - Snowmass Creek Trailhead
  - Glassier Farmstead Restoration

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel;
or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | PCREDC Dispatch Center – Station 42 | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Emergency Dispatch | **Budget Year:** | **2026** |
| **Request Type:** | Capital Improvements | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Capital Fund and General Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Jeff Krueger, Brett Loeb | **Prepared By:** | Brett Loeb |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/27/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

The Pitkin County Regional Emergency Dispatch Center project is currently under construction at Roaring Fork Fire Rescue Station 42 in El Jebel and is progressing on schedule. Phase 1 (core/shell construction) is substantially complete, and Phase 2 (interior tenant improvements) is underway with completion anticipated in October 2026.

This supplemental request is for Phase 3 of the project, which includes the specialized technology, systems integration, and operational buildout necessary to place the facility into service as a fully functional 24/7 emergency communications center. Phase 3 was not included in the original Phase 1 and 2 construction budget appropriations of $8.5 million.

The requested supplemental appropriation of $400,000 will fund critical dispatch infrastructure and final operational components, including the access control system, grounding and lightning protection systems, commissioning, architectural and owner representative amendments, server room buildout, and miscellaneous operational items such as furniture, monitors, smart boards, and related technology equipment. These improvements are required to complete the facility as a mission-critical public safety asset and ensure operational readiness, resiliency, cybersecurity, and continuity of emergency communications services for Pitkin County and participating regional public safety agencies.

Funding for the Dispatch Center project, including this supplemental request, is currently being advanced through the County's General Fund during construction. Beginning in 2027, these costs are anticipated to be reimbursed through the issuance of Certificates of Participation (COPs), with annual debt service paid by the Pitkin County Regional Emergency Dispatch Center Authority. The COP financing is expected to be secured by the facility itself. This financing structure allows the County to preserve operational liquidity during construction while matching long-term capital costs with the useful life of the facility.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

This project has been identified and supported by the BOCC through the 2025 and 2026 five-year budget processes as being critical to the county's strategic plan, specifically in the areas of environmental responsibility, public safety and community wellbeing, modernization and infrastructure investment, and regional collaboration. In the area of fiscal sustainability, the issuance of debt for these projects ensures funding is matched to the useful life of the asset.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| New Dispatch Center | 15021219.572500 | $6,793,953 | $400,000 | $7,193,953 |
| | | | | |
| | **Total New Appropriations** | | **$400,000** | |

## 4) INTERFUND TRANSFERS

| Line Item Description | Account Coding | Original Budget Amount | Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| General Fund Transfer to Capital Fund | 10095195.599900 | $6,200,000 | $400,000 | $6,600,000 |
| Capital Fund Transfer from GF | 15095195.499900 | $6,200,000 | $400,000 | $6,600,000 |

| | | | | |
|---|---|---|---|---|
| **USE OF GENERAL FUND BALANCE:** | | | **$400,000** | |
| **USE OF CAPITAL FUND BALANCE:** | | | **$0** | |

| **5) NET CHANGE TO FUND BALANCE** | |
|---|---|
| Unassigned General Fund Balance projected at 12/31/2026 | $10,017,545 |
| **Use of Fund Balance** | **-$400,000** |
| Unassigned General Fund Balance after Supplemental Request | $9,617,545 |
| | |
| Capital Fund Balance projected at 12/31/2026 | $2,630,738 |
| **Addition to Fund Balance / (Use of Fund Balance)** | **$0** |
| Capital Fund Balance after Supplemental Request | $2,630,738 |

## 6) ALTERNATIVE ANALYSIS

None.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | SagesGov Software Enhancements | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Community Development | **Budget Year:** | **2026** |
| **Request Type:** | Technology | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | General Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Larisa LaLonde | **Prepared By:** | Alex Sanchez |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/28/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

In 2020, Community Development launched a digital permitting and application system. During the initial rollout, the primary focus was on fully developing permit types for the Building and Zoning/Engineering divisions, while only creating a basic shell application for the Planning division. At that time, $60,000 was allocated within IT's budget for Phase 2 development of the Planning division applications.

In 2025, Community Development purchased additional development hours from SagesGov to further enhance system processes and functionality. Those hours resulted in significant improvements to both the application process and the overall user experience.

As the project scope has become more clearly defined and staff has worked with SagesGov to estimate the remaining development hours needed, Community Development is requesting the full funding amount necessary to complete the remaining software development and system enhancements. The cost of this request will be fully covered by Community Development revenue.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

This request advances the County's goals of responsibly maintained and enhanced County assets, improved community engagement and participation, and responsible and accountable stewardship of County assets.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Technical Services and Fees | 10016100.531500 | $250,000 | $114,000 | $364,000 |
| | | | | |
| | | | | |
| | **Total New Appropriations** | | **$114,000** | |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$114,000** | |
| | **Total Funding** | | | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total General Fund Balance projected at 12/31/2026 | $22,067,388 |
| | |
| Unassigned General Fund Balance projected at 12/31/2026 | $9,617,545 |
| **Use of Fund Balance** | **-$114,000** |
| Unassigned General Fund Balance after Supplemental Request | $9,503,545 |

## 6) ALTERNATIVE ANALYSIS

If this request is not approved, Community Development will likely need to include the funding request as part of the 2027 budget process. Given the uncertainty surrounding 2027 revenue projections, it is difficult to accurately forecast available funding. As the budget process progresses, if projected revenues are not favorable, the request may need to be delayed or potentially deferred indefinitely.

As a result, critical system enhancements and process improvements could also be delayed or not completed, limiting the department's ability to fully implement the intended efficiencies and service improvements within the digital permitting platform.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Older Adults CSA Program | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Senior Services | **Budget Year:** | **2026** |
| **Request Type:** | Adjustment to Operations | **Adjustment Type:** | Change to Annual Budget |
| **Fund:** | Human Services Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Chad Federwitz | **Prepared By:** | Connie Baker |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/28/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

At a work session on April 14th, the Board of County Commissioners indicated their support to proceed with the Older Adults Community Supported Agriculture (CSA) program for the 2026 season, using Human Services fund balance reserves as funding. This supplemental request appropriates $50,000 for this purpose.

The County has partnered with Two Roots Farm to distribute fresh fruits and vegetables during the summer growing season. The program is coordinated through Pitkin County Senior Services and is designed to support food security for older adults, access to healthy local food, social connection through pickup events and meals, and local agriculture in the valley.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Livable & Supportive Community: Self-sufficient individuals and families, and Improved community engagement and participation.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| CSA Contribution | 11234343.581000 | $0 | $50,000 | $50,000 |
| | | | | |
| | **Total New Appropriations** | | **$50,000** | |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$50,000** | |
| | **Total Funding** | | | |

| **5) NET CHANGE TO FUND BALANCE** | |
|---|---|
| Human Services Fund Balance projected at 12/31/2026 | $1,393,053 |
| **Use of Fund Balance** | **-$50,000** |
| Human Services Fund Balance after Supplemental Request | $1,343,053 |

## 6) ALTERNATIVE ANALYSIS

None.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Colorado Housing and Finance Authority Pass-Through Grant | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Human Services | **Budget Year:** | **2026** |
| **Request Type:** | Adjustment to Operations | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Human Services Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Kelly Medina | **Prepared By:** | Cecilia DeLise |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 04/22/26 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

In February 2024, the County received $15,000 from the Colorado Housing and Finance Authority (CHFA), which was planned to pass through to the Aspen Community Foundation (ACF). Due to staff transitions, the contribution was not issued, and budget was not carried forward for this purpose. This supplemental request appropriates the $15,000 received in order to complete the pass-through contribution to ACF.

This request supports the Financial Empowerment Center (FEC) of the Rockies, a regional initiative that will provide free, one-on-one financial coaching and counseling to residents in Pitkin, Garfield, and Eagle counties. The FEC of the Rockies aligns with CHFA's mission to strengthen Colorado through investments in affordable housing and community development, including improving financial literacy, supporting housing stability, and helping low- and moderate-income households achieve long-term financial security. As the first rural, regional Financial Empowerment Center in the country, this initiative will serve as a model for other communities. Through accredited, bilingual financial coaches, the program will provide no-cost services such as budgeting, debt reduction, credit building, and access to safe financial products. Services will be integrated into existing human services programs to increase access for residents most in need. In its first year, the program is expected to serve approximately 200 households across the tri-county region.

Program success will be measured through key outcomes, including: the number of individuals served; increases in client savings (including reaching at least $400 in savings); reductions in client debt; and improvements in credit scores. These outcomes will also be tracked at the community level to evaluate overall impact.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Livable & Supportive Community: Self-sufficient individuals and families

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Economic Assistance – Grants & Contributions | 11234341.581000 | $0 | $15,000 | $15,000 |
| | | | | |
| | **Total New Appropriations** | | **$15,000** | |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| **USE OF FUND BALANCE:** | | | **$15,000** | |
| | **Total Funding** | | | |

| **5) NET CHANGE TO FUND BALANCE** | |
|---|---|
| Total Human Services Fund Balance projected at 12/31/2026 | $1,343,053 |
| **Use of Fund Balance** | **-$15,000** |
| Human Services Fund Balance after Supplemental Request | $1,328,053 |

**6) ALTERNATIVE ANALYSIS**

N/A

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | SWC Expansion / New Campus Buildings | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Solid Waste Center | **Budget Year:** | **2026** |
| **Request Type:** | Capital Improvements | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Solid Waste Center Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Tyler Carvell | **Prepared By:** | Tyler Carvell |
| **Budget Staff Review - Name:** | Connie Baker/Stuart Fox | **Date:** | 05/26/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

The Solid Waste Center is currently planning a capital expansion to relocate the Scalehouse, Household Hazardous Waste, and Recycling Buildings from their current location to allow for a future landfill cell expansion. The bid results from the construction RFP were well over the estimated cost, resulting in a lengthy value engineering (VE) process to develop a scope of work that will serve the Solid Waste Center for years to come. The current VE estimate for the project is between $28-29M with multiple remaining items to continue reducing overall cost.

The Solid Waste Center is asking for $7,533,497 to increase the overall project budget to $29,000,000. Of the $7,533,497 increase, $3,650,619 will come from the bond premium received at issuance, with the remaining $3,882,878 coming from fund balance. While the $29,000,000 is greater than the current project estimate, this line item also funds the design contract which has some remaining costs, permitting costs, and the remainder will be used as project contingency.

While not included in this budget supplemental, the Solid Waste Center is currently tracking a 12% increase in revenues compared to last year, as well as some potential unbudgeted revenue coming from some large Aspen-area projects starting this summer. Both of these should help reduce the overall impact of this supplemental request to the fund balance .

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Flourishing Natural and Built Environment.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| SWC Capital Buildings | 41652150.572500 | $21,466,503 | $7,533,497 | $29,000,000 |
| | | | | |
| | **Total New Appropriations** | | **$7,533,497** | |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$7,533,497** | |
| | **Total Funding** | | | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total Fund Balance projected at 12/31/2026 | $14,506,978 |
| **Use of Fund Balance** | **-$7,533,497** |
| Fund Balance after Supplemental Request | $6,973,481 |

## 6) ALTERNATIVE ANALYSIS

There are a couple of alternative options that would decrease the total supplemental, however, they would all require additional major cuts to the project scope. The campus is designed with room for growth to allow for future increases to the throughput of material in and out of the Solid Waste Center. One option would be to look at reducing the square footage of some of the buildings to the point where they function only at our current service level. Another option would be the elimination of another building, primarily the Recycling Building. Both of these options pose significant risk in the future but could be possible.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel;
or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Healthy Rivers & Streams – Debt Issuance | **Work Session Date:** | **July 9, 2026** |
| **Department:** | Finance / Healthy Rivers | **Budget Year:** | **2026** |
| **Request Type:** | Adjustment to Operations | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Healthy Rivers & Streams | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Liz Woods | **Prepared By:** | Liz Woods |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/5/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

This supplemental request is to appropriate funding for the issuance of debt related to the financing of previously approved and budgeted water rights acquisitions within the Healthy Rivers & Streams (HR&S) Fund.

The underlying water rights purchase has already been approved and appropriated through the existing budget. This request does not seek additional funding for the acquisition itself. Instead, it provides the necessary appropriation authority for the costs associated with issuing debt after the fact to reimburse the fund and support long-term financing of the investment.

On May 26, 2026, the BOCC gave direction on the preferred funding strategy, including the amount of debt to be issued and the use of available fund balance. Final numbers will not be available until the date of issuance. Given the uncertainty remaining, this request is based on a conservative assumption to ensure sufficient appropriation authority. This scenario assumes:

- The use of approximately $1 million in Healthy Rivers and Streams fund balance
- Estimated bond proceeds of approximately $6 million
- Estimated debt issuance costs of $155,000
- Estimated 2026 debt service (half year) of $265,000

Any unused appropriations will not be expended.

The fiscal impact of this request is limited to debt issuance costs, debt service costs, and the receipt of bond proceeds. There is no change to the previously approved project expenditures.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

This request supports the County's strategic goals by enabling the long-term financing of water rights acquisitions that advance environmental stewardship and the protection of critical water resources.

By utilizing debt to reimburse the fund for previously approved investments, the County is also promoting financial sustainability and responsible resource management by aligning the cost of long-term assets with an appropriate financing strategy. This approach preserves fund balance capacity for future priorities while maintaining flexibility to respond to emerging community and environmental needs.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Debt Issuance Costs | 12332100.577040 | $0 | $155,000 | $155,000 |
| Debt Svc Fund Principal Payment | 30060100.577010 | $2,551,476 | $125,924 | $2,677,400 |
| Debt Svc Fund Interest Payment | 30060100.577020 | $1,670,085 | $139,076 | $1,809,161 |
| Transfer to Debt Service Fund | 12332100.599900 | $0 | $265,000 | $265,000 |
| | | | | |
| | **Total New Appropriations** | | **$685,000** | |

| 4) FUNDING | | | | |
|---|---|---|---|---|
| **NEW REVENUE APPROPRIATIONS:** | | | | |
| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
| General Long-Term Debt Issue (Est.) | 12332100.471000 | $0 | $5,959,900 | $5,959,900 |
| Debt Svc Transfer from Healthy Rivers | 30060100.499900 | $4,225,961 | $265,000 | $4,490,961 |
| | | | | |
| | **Total New Revenue** | | **$6,224,900** | |
| | | | | |
| **ADDITION TO HEALTHY RIVERS FUND BALANCE:** | | | **$5,539,900** | |
| **USE OF DEBT SERVICE FUND BALANCE:** | | | **$0** | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total Healthy Rivers Fund Balance projected at 12/31/2026 | -$3,389,481 |
| **Addition to Fund Balance** | **$5,539,900** |
| Healthy Rivers Fund Balance after Supplemental Request | $2,150,419 |
| | |
| Total Debt Service Fund Balance projected at 12/31/2026 | $732,781 |
| **Addition to Fund Balance / (Use of Fund Balance)** | **$0** |
| Debt Service Fund Balance after Supplemental Request | $732,781 |

## 6) ALTERNATIVE ANALYSIS

Staff evaluated multiple financing approaches for the Healthy Rivers & Streams fund. A no-debt option was considered but is not viable, as it would result in a negative fund balance and is therefore not fiscally sustainable.

As a result, the remaining alternatives focus on the appropriate balance between the use of existing fund balance and debt financing, including:

- Higher reliance on debt financing with minimal use of fund balance
- A blended approach utilizing both debt financing and a portion of available fund balance
- Greater use of fund balance to reduce the overall size of the debt issuance

The scenario included in this supplemental represents a blended approach, using $1 million in available fund balance. The request ensures that the County has sufficient appropriation authority when debt is issued.

This supplemental request is administrative in nature and is intended solely to establish sufficient budget authority. The BOCC is not being asked to make a financing decision as part of this request.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel;
or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Healthy Rivers Aviation Fuel Tax | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Healthy Rivers / Airport | **Budget Year:** | **2026** |
| **Request Type:** | Adjustment to Operations | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Healthy Rivers & Streams Fund / Airport Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Lisa MacDonald | **Prepared By:** | Liz Woods |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/21/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

The Healthy Rivers & Streams fund collects a 0.1% sales tax. Part of the fund's sales tax revenues come from sales of aviation fuel at the Airport. The aviation fuel tax revenues currently held within the Healthy Rivers & Streams fund are subject to multiple legal and voter-approved restrictions regarding their allowable use.

First, federal aviation law restricts the use of revenues generated from taxes on aviation fuel. Under 49 U.S.C. § 47133, revenues derived from taxes on aviation fuel imposed after December 31, 1987 must generally be used for airport or aviation-related purposes. The Federal Aviation Administration (FAA) has further clarified through its Revenue Use Policy that local sales taxes imposed on aviation fuel are considered airport revenue and must be reinvested into the aviation system.

Importantly, these federal restrictions only apply to taxes on aviation fuel that were enacted after December 31, 1987. As a result, this restriction does not necessarily apply uniformly across all County sales taxes or older tax structures that may predate the federal requirement. The Healthy Rivers & Streams Sales Tax was adopted after this date and is therefore subject to the federal aviation revenue-use restrictions applicable to aviation fuel sales tax collections.

Second, these revenues are also restricted by the voter-approved purposes associated with the Healthy Rivers & Streams Sales Tax. Under Colorado's TABOR requirements and the ballot language approved by voters, sales tax revenues must be used in a manner consistent with the purposes presented to and approved by the electorate. Because aviation fuel sales occurring at the Aspen/Pitkin County Airport generated Healthy Rivers & Streams sales tax revenues, those revenues remain legally restricted both by aviation-use requirements and by the voter-approved purposes of the Healthy Rivers & Streams tax.

This supplemental request transfers the accumulated aviation fuel tax revenues from the Healthy Rivers & Streams fund to the Airport fund. No additional appropriation is needed within the Airport Modernization budget, as this scope is already included in the overall project budget. This transfer aligns the use of the revenues with the applicable federal aviation revenue-use restrictions while also ensuring the revenues continue to support voter-authorized environmental, infrastructure, and sustainability-related investments associated with the Airport Modernization Program.

As a result, these revenues effectively carry a dual restriction:
• Aviation-related use restrictions under federal aviation law and FAA revenue-use policy
• Voter-approved purpose restrictions associated with the Healthy Rivers & Streams Sales Tax

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Flourishing Natural & Built Environment: Conserved natural resources and environment
Prosperous Economy: Responsible and accountable stewardship of County assets

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Airport Modernization Project Land Improvements | 40451519.572000 | $0 | $0 | $0 |
| | | | | |
| | **Total New Appropriations** | | **$0** | |

| 4) INTERFUND TRANSFERS: | | | | |
|---|---|---|---|---|
| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
| Healthy Rivers Contribution to Airport | 12332100.599900 | $0 | $303,458 | $303,458 |
| Airport Contribution from Healthy Rivers | 40451519.499900 | $0 | $303,458 | $303,458 |
| | | | | |
| | | | | |
| **USE OF HEALTHY RIVERS FUND BALANCE:** | | | **$303,458** | |
| **ADDITION TO AIRPORT FUND BALANCE:** | | | **$303,458** | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total Healthy Rivers Fund Balance projected at 12/31/2026 | $2,150,419 |
| **Use of Fund Balance** | **-$303,458** |
| Healthy Rivers Fund Balance after Supplemental Request | $1,846,961 |
| | |
| Airport Unassigned Fund Balance projected at 12/31/2026 | $50,489,460 |
| **Addition to Fund Balance** | **$303,458** |
| Airport Unassigned Fund Balance after Supplemental Request | $50,792,918 |

## 6) ALTERNATIVE ANALYSIS

The aviation fuel tax revenues in the Healthy Rivers and Streams fund could be allowed to accumulate until another future project develops which meets the dual restrictions on the tax.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Whitewater Park Streamside Amenities | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Healthy Rivers | **Budget Year:** | **2026** |
| **Request Type:** | Capital Improvements | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Healthy Rivers and Streams Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Lisa MacDonald | **Prepared By:** | Lisa MacDonald |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/27/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

Construction on the streamside amenities and improvements began in the Fall of 2025. The project will wrap in early June, with some minor landscaping to occur. The restroom is on order and in the permitting process with the State of Colorado and expected delivery is in the last quarter of the year.

The streamside improvements include seating and viewing areas, connected walking trails to the boat ramp at Fish Park and landscaping.

Engineering costs to bring the project to completion include wall inspections, project closeout and restroom construction management, site plan drawings, and construction survey. Original SGM civil engineering services did not include these costs as further outlined in Attachment A attached hereto.

Additional funds will cover the final engineering costs.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Ballot language objectives for the fund provide for the maintenance and improvements of water quality and quantity within the Roaring Fork Watershed as well as working in conjunction with various agencies to ensure ecological health, recreational opportunities and wildlife and riparian habitat, and as such promotes the County's strategic goals of Flourishing Natural & Built Environment.

The Healthy Rivers Board's adopted aspiration statement states it be a leader in protecting, defending and enhancing rivers and streams through collaboration on watershed wide opportunities, solutions and education on water issues. This work promotes the Board's aspiration statement.

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Streamside Amenities Engineering | 12332150.571500.10146 | $1,150,498 | $120,000 | $1,270,498 |
| | | | | |
| | **Total New Appropriations** | | **$120,000** | |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| **USE OF FUND BALANCE:** | | | **$120,000** | |
| | **Total Funding** | | | |

| **5) NET CHANGE TO FUND BALANCE** | |
|---|---|
| Total Healthy Rivers Fund Balance projected at 12/31/2026 | $1,846,961 |
| **Use of Fund Balance** | **-$120,000** |
| Healthy Rivers Fund Balance after Supplemental Request | $1,726,961 |

## 6) ALTERNATIVE ANALYSIS

None. This supplemental request allows the project to be brought to completion.

# Pitkin County

***SGM, INC. - ENGINEERING SERVICES FEE ESTIMATE***

**Client: Pitkin County Healthy Rivers and Streams** **Date:** 9/30/2025
**Project: Pitkin Whitewater Streamside Improvments Project**
*SGM #: 2019-119.006*
Project Manager: Chris Lehrman, PE

| Task | Task Description | Sub Task | Description | Chris Lehrman, PE | Bruce Grey, PE | Total Hours | Task Totals |
|---|---|---|---|---|---|---|---|
| | | | | Senior Engineer I | Field Inspector/PM | | |
| | | | | $218 | $157 | | |
| 1 | **Owners Representative for Construction** | | | | | | |
| | Project Schedule is September 2nd, 2025 - May 5th, 2026 (4 MONTHS) | 1 | Pre con meeting | 4 | | 4 | $872 |
| | | 2 | Wall Redesign to eliminate concrete and smaller beams | | | - | $8,500 |
| | | 3 | Construction Survey (ALLOWANCE) | | | - | $20,000 |
| | | 4 | Periodic onsite construction meetings/Site Visits (20) | 60 | | 60 | $13,080 |
| | | 5 | Excavation and Soil Nail Wall Inspections | | 40 | 40 | $6,280 |
| | | 6 | Farmers Beam Installatioin Inspection | | 80 | 80 | $12,560 |
| | | 7 | Concrete Trail and Boardwalk Inspection | | 40 | 40 | $6,280 |
| | | 8 | Misc. Utilities and Drainage Inspections | | 40 | 40 | $6,280 |
| | | 10 | Asphalt and Sub-Grade Inspections | | 10 | 10 | $1,570 |
| | | 11 | Misc. Construction Coordination and Issues (Allowance) | 20 | | 20 | $4,360 |
| | | 12 | Pay Application Review and Recommendation (5 pay apps) | 10 | | 10 | $2,180 |
| | | 13 | Project closeout | 8 | | 8 | $1,744 |
| | | | | | | | |
| | | 14 | RESTROOM - Bid Services, Site Plan Drawing, Utilities, Bid package, Pre-Bid mtg, Bid Review | 60 | | 60 | $13,080 |
| | | 15 | RESTROOM - Construction Survey | | | - | $2,500 |
| | | 16 | RESTROOM - Construction Management and Coordination (1 month project) | 24 | 50 | 74 | $13,082 |
| | | | | | | | |
| | | | **Task Subtotals** | **84** | **210** | **294** | **$112,368** |
| 2 | **Reimbursables** | | | | | | |
| | | | Mileage (60 miles per trip @ $0.655 per mile) (91 trips) | | | | $3,969 |
| | | | | | | | |
| | | | **Total Reimbursables** | | | | **$3,969** |
| | | | | | | | |
| | | | **Total Cost** | | | | **$116,337** |

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Dorais Way Firetruck Turnaround | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Open Space & Trails | **Budget Year:** | **2026** |
| **Request Type:** | Adjustment to Operations | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Open Space & Trails Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Gary Tennenbaum | **Prepared By:** | Ted O'Brien |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/27/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

In 2025, Pitkin County and the Wildrose Subdivision HOA entered into a settlement agreement regarding public access on Dorais Way. The agreement includes a provision for the County to improve neighborhood safety by installing a Hammerhead-style turnaround for firetrucks at the intersection of Dorais Way and Mountain Lion Drive. OST staff originally budgeted $50k during the 2026 budget cycle to survey the area, complete the design, and build the turnaround in-house with OST's Maintenance Crew.

Once the 2026 budget was approved, OST staff contracted with SGM to design an appropriate firetruck turnaround that met the needs of the Carbondale Fire Department. The Carbondale Fire Department worked with the County and SGM on the design, and the County has also received approval from the Wildrose Subdivision HOA (pending).

The survey and design portion of the project has totaled $13,576. However, the project's design phase has revealed that it is too time-intensive and complex to build in-house as originally planned. Therefore, the OST staff is requesting a $200k budget supplement to complete this project in the summer of 2026 with a contractor already under contract for the McClure Pass to Redstone Trail, which will save on mobilization costs.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

Responsibly maintained & enhanced County assets; Well planned & livable built environment; Responsible and accountable stewardship of County assets

## 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project

| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| Dorais Way Firetruck Turnaround | 11836361.572000.10043 | $50,000 | $200,000 | $250,000 |
| | | | | |
| | **Total New Appropriations** | **$50,000** | **$200,000** | **$250,000** |

## 4) FUNDING

**NEW REVENUE APPROPRIATIONS:**

| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$200,000** | |
| | **Total Funding** | | | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total Open Space Fund Balance projected at 12/31/2026 | $21,936,940 |
| **Use of Fund Balance** | **-$200,000** |
| Open Space Fund Balance after Supplemental Request | $21,736,940 |

## 6) ALTERNATIVE ANALYSIS

The alternative to this Q2 Budget Supplemental Request would be to postpone this project to the summer of 2027 and to budget for it through the 2027 budget approval process, which, given inflation and the lack of a contractor already mobilized, could cost more.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel; or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Snowmass Creek Trailhead | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Open Space and Trails | **Budget Year:** | **2026** |
| **Request Type:** | Capital Improvements | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Open Space and Trails Fund | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Gary Tennenbaum, Jessie Young, Carly O'Connell | **Prepared By:** | Carly O'Connell |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/26/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

The Snowmass Creek Trailhead, Parking, and Access Improvements project will replace the existing informal Snowmass/Maroon Trailhead parking area with a sustainable, appropriately scaled trailhead facility that improves visitor access, circulation, safety, sanitation, and resource protection while supporting long-term wilderness management objectives for the Maroon Bells–Snowmass Wilderness.

The existing parking area at the terminus of Upper Snowmass Creek Road is undersized and informal, resulting in ad-hoc, congested roadside parking that creates safety, operational, and resource-protection challenges. The site currently serves the Snowmass Lake Trail #1975, the West Snowmass Trail #2187, and the East Snowmass Trail #1977, and serves as an important portal into the Maroon Bells–Snowmass Wilderness for thousands of backpackers, hikers, and equestrian users each year.

Recent visitor-use research conducted by Utah State University's Recreation Ecology Lab (2023–2024) indicates that overall trail experience remains positive and that trail use itself is not characterized by persistent crowding. Instead, the primary constraint is high parking demand associated with long-duration overnight and day-use trips. The proposed project is therefore focused on aligning parking and trailhead infrastructure with observed use patterns while maintaining wilderness character, solitude, and resource protection objectives established by the U.S. Forest Service (USFS).

The preferred alternative has been developed collaboratively by Pitkin County Open Space and Trails (OST), USFS staff, and a range of stakeholders through an iterative planning and conceptual design process. The proposed improvements will replace the existing Snowmass/Maroon Trailhead, currently located to the west of the County's "Snowmass Falls Ranch" property, and are anticipated to include:

- Approximately 70 overnight/day-use parking spaces
- 5 equestrian parking spaces
- 4 emergency/administrative parking spaces
- A trailhead area and visitor orientation features (information kiosk, permit box, signage)
- A double-vault toilet
- Native landscape restoration and drainage improvements
- Measures to eliminate informal roadside parking through signage, physical barriers, and enforcement

The engineer's opinion of probable construction costs totals **$1,400,000**, including construction items (removals and resets, earthwork, erosion control, surfacing, drainage, retaining walls, landscaping, fencing and railing, site improvements such as the vault toilet and trailhead amenities, miscellaneous equipment and surveying, mobilization, and force accounts) and other project costs (construction management at $95,000 and $301,000 in contingency). Design and engineering were included in the adopted 2026 OST budget; this supplemental request will increase 2026 capital appropriations in the Open Space and Trails Fund to fully fund the $1,400,000 construction cost, supported by OST fund balance.

## 2) STRATEGIC PLAN GOAL(S) ADVANCED:

This project advances Pitkin County's Strategic Plan in the following Core Focus Areas and Success Factors:

**Flourishing Natural & Built Environment**

- Conserved natural resources and environment – The project consolidates dispersed and roadside parking into a defined, sustainably designed trailhead; improves drainage and native vegetation restoration; and reduces unmanaged resource impacts, thereby conserving the natural environment that underpins community quality of life.

- Responsibly maintained and enhanced County assets – By investing in long-term trailhead, parking, and access infrastructure on County-owned land, the project enhances a critical public asset and ensures it is maintained to a safe, functional, and durable standard.
- Ease of mobility via safe and efficient transportation systems – The project organizes parking and circulation, eliminates unsafe roadside parking, and improves emergency access and maneuvering, contributing to safer and more efficient access along Upper Snowmass Creek Road.
- Well planned and livable built environment – The trailhead design is the result of a deliberate planning process with agency and community partners, integrating visitor needs, wilderness character, and ecological constraints to create a well-planned facility that supports a livable, high-quality recreational environment.

**Livable & Supportive Community**

- A sense of personal and community safety – Formalized parking, improved circulation, clearer wayfinding, and better emergency access all enhance visitor and responder safety at a heavily used backcountry access point.
- Access to recreation, education, arts and culture – The project protects and improves access to high-quality outdoor recreation opportunities in the Maroon Bells–Snowmass Wilderness, supporting a healthy, active community and opportunities for nature-based education and interpretation.
- Improved community engagement and participation – The preferred alternative was developed through robust engagement with residents, visitors, agency partners, outfitters, equestrian groups, and conservation organizations, reflecting community values and input in the final design.

**Prosperous Economy**

- Sustainable economy and employment – By sustaining safe and reliable access to a premier recreation destination, the project supports the outdoor recreation sector and associated local economic activity in a manner that protects the natural resources on which that economy depends.
- Responsible and accountable stewardship of County assets – The project represents a strategic, data-informed capital investment that addresses long-standing operational issues, aligns infrastructure with observed use patterns, and demonstrates responsible stewardship of County funds and open space assets.
- In addition, the project reflects Pitkin County's organizational values of Stewardship, Excellence, Collaboration, and Open Communication by improving a key public asset, using best practices in planning and design, coordinating closely with agency and community partners, and incorporating statistically valid visitor-use data and stakeholder feedback into the preferred alternative.

| **3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project** | | | | |
|---|---|---|---|---|
| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
| Trailhead Design & Engineering | 11836361.531000 | $90,000 | $0 | $90,000 |
| Trailhead Improvements | 11836361.571500.10338 | $0 | $1,400,000 | $1,400,000 |
| | | | | |
| | **Total New Appropriations** | $90,000 | **$1,400,000** | $1,490,000 |

| **4) FUNDING** | | | | |
|---|---|---|---|---|
| **NEW REVENUE APPROPRIATIONS:** | | | | |
| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$1,400,000** | |
| | **Total Funding** | | | |

| **5) NET CHANGE TO FUND BALANCE** | |
|---|---|
| Total Open Space Fund Balance projected at 12/31/2026 | $21,736,940 |
| **Use of Fund Balance** | **-$1,400,000** |
| Open Space Fund Balance after Supplemental Request | $20,336,940 |

## 6) ALTERNATIVE ANALYSIS

Staff evaluated a range of alternatives for addressing parking, access, and trailhead conditions at the Snowmass Creek portal to the Maroon Bells–Snowmass Wilderness. Key considerations included visitor safety, wilderness character, ecological protection, operational feasibility, and alignment with observed use patterns documented by Utah State University's Recreation Ecology Lab.

**No-Action Alternative**
Under the no-action alternative, the existing informal parking area and associated roadside parking along Upper Snowmass Creek Road would remain in place. This option would avoid near-term capital investment but would perpetuate existing issues, including:

- Insufficient and disorganized parking supply leading to ad-hoc roadside parking
- Congestion and safety concerns for visitors, equestrians, and emergency responders
- Inadequate sanitation, visitor orientation, and staging facilities
- Ongoing resource impacts to roadside vegetation, drainage, and visual quality

Given the site's status as a primary portal to the Maroon Bells–Snowmass Wilderness and the documented intensity and duration of use, the no-action alternative does not adequately address long-standing operational and resource-protection concerns.

**Minimal Improvements to Existing Trailhead Alternative**
Staff also evaluated a more limited improvement scenario focused on grading/drainage and feasibility of accommodating all parking within the existing footprint. This alternative would not:

- Provide sufficient organized parking capacity for overnight and day-use trips
- Resolve circulation, emergency access, and equestrian maneuvering challenges
- Fully eliminate informal roadside parking and associated safety issues
- Offer the level of ecological restoration, drainage improvements, and durable infrastructure needed to meet long-term management objectives

This approach was determined to offer no improvement over existing conditions.

**Preferred Alternative**
The preferred alternative, presented to and unanimously endorsed by the Open Space and Trails Board on May 7, 2026, formalizes and right-sizes trailhead parking; provides a defined staging and orientation area; incorporates a double-vault toilet; and restores and protects adjacent lands and drainage patterns. It was developed through an iterative, collaborative process that included:

- Ongoing coordination with USFS and Pitkin County operational staff (Road and Bridge, Community Development, Assets)
- Input from emergency responders and search-and-rescue personnel
- Engagement with outfitters, equestrian representatives, conservation organizations, recreation partners, and community groups
- Integration of statistically valid visitor-use data and on-the-ground operational experience

This alternative best balances visitor access, wilderness character, and resource protection while providing a maintainable, long-term solution to the trailhead's parking and access challenges. For these reasons, staff recommends proceeding with the preferred alternative and seeking supplemental budget for construction.

# Budget Supplemental Request

For increases above budgeted revenues or expenditures; new or increased programs, services, or personnel;
or transfers across funds.

| | | | |
|---|---|---|---|
| **Project/Service Name:** | Glassier Farmstead Restoration | **Work Session Date:** | **June 9, 2026** |
| **Department:** | Open Space and Trails | **Budget Year:** | **2026** |
| **Request Type:** | Capital Improvements | **Adjustment Type:** | One Time Adjustment |
| **Fund:** | Open Space and Trails | | |

| | | | |
|---|---|---|---|
| **Staff Responsible:** | Jessie Young and Paul Holsinger | **Prepared By:** | Jessie Young and Paul Holsinger |
| **Budget Staff Review - Name:** | Connie Baker | **Date:** | 5/27/2026 |

## 1) PROJECT DESCRIPTION AND FISCAL IMPACT:

**Project Background:**
Glassier Open Space has been a flagship property of Pitkin County Open Space and Trails (OST) since its purchase and the development of its management plan. Glassier touches on all aspects of OST's mission: to acquire, preserve, maintain, and manage open space properties for multiple purposes, including recreation, wildlife, agriculture, access, and historic purposes. This has created opportunities and challenges in developing cost-effective management actions. One such action item is the Glassier Farmstead Activation action item, which contemplated working with partners to provide affordable housing for seniors, food security workers, teachers, etc. This did not come to fruition. This led OST to conclude that rehabilitation and development would need to be undertaken by OST, with support from Eagle County. Unfortunately, the cost of construction and housing has steadily increased over the years.

Prior to beginning restoration work, the farmstead was designated to the National Historic Register. The farm building cluster consists of an early 20th-century single-family brick house and several contributing farm buildings, including a brick shed, two one-room log buildings, a large log-and-frame barn, and an outhouse. The one-room log buildings and the log barn likely predate the house and may date to the farm's early development after 1891. The designation, while appropriate for the site, required special consideration to preserve the structure's historic elements. This created additional cost.

Design work on the historic home was completed in advance of additional structures, and there was interest in completing livable units within the historic house, with design and permitting for additional structures to follow, dividing the project into phases. This budget supplemental request is for both Phase 1: Historic House Renovation and Phase 2: Garage/Apartment (Barndominium) and Agricultural Storage. Phase 1 was originally approved in the 2026 Budget, with a placeholder allocated for Phase 2 based on the preliminary garage/loft concept. Phase 3 is the rehabilitation of the historic log barn for use by the leaseholders for animal husbandry activities. Through on-site work and refining the needs of the leaseholders, the best use of the site has come into clearer view.

Foundational goals for this project include:
1. **Preserve the Site's Historic Integrity:** Restoring and reusing the historic farmstead structures to preserve the historical integrity of the property and provide for adaptive reuse of historic structures. The site plan and new buildings are designed to complement the aesthetics of the property.
2. **Provide severely-needed affordable housing for lessees and staff.** The renovation plans seek to maximize the number, flexibility and usability of the permitted number of units and the additional square footage allowed for in the Conservation Easement. The restored home will accommodate two two-bedroom units, and the Garage/Loft will accommodate one three-bedroom apartment.
3. **Support Agricultural Lessee's Local Food Production** - Ensure the siting of replacement and new agricultural structures accommodates viable agricultural operations that are compatible with the property's conservation values (scenic, recreation, wildlife).

**Phase 1: Historic House Renovation**
**Amount Budgeted for 2026: $2,140,863**
**Additional Amount Requested: $444,413**
The additional budget required to finalize the historic house is attributed to the following:

*Energy Efficiencies and Climate:* After the contractor was engaged, additional opportunities were identified to improve the energy efficiency of the project and pursue a heat pump system instead of electrical baseboard heating. This aligns with the department's and the overall county's climate goals.

*Unforeseen Structural Remediation Needs*: The initial demolition of the non-historic additions began in January 2026. Upon removal, it was clear that two areas of masonry were of concern. A crack (Figure 1) on the west wall, where the previous bedroom addition was located, and a much more significant area of settling and deterioration on the north (Figure 2). This was the location of the CMU addition that concealed this problem and likely contributed to it. The engineers were engaged to advise on stabilization requirements as the final solution was developed.

At the same time, the architects and engineers were working on the best way to connect the new addition to the existing stone foundation without undermining the historic house or exacerbating the cracks in the bricks on the west wall. Soil conditions on the north side of the house were distinct from those previously understood in the soil testing for the adjacent septic system work, which required deeper excavation and backfilling with structural fill. The soils and the need to protect the integrity of the historic foundation required revisions to the foundation design to a slab-on-grade system rather than a crawlspace, which allowed for a cantilevered slab condition, eliminating the need to excavate near the existing footings.

The original analysis of the overall roof framing led to the simple addition of new framing members alongside the existing 2x6 materials. As the project progressed, a detailed analysis of the roof structure at the north facing dormer raised concerns from the structural engineer. This area had been performing well, but it was unclear how the structure was actually working. This led to concerns from the structural engineer who created an initial design of steel reinforcement, which would have led to further delays and complexity. Ultimately the engineers were able to devise a wood framing solution, which is represented in this change order.

These challenges required additional engineering, design, and materials and labor costs, and required change orders to the permit, which have caused an extension to the project's timeline, pushing the estimated completion date from August to November.

**Phase 2: Garage/Apartment**
**Placeholder in 2026 Budget: $1,500,000**
**Additional Request: $639,951**
**Additional for Ag Support and Temp Lease Facilities: $143,000**

A placeholder for this phase of the project was included in the 2026 budget with the intent to return to the Open Space and Trails Board and BOCC with more accurate project costs. The intent of Phase 2: Garage/Apartment is to replace the white garage, which has been demo'ed on the property due to its poor condition, with a four-bay garage with a 3-bedroom loft apartment. Current renovations of the historic home and construction of the Garage/Apartment have been carefully considered and discussed with staff, contractors, stakeholders, and leaseholders to determine the best site plan. Agricultural activities at Glassier include four leaseholders, three of whom have their home bases at the Glassier homestead and whose activities range from small-scale animal husbandry and haying to vegetable production. This makes traffic, infrastructure needs, and collaboration incredibly important for maintaining a functioning agricultural hub and open fields throughout the remainder of the property.

While the site plan originally contemplated replacing the "white garage" in its original location, a revised site plan that moves the Garage/Apartment to the location of the non-historic, large metal barn was identified as the most suitable location. This location offers several advantages over the initial "white garage" location, as it optimizes the site's agricultural uses by providing opportunities to improve the site's functionality and long-term use, and to support the growth of lessee operations; improves the livability of the residential units; and preserves the integrity of the historic site. Importantly, setting the Garage/Apartment back in this already disturbed location will preserve the public's visual access to the historic farmstead, which shows its evolution over time and the relationship among the historic log structures, barn, and brick home.

The current use of the large metal barn is for storage for both hay and agricultural equipment and while functional, it is not optimal for the site's agricultural operations and multiple leaseholders; more strategically located, lower-volume, and smaller agricultural structures will better serve the lease areas. The Garage/Apartment will provide many of the functions that were previously accommodated in the white garage, including cold storage, wash/pack, and workspace. The storage needs currently accommodated in the large metal barn will be better met by a new hay barn and two loafing sheds. A three-sided hay barn (sized at 25x60' and 15' tall) will be suitable for square bale storage and can be sited on Lease E, closer to the historic barn, thereby improving operational efficiencies for haying and livestock. Two additional 10x30-ft loafing sheds are needed for agricultural equipment storage (tractor/implements, tools, and materials) to support the lease areas used for vegetable production. These may be sited within the established farmstead area or strategically located along Hooks Spur Road/the Rio Grande Trail, provided they are compatible with the property's other conservation values – both options are allowed in the Conservation Easement. The budget request includes temporary support structures for washing and packing veggies, which may be needed depending on project timing to fulfill OST's commitments to leaseholders for access to specific facilities during site build-out.

**Phase 3: Historic Log Barn**
**Place Holder in Budget: $0**
**Additional Amount Requested: $280,000**

On April 1, a $214,000 grant application was submitted to the State Historic Fund for the Log Barn stabilization project. This was our second attempt to secure this funding. The scope of the project only stabilizes the structure and does not make it usable. If awarded, the grant's matching funds would be $72,000. This stabilization cost is based on the project running concurrently with the Glassier House, to save on the General Conditions and Mobilization.

As the larger picture of the working of the site has come into view, it's clear that returning the barn to use would significantly benefit the Leaseholder's animal husbandry activities.

If the grant is awarded, the project will be required to be carried out in accordance with State requirements for preservation practices. These requirements led to the design of the current stabilization-only scheme. The Home Group also provided an estimate for the reconstruction of the Log Barn in the amount of $250,000, using practices that are unlikely to be acceptable to the State Historic Fund, such as dismantling and reconstructing the building in its current form with a new structural system. If the grant funding is awarded, the second phase of the barn rehabilitation into a useful structure is likely to cost in excess of $250,000. This second phase would be eligible for more grant funding, but would also add delays to the project timeline, with no ability to coordinate with current construction activities. The project would need to be fully designed and documented before the grant could be applied for, extending the timeline up to an additional 18 months before construction could begin.

Proceeding without any grant funding would return the barn to a useful structure for the leaseholders, likely by 2027, at a significantly lower cost. The $250,000 estimate reflects construction costs with some assumed overlapping General Conditions. Soft costs in the form of engineering, permitting and some civil work are estimates at this point. The inclusion of the Log Barn rehabilitation in this supplemental request takes advantage of the timing of other construction activities on the site and accelerates the completion of the bigger picture of the uses of the site.

**Opportunities for Value Engineering and Cost Recovery**
The requested budget is what Staff believes is the worst-case scenario.

Through the course of the project, the intent has been to overlap the various building timelines to realize efficiencies in the General Conditions costs, which accrue monthly for the duration of the project. The budgets presented assume no overlap, eliminating the cost savings of overlapping General Conditions. As we move forward, these overlaps can be restored, resulting in overall cost savings.

At this point, the unknowns at the Historic Homestead have been substantially resolved. This should limit future substantive changes to the project scope and delays.

The current budget for the Barndominium is preliminary, based on generic costs. As the project moves forward, more specific numbers may result in lower costs. The contractor has reviewed the new design drawings and is comfortable with the costs as currently stated. The architect and the contractor will continue working to value-engineer the project.

The large metal barn, at the site of the new Barndominium, would be deconstructed and reused on a different property or resold, which may result in some cost savings for other projects or income to the County.

**Cost Comparisons**
While some cost recovery may be possible, these costs still remain on the lower end of the average cost per square foot for homes in Basalt, which typically ranges from $800 to $1,400 per sq ft.
The City of Aspen's Lumber Yard Project is $1,355 per sf or $1.3 million per unit according to the Aspen Times.

The existing Historic Glassier Homestead plus the new addition is 2,105 sq ft. As designed, this is divided into two two-bedroom apartments. The house can also be used as a single four-bedroom house. The total with the increased budget is $1,228 per square foot for two units or (4) bedrooms.
The Barndominium is $807 per square foot for three bedrooms in 1,325 sq ft and 1,325 sq ft of indoor "garage/work" space.

**2) STRATEGIC PLAN GOAL(S) ADVANCED:**

The following "Core Focus Areas & Success Factors" are related to this item;

Flourishing Natural & Built Environment – Success Factors

1. Conserved natural resources and environment
2. Responsibly maintain and enhance County assets
3. Prosperous Economy
4. Responsible and accountable stewardship of County assets

| 3) REQUESTED EXPENDITURE APPROPRIATIONS: Full Cost of Project | | | | |
|---|---|---|---|---|
| Line Item Description | Account Coding | Original Budget Amount | Expenditure Increase/ (Decrease) | Total Adjusted Budget |
| Glassier House Rehab | 11836362.573000.10065 | $2,140,863 | $444,413 | $2,585,276 |
| Barndominium | 11836362.573000.10065 | $1,500,000 | $639,951 | $2,139,951 |
| Log Barn | 11836362.573000.10065 | $0 | $308,000 | $308,000 |
| Additional Ag and Temp Facilities | 11836362.573000.10065 | $0 | $143,000 | $143,000 |
| | **Total New Appropriations** | **$3,640,863** | **$1,535,364** | **$5,176,227** |

| 4) FUNDING | | | | |
|---|---|---|---|---|
| **NEW REVENUE APPROPRIATIONS:** | | | | |
| Line Item Description | Account Coding | Original Budget Amount | Revenue Increase/ (Decrease) | Total Adjusted Budget |
| | | | | |
| | | | | |
| | **Total New Revenue** | | | |
| | | | | |
| **USE OF FUND BALANCE:** | | | **$1,535,364** | |
| | **Total Funding** | | | |

| 5) NET CHANGE TO FUND BALANCE | |
|---|---|
| Total Open Space Fund Balance projected at 12/31/2026 | $20,336,940 |
| **Use of Fund Balance** | **-$1,535,364** |
| Open Space Fund Balance after Supplemental Request | $18,801,576 |

**6) ALTERNATIVE ANALYSIS**

1. Construct the Garage/Apartment in the location of the original “white garage.” This option was originally contemplated, however, as the architectural plans were developed to accommodate the program, solar orientation, and vehicular flow, it was clear that the location was too constrained and would significantly detract from the investment the County has committed to restoring the historic Glasser House and the integrity of the farmstead. Placing the two-story building with substantial volume and height directly behind the historic home would largely block the visual connection to the historic log outbuildings. Additionally, the site constraints at this location (well location, solar gain, snow shedding, circulation) led to a shed-roof design with garages facing north that was not aesthetically congruent with the farmstead and created a situation in which the three housing units looked directly into each other. Proceeding with the original may save some cost, but degrades the overall functionality and aesthetics of the site.

2. Replace only the garage space without the housing space in the replacement location. This would result in the loss of (3) bedrooms. Future costs to add this use would be substantially higher and extend the impacts to the leaseholder operations.

3. Move some items into future budgets, i.e. rough in for solar or leave garage walls unfinished, etc. The implications of this type of cost savings can be more clearly identified if this direction is determined desirable. In some cases, such as the rough in of the solar, wiring can be installed, leaving the equipment to be installed at a later date. It should be understood that there are incentives and rebates associated with the solar that may not be available in the future. In the case of the garage interiors, once the building is in use, it becomes much more expensive and impactful to install finish materials.

Notes:

1. The original Barndominium placeholder estimate of $1,500,000 was based on 2024 construction costs. The Home Group provided an estimate of $1,541,311 for the project as designed in the White Barn location. It includes an assumption of overlapping General Conditions. The budget supplemental described above reflects a small increase in the floor area, the addition of General Conditions assuming the projects on the site do not overlap, and some increased soft costs and utilities related to the new siting. The Home Group believes that there are some savings to be achieved through continued estimating and refinement of the construction details. The budget supplemental included above reflects an approximately 18% increase over the original budget. It should also be noted that The Home Group estimates that construction costs in the valley have increased by 10% to 12% over the last 18 months. The local and global conditions that have led to these increases are unlikely to slow in the near future.

2. Solar Rebates. Holy Cross has a rebate of $2,000 for batteries. The State has a 10% rebate also for batteries through 2026. In addition, if you sign up for the Holy Cross Powerplus Flex, where Holy Cross takes your stored energy several times a month, there is a rebate of $5,000 initially and $103 per month for five years. These rebates are tied to battery storage and we don't have the specifics of the amount of storage included in the preliminary numbers. The number included in this request does not reflect any rebates.

Glassier Budget Supplemental Request
Support Materials
June 2026

Figure 1 - west side



The photo shows the long crack that extends from the top of the wall diagonally to the two arched openings. The crack was concealed by the wood frame addition. The wall had settled approximately 1 1/2" in the center. Several solutions were investigated to avoid undermining the wall further and the foundation redesign was chosen and the most cost effective and least risky solution for the historic wall. The addition of metal ties within the wall to stabilize the crack is included in the revised masonry work.

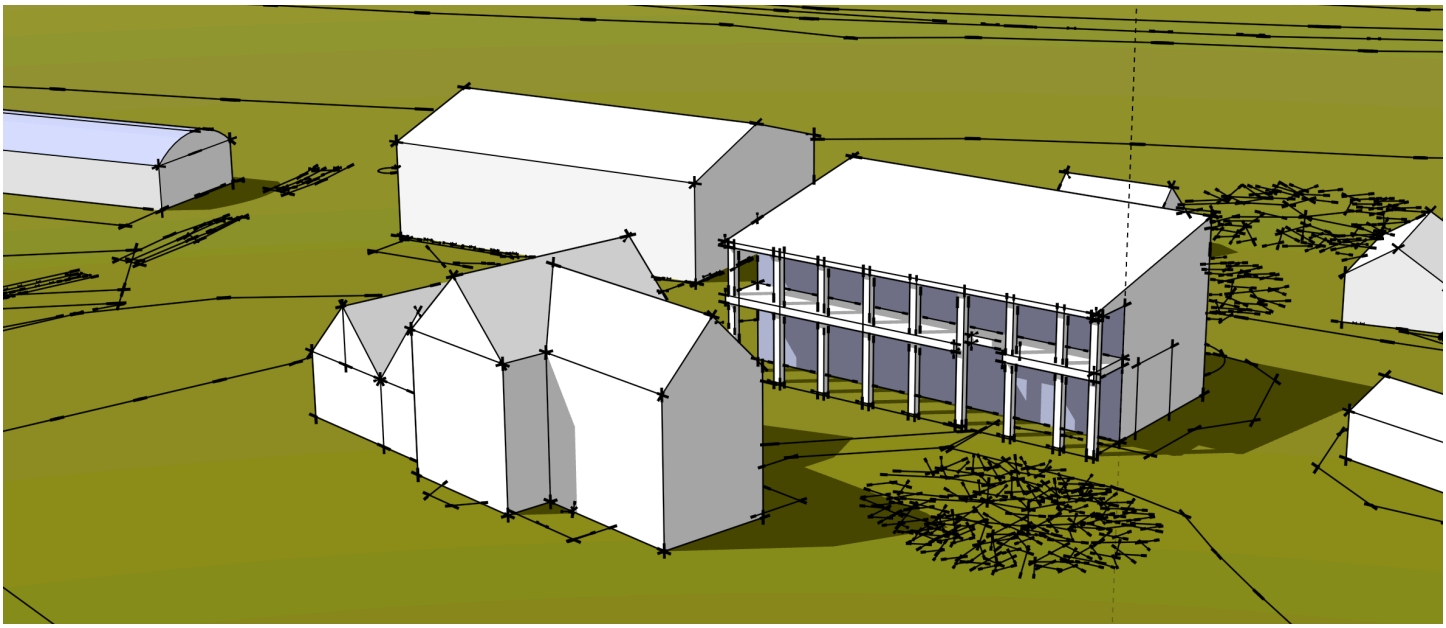


Figure 2 - north side

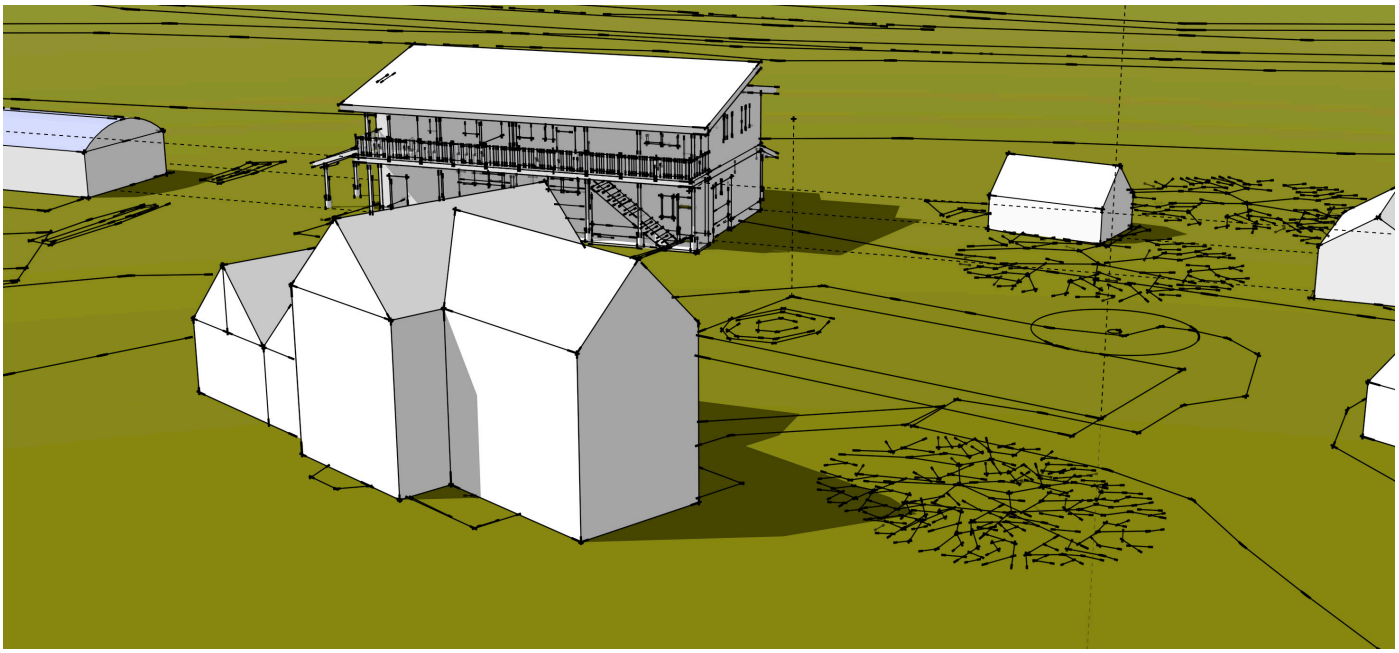
The photo shows the significant displacement of the masonry on the northeast corner of the historic house. This area was previously concealed by the CMU addition. It was also likely caused by movement of that addition. Several solutions were discussed including the complete dismantling of the wall. Ultimately the mason felt comfortable just rebuilding the masonry from the brick arch upward. This solution also includes metal ties inserted into the masonry from both sides to ensure the transfer of loads across the wall. This repair is included in the revised masonry budget.



View of temporary shoring currently in place



Barndo on the originally anticipated site.
The constraints on the building are the driveway on the north side, the well head on the north side and the proximity to the historic house. The design keeps the roof slope low, while still providing for adequate solar exposure. The garage doors are located on the north side, roof design prevents snow sliding above doors. Height is 23'8". Footprint is 54' long x 22' deep, plus a 7' deep deck.



Barndo on the new site.
On the new site, the main level is flipped so that the garage doors are facing south and protected by the upper level deck. The depth of the building is increased by 2' to improve the central living space and kitchen. The roof slope is increased to improve the solar efficiency and the roof is split into two with separate front and back slopes. This improves the aesthetics of the building significantly. Two covered exterior spaces are attached to the north and west sides. Height is 25'3". Footprint is 54' long x 24' deep, plus a 7' deep deck.

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado, Authorizing the Chair to Sign a Grant Application to be Submitted to the Colorado Broadband Office for the Advance-Local Broadband Grant and if Awarded, Approving and Authorizing the Chair to Sign the Grant Agreement

**STAFF RESPONSIBLE:** Drew Petersen, Telecommunications Director
Jeff Krueger, Sr. Advisor

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**ISSUE STATEMENT**:
Staff are requesting approval to submit a grant application to the State of Colorado Broadband Office (CBO) on behalf of Pitkin County for an estimated amount of approximately $200,000 to facilitate the installation dark fiber connecting the new Pitkin County Regional Emergency Dispatch Center at Roaring Fork Fire Rescue (RFFR) Station 42 in El Jebel to valley-wide fiber infrastructure. The resolution also includes accepting the grant funds, if awarded. This is a first reading, with second confirmatory reading and public hearing on June 24th.

**BACKGROUND**:
Pitkin County is currently constructing a new public safety dispatch facility at RFFR Station 42 in El Jebel. This new facility will serve as a cornerstone of valley-wide public safety response and as such requires extremely resilient and redundant connectivity to ensure uninterrupted operations. In a similar pursuit for resiliency, Pitkin County Dispatch also includes satellite dispatching locations in Basalt and Aspen, both of which require direct and reliable connectivity to the primary dispatch center for seamless operations.

The Pitkin County Telecommunications Department (Pitkin Telecom) works to establish resilient and redundant connectivity to anchor institutions and across the Roaring Fork Valley for both public safety and broadband services via wireless and wired technologies. One initiative, known as the Roaring Fork Broadband Project (RFBP), was formed as a partnership between Pitkin County, Town of Snowmass Village, Northwest Colorado Council of Governments (NWCCOG) via Project THOR, and Holy Cross Energy (HCE) and connects all 3 municipalities at key anchor institutions via leased HCE fiber from HCE headquarters in Glenwood Springs. Through these partnerships, Pitkin Telecom has established fiber connectivity between all existing Dispatch locations as well as expanded fiber infrastructure within the Town of Basalt.

Pitkin Telecom has been researching economically viable means to directly connect Station 42 to the RFBP to maximize resiliency and redundancy for both Dispatch and Countywide network operations. The most promising route minimizes construction and costs by utilizing existing infrastructure (both public and private) between Station 42 to an HCE fiber backbone demarcation near Willits Lane. By leveraging partnerships with Town of Basalt, Pathfinder Internet, and HCE, Pitkin Telecom can expand the RFBP to connect Station 42 and develop opportunities for new and stronger partnerships and improved connectivity throughout the Roaring Fork Valley.

The CBO recently announced that $27 million has been appropriated for middle-mile fiber expansion in the State of Colorado through the Advance-Local grant program. The intent of the CBO funding is to support local governments with financial and technical resources to promote middle mile fiber expansion, and to increase the livability and resilience of communities through these investments. The grant requires a minimum of 25% matching funds. The application window for submitting a grant opened on April 29, 2026 and closes on June 29, 2026. Pitkin Telecom staff have had discussions with local, regional, and state partners and believe the El Jebel Middle Mile Fiber Project would be a strong contender for this CBO grant opportunity.

**LINK TO STRATEGIC PLAN:**

- Flourishing Natural & Built Environment
    - Responsibly maintained and enhanced County assets
    - Well planned and livable built environment
- Livable & Supportive Community
    - A sense of personal and community safety
    - Self-sufficient individuals and families
    - Improved community engagement and participation
- Prosperous Economy
    - Sustainable economy and employment
    - Affordable and quality health care options
    - Responsible and accountable stewardship of County Assets

**KEY DISCUSSION ITEMS:**

- Provide staff direction to submit a CBO grant application for the El Jebel Middle Mile Fiber Project and accept the funds, if awarded.

**BUDGETARY IMPACT:** The CBO grant application will require a minimum of 25/75 match from Pitkin County. The full cost for the project is predicted to be around $200K, for which the matching fund contribution from Pitkin County would be approximately $50K, if approved. Depending on construction timelines, funding might be requested in late 2026 through a quarterly supplemental. Otherwise, these funds may be allocated in the 2027 budget since work may not commence until that time.

**RECOMMENDED BOCC ACTION:**
Approve the Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado, Authorizing the Chair to Sign a Grant Application to be Submitted to the Colorado Broadband Office for the Advance-Local Broadband Grant and if Awarded, Approving and Authorizing the Chair to Sign the Grant Agreement. Set for confirmatory reading and Public Hearing on June 24, 2026.

**ATTACHMENTS: Attachment A:** Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado, Authorizing the Chair to Sign a Grant Application to be Submitted to the Colorado Broadband Office for the Advance-Local Broadband Grant and if Awarded, Approving and Authorizing the Chair to Sign the Grant Agreement

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, AUTHORIZING THE CHAIR TO SIGN A GRANT APPLICATION TO BE SUBMITTED TO THE COLORADO BROADBAND OFFICE FOR THE ADVANCE-LOCAL BROADBAND GRANT AND IF AWARDED, APPROVING AND AUTHORIZING THE CHAIR TO SIGN THE GRANT AGREEMENT**

**RESOLUTION NO. _____, 2026**

## RECITALS

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, Pitkin County aims to expand the Roaring Fork Broadband Project ("RFBP") with a middle-mile fiber project to develop broadband infrastructure to the new 911 Dispatch Center in El Jebel, Colorado, and;

WHEREAS, the State of Colorado Broadband Office ("CBO"), has presented available funding for middle-mile fiber infrastructure via the Advance-Local grant program, and;

WHEREAS, Pitkin County is requesting matching funds from the CBO to assist with the Pitkin County RFBP middle-mile fiber expansion, and;

WHEREAS, the BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution of the Board of County Commissioners of Pitkin County, Colorado, Authorizing the Chair to Sign a Grant Application to be Submitted to the Colorado Broadband Office for the Advance-Local Broadband Grant and if Awarded, Approving and Authorizing the Chair to Sign the Grant Agreement and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE _____DAY OF_____, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE ____DAY OF _____ 2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE _____DAY OF _____ 2026.

ADOPTED AFTER FINAL READING ON THE _____ DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) AFTER ADOPTION, ON THE _____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel,
County Manager

*Form Revised 04/01/2026*

## AGENDA ITEM SUMMARY

**REGULAR MEETING DATE: June 10, 2026**

**AGENDA ITEM TITLE**: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, GRANTING UNDERGROUND EASEMENT(S) TO HOLY CROSS ENERGY AND APPROVING A TRENCH CONUIT, AND VAULT AGREEMENT WITH HOLY CROSS ENERGY TO FACILITATE THE ASPEN/PITKIN COUNTY AIRPORT/SARDY FIELD AIRPORT MODERNIZATION PROGRAM

**STAFF RESPONSIBLE:** Diane Jackson, Aspen/Pitkin County Airport Director;
Joe Christie, ASE Program Management Team;
G.R. Fielding, ASE Program Management Team

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**ISSUE STATEMENT**: Staff have been working with Holy Cross Energy to plan and execute various relocations on and around the Airport property. This work is conjunction with the ASE Airport Modernization Program. This batch of documents are needed to facilitate the enabling work in 2026 which will allow the runway shift in 2027.

**BACKGROUND:** Various Holy Cross lines will need to be relocated to facilitate the Aspen/Pitkin County Airport Modernization Program (ASE AMP). This set of documents is to facilitate the moves in 2026 during the enabling phase. The existing lines sit in easements that have been recorded over the years, generally between 1976 and 2025. The existing easements will be vacated by a separate action at such time that new lines are installed and functioning, and construction is completed.

These easements and agreements are needed with any installation of electrical equipment onto the County's various properties. The locations are along the southwest portions of the airport and at the Airport Operations Center. Area adjacent to Owl Creek Road:



**LINK TO STRATEGIC PLAN:** Flourishing Natural Environment: Responsibly maintained and enhanced County assets, and Prosperous Economy: Sustainable economy and employment.

**KEY DISCUSSION ITEMS:**

- Staff and Jacobsen Daniels will be present with several exhibits to aid in discussion.

**BUDGETARY IMPACT:** This portion of the ASE AMP has been accounted for in the 2026 appropriations. The work is estimated to be approximately $480,000.

**RECOMMENDED BOCC ACTION:** It is recommended that the Pitkin County Board of County Commissioners approve and set for second reading on June 24, 2026, AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, GRANTING UNDERGROUND EASEMENTS TO HOLY CROSS ENERGY AND APPROVING A TRENCH CONUIT, AND VAULT AGREEMENT WITH HOLY CROSS ENERGY TO FACILITATE THE ASPEN/PITKIN COUNTY AIRPORT/SARDY FIELD AIRPORT MODERNIZATION PROGRAM

**ATTACHMENTS:**
Attachment Ordinance
Attachment A and B – HCE Underground Right-Of-Way Easement(s)
Attachment C – HCE Trench, Conduit and Vault Agreement

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, GRANTING UNDERGROUND EASEMENTS TO HOLY CROSS ENERGY ("HCE") AND APPROVING A TRENCH CONDIT, AND VAULT AGREEMENT WITH HOLY CROSS ENERGY TO FACILITATE THE ASPEN/PITKIN COUNTY AIRPORT/ SARDY FIELD ("ASE") AIRPORT MODERNIZATION PROGRAM**

**ORDINANCE NO. ___-2026**

**RECITALS**

WHEREAS, pursuant to 30-35-301 C.R.S., the Board of County Commissioners ("BOCC") of Home Rule Counties is authorized to make and publish ordinances for carrying into effect or discharging the powers and duties conferred upon such counties by law as seems necessary, and;

WHEREAS, Pursuant to Section 2.8.1 of the Home Rule Charter ("HRC"), the BOCC is authorized to take official action by Ordinance for certain matters where action is prescribed pursuant to the Colorado Revised Statutes as amended, and;

WHEREAS, Section 2.8.1.1 of the HRC provides that official action by Ordinance shall be required for the "granting of easements in public lands," and;

WHEREAS, Pitkin ("the County") is the owner and operator of the Aspen/Pitkin County Airport/Sardy Field (ASE) and;

WHEREAS, as part of the ASE Airfield Modernization Program (AMP), it is necessary to relocate, install and construct various Holy Cross Energy (HCE) pieces of equipment, electric transmission/distribution lines (with underground vaults, conduit, fixtures, switch gear, reclosers and associated equipment) and;

WHEREAS, in order to accomplish this installation, access easements need to be granted to HCE to install the electrical equipment along the west side of the airfield, and at the Airport Operations Center and;

WHEREAS, approval of this Ordinance will allow the ASE AMP to progress the airfield and facilitate necessary shifts of Owl Creek Road and Trail, and;

WHEREAS, the BOCC desires to grant a utility easement to HCE across property owned by the County, upon the terms and conditions set forth in the Access Easement Agreement. A copy of the Access Easement Agreement(s) is appended hereto as **Exhibit A and Exhibit B**, and;

WHEREAS, the BOCC also desires to enter into a Trench, Conduit, and Vault Agreement upon the terms and conditions set forth in the Agreement. A copy of the agreement is appended hereto as **Exhibit C,** and**;**

WHEREAS, the BOCC finds that adoption of this ordinance is in the best interest of the citizens of Pitkin County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pitkin County, Colorado, that it hereby adopts an Ordinance granting an Underground Easement to

Holy Cross Energy (appended hereto as **Exhibit A and B**) and approving a Trench, Conduit, and Vault Agreement (appended hereto as **Exhibit C**) with Holy Cross Energy for the Aspen/Pitkin County Airport Sardy Field Airport Modernization Program and authorizes the Chair or the Chair's designee to sign the Ordinance and, upon approval of the County Attorney as to form, execute any associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE 10th DAY OF JUNE, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 24TH DAY OF JUNE, 2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE ORDINANCE PUBLISHED IN THE ASPEN DAILY NEWS ON THE ___DAY OF _____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE ORDINANCE POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE ___DAY OF _____ 2026.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE ___DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) AFTER ADOPTION, ON THE ___DAY OF_____, 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE ___ DAY OF _____, 2026.

26.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By:_____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel
County Manager

*Form Revised 04/02/2026*

HOLY CROSS ENERGY
**UNDERGROUND RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Jeffrey H. Woodruff

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Pitkin, State of Colorado, described as follows:

Subdivision: BURLINGAME RANCH Lot: 1B situate in Section 34, Township 09 South, Range 85 West of the 6th P.M., as more fully described at Reception Number 512051 in the records of the Pitkin County Clerk and Recorder's Office, Aspen, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that they are the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this _____ day of _____, 20_____.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

By:_____
Jeffrey H. Woodruff
Chairman – Pitkin County Board of Commissioners

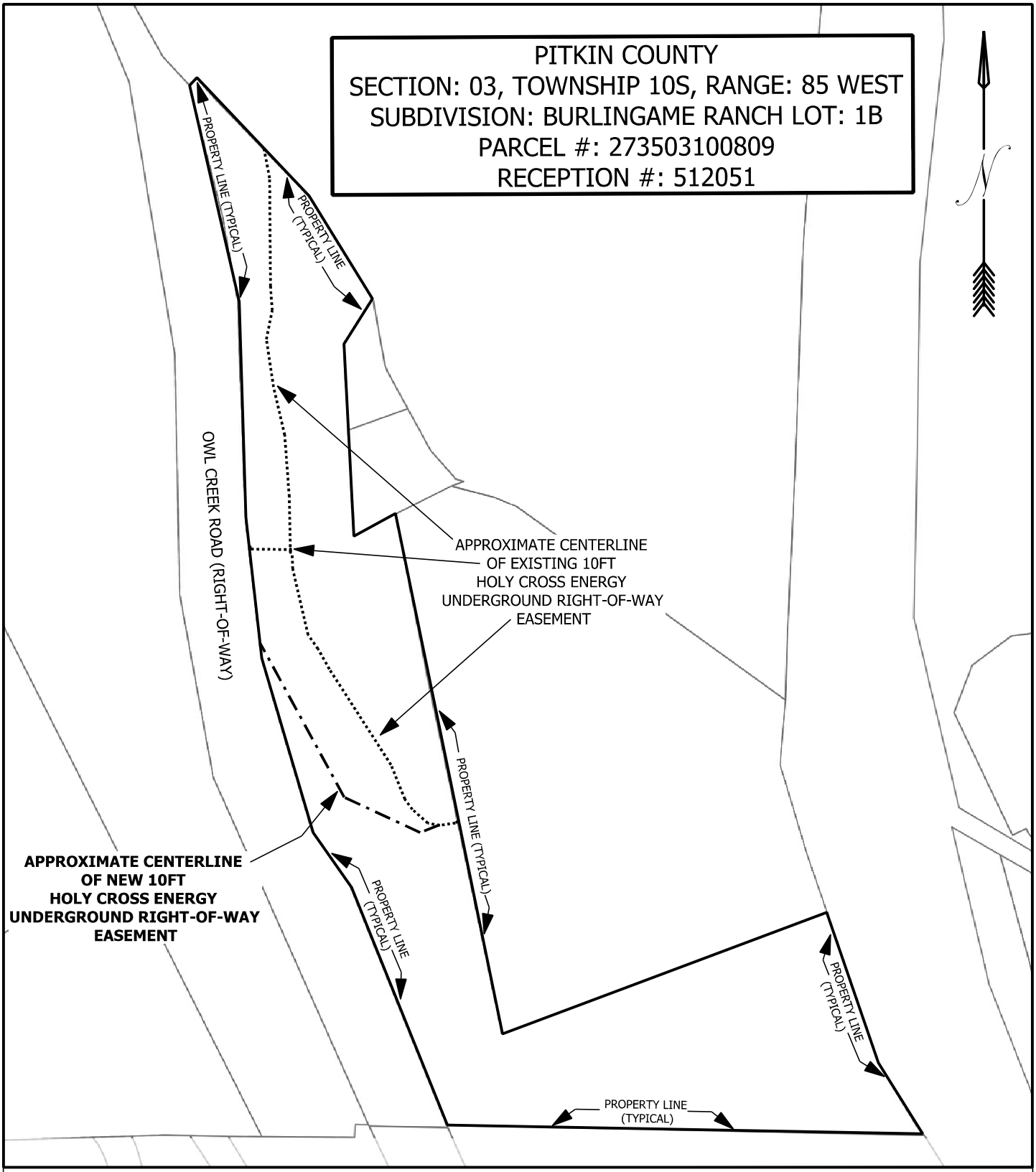
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Jeffrey H. Woodruff as Chairman – Pitkin County Board of Commissioners.

WITNESS my hand and official seal.
My commission expires:

_____
Notary Public

Address: _____




| | | | |
|---|---|---|---|
| Section #: 03 | Township#: 10S | Range#: 85W | County: PITKIN |
| Job Name: PITKIN COUNTY AIRPORT PROJECT - SW | | | W/O#: 25948 |
| Holy Cross Energy<br>Glenwood Springs, Colorado | NOT TO SCALE<br>FACILITY LOCATIONS APPROXIMATE | Date:<br>5/15/26 | EXHIBIT A |

HOLY CROSS ENERGY
**UNDERGROUND RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Jeffrey H. Woodruff

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Pitkin, State of Colorado, described as follows:

A parcel of land situate in Section 03, Township 10 South, Range 85 West of the 6th P.M., as more fully described at Reception Number 211897 in the records of the Pitkin County Clerk and Recorder's Office, Aspen, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that they are the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this _____ day of _____, 20_____.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

By:_____
Jeffrey H. Woodruff
Chairman – Pitkin County Board of Commissioners

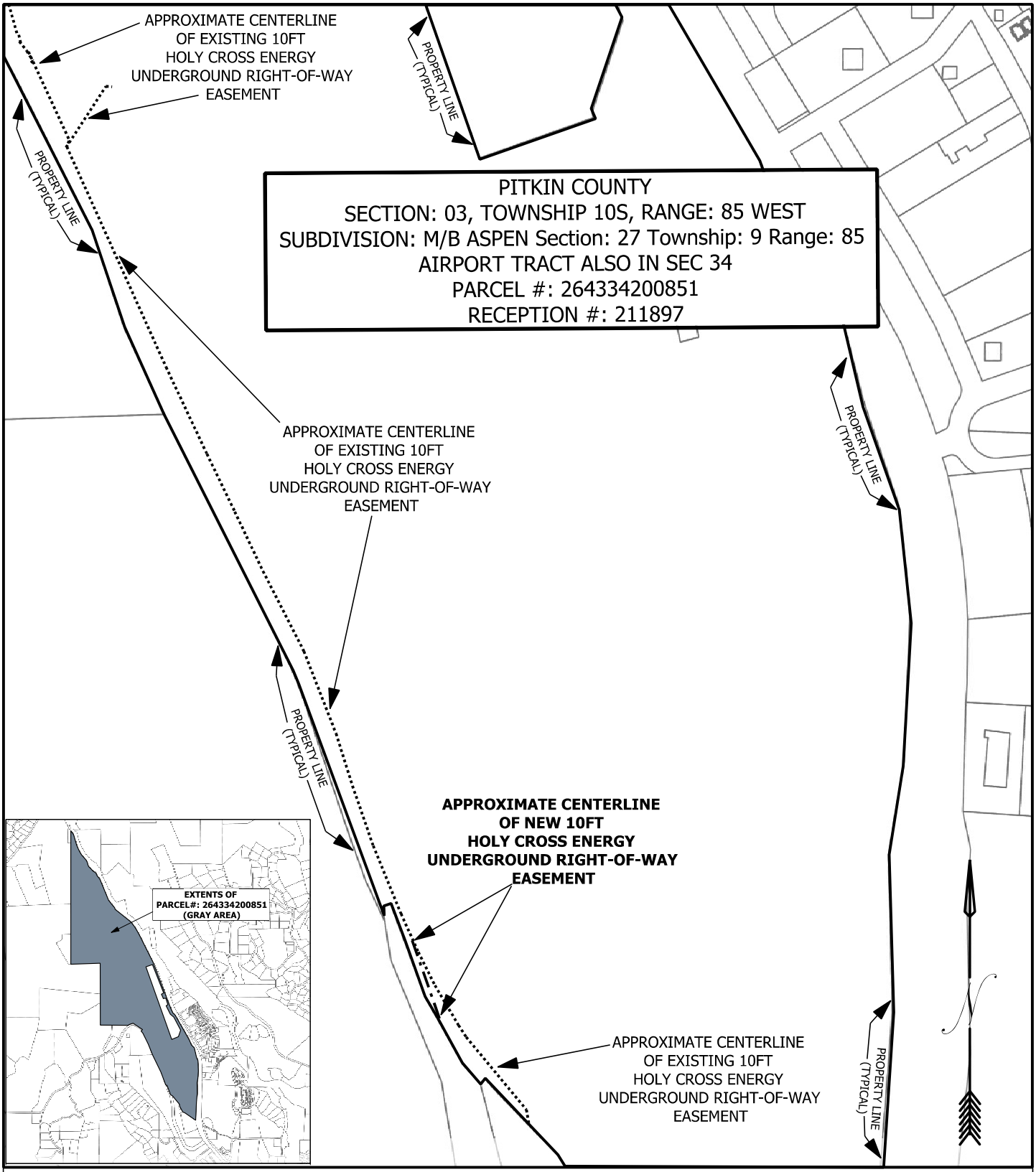
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Jeffrey H. Woodruff as Chairman – Pitkin County Board of Commissioners.

WITNESS my hand and official seal.
My commission expires:

_____
Notary Public

Address: _____




| | | | |
|---|---|---|---|
| Section #: 03 | Township#: 10S | Range#: 85W | County: PITKIN |
| Job Name: PITKIN COUNTY AIRPORT PROJECT - SW | | | W/O#: 25948 |
| Holy Cross Energy<br>Glenwood Springs, Colorado | NOT TO SCALE<br>FACILITY LOCATIONS APPROXIMATE | Date:<br>5/15/26 | EXHIBIT A |

**TRENCH, CONDUIT, AND VAULT AGREEMENT**

This agreement is made and entered into this _____ day of_____, 20_____, between Diane Jackson; Aspen/Pitkin County Airport, ASE, whose mailing address is 0233 E. Airport Rd. Suite A, Aspen, CO 81611, hereinafter called "Owner", and Holy Cross Energy, a Colorado corporation whose mailing address is P. O. Box 2150, Glenwood Springs, Colorado 81602, hereafter called "Holy Cross".

WHEREAS, Holy Cross has been requested by Owner to provide underground electric facilities, hereinafter called "Facilities", to serve a project known as ASPEN-PITCO AIRPORT PROJ-WEST SIDE, hereinafter called "Project"; and,

WHEREAS, Owner is required to provide all excavation, conduit and vault installation, backfill, compaction and cleanup needed to construct said requested Facilities; and,

WHEREAS, Owner owns real property described as follows: A parcel of land situate in Section 34, Township 09 South, Range 85 West of the 6th P.M. and Section 03, Township 10 South, Range 85 West of the 6th P.M., as more fully described at Reception Numbers 512051, 627492, 211897, 108535, 197596, 197597 in the records of the Pitkin County Clerk and Recorder's Office, Aspen, Colorado, hereinafter called "Property", which Property is the real property where the Project is being developed; and,

WHEREAS, installation of Facilities to serve the Project may require trenching or other excavation on certain real property adjacent to the Project described as follows: Owl Creek right-of-way (Pitkin County), Lot 1C, Burlingame Ranch (City of Aspen), Lot 1B, Burlingame Ranch (Pitkin County), hereinafter called "Adjacent Land".

NOW, THEREFORE, Owner and Holy Cross agree as follows:

1. Owner shall provide all excavation, conduit and vault installation, backfill, compaction and cleanup necessary for installation of Facilities to serve the Project. Such excavation shall be located as shown on the construction plans approved by Holy Cross, and performed in accordance with Holy Cross Vault Installation Specifications, Construction Specifications and inspector requirements. Any deviation from the approved construction plans will not be made unless approved by Holy Cross in advance. All Facilities installed hereunder shall be inspected during construction by Holy Cross and shall meet all Holy Cross requirements prior to acceptance of such Facilities by Holy Cross.
   a. Prior to commencement of any work hereunder, Holy Cross shall furnish to Owner its Vault Installation Specifications and Construction Specifications and such specifications are made a part hereof by reference.
   b. All Facilities installed within the Property and Adjacent Land shall be within dedicated or conveyed and recorded utility easements.
   c. The top of all conduits installed hereunder shall be located a minimum of 48" below the final grade of the ground surface.
   d. A twelve-inch (12") minimum separation will be maintained between conduits installed for the Facilities and all other new or existing underground utilities. Wherever possible, this separation will be horizontal. The Facilities conduit separation from plastic gas lines shall be greater than this minimum wherever practicable.
   e. Holy Cross will supply the necessary conduit and vaults for installation by the Owner upon completion of contractual arrangements. Owner assumes responsibility for all material lost or damaged after such material has been issued to and signed for by Owner or by an agent of Owner. Alternatively, Owner may provide its own conduit and vaults meeting Holy Cross specifications for use on the Project and convey such provided material to Holy Cross with an acceptable Bill of Sale. After installation by the Owner and acceptance by Holy Cross, Holy Cross shall continue as the owner of the conduit, vaults and related structures and facilities.
   f. If conduit and/or vault installation provided by Owner for the Project are found to be unusable or improperly constructed, irrespective of whether such discovery is made during or after installation, Owner will be responsible for correcting said problems at its expense as specified by Holy Cross and Owner shall reimburse Holy Cross for all additional costs resulting from conduit and/or vault installation being unusable or improperly constructed.
2. Despite the fact that Holy Cross reserves the right to specify acceptable work performed hereunder, Owner shall perform work hereunder as an independent contractor, including, but not limited to, the hiring and firing of its own employees, providing its own tools and equipment, payment of all wages, taxes, insurance, employee withholdings, and fees connected with its work on the Project.
3. Owner shall obtain all necessary digging permits and utility locations prior to excavation for work performed hereunder. Owner shall repair all damage caused during excavation promptly and at its expense. No excavation will be undertaken within five (5) feet of existing underground electric facilities except under the on site supervision of a Holy Cross employee.

4. Owner shall indemnify, save, and hold harmless Holy Cross, its employees and agents, against any and all loss, liability, claims, expense, suits, causes of action, or judgments for damages to property or injury or death to persons that may arise out of work performed hereunder, or because of a breach of any of the promises, covenants and agreements herein made by the Owner. Owner shall promptly defend Holy Cross whenever legal proceedings of any kind are brought against it arising out of work performed hereunder by the Owner and/or work performed at the direction of the Owner. In the event Owner shall fail to promptly defend Holy Cross, it shall be liable to Holy Cross, and shall reimburse it, for all costs, expenses and attorney fees incurred in defending any such legal proceeding. Owner agrees to satisfy, pay, and discharge any and all judgments and fines rendered against Holy Cross arising out of any such proceedings. Owner also agrees to promptly satisfy and pay any monetary settlements of disputes that arise hereunder, provided Owner has been given the opportunity to join in such settlement agreements. The above indemnification clause shall not apply to state and local governments or local service districts. In lieu thereof, whenever Owner is a government or district it shall procure and maintain in effect at least $1,000,000 of public liability insurance covering the acts, damages and expenses described in the above indemnification clause. Upon Holy Cross' request, such an Owner shall furnish a Certificate of Insurance verifying the existence of such insurance coverage.
5. Owner shall repair, at its expense, any excavation settlement and damage to asphalt paving or other surface improvements caused by such settlement resulting from work performed hereunder within the Property and Adjacent Land for a period of two (2) years beginning on the date backfill and cleanup are completed.
6. Owner, at its expense, shall stop the growth of thistles and/or other noxious weeds in all areas disturbed by excavation performed hereunder for a period of two (2) years beginning on the date backfill and cleanup are completed.
7. In the event Owner shall not promptly complete all of the obligations hereinabove agreed to be performed by Owner, Holy Cross may give written notice by registered or certified mail demanding Owner to complete the work and obligations undertaken by Owner herein, and if such is not completed within 30 days after receipt of such notice by Owner, Holy Cross may complete the work and obligations hereof. If Holy Cross shall be required to complete the work, all costs of completion shall be chargeable to and collectible from Owner.
8. As set forth in paragraph 1 above, Owner covenants that the trench, and all Facilities within the trench installed hereunder shall be located within dedicated or conveyed and recorded utility easements and at the proper depth below finished grade. It shall be the obligation of Owner to properly locate and construct the Facilities within the easement. Should it ever be discovered that such Facilities have not been properly located within dedicated or conveyed and recorded utility easements, or at the proper depth, it shall be the obligation of Owner to provide new easements for the actual location of the Facilities, or to relocate the Facilities within the easement, all of which shall be at the sole cost and expense of Owner.
9. It shall be Owner's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on the Property are accessible by Holy Cross boom trucks and other necessary equipment and personnel at all times. The use of such access by Holy Cross shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Owner hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations that may occur as soon as notified by Holy Cross. Said corrections will be made at the sole cost and expense of Owner.
10. All Holy Cross meter locations must be approved in advance. Notwithstanding such advance approval, it shall be the Owner's responsibility to maintain acceptable access, as determined solely by Holy Cross, to all Holy Cross meters at all times. At any time in the future, should access to any Holy Cross meters be determined by Holy Cross to be unacceptable, then it shall be the Owner's responsibility, at the Owner's sole cost, to correct the access and make it acceptable, as determined solely by Holy Cross.
11. Owner covenants that it is the owner of the above described Property and that said Property is free and clear of encumbrances and liens of any character, except those held by the following: All those of Record.

The promises, agreements and representations made by Owner herein shall be covenants that run with the Property and shall be binding upon the successors in interest, and assigns, of the Property.

The individual signing this Trench, Conduit and Vault Agreement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

Holy Cross Energy, a Colorado corporation

By:_____
David Bleakley – Vice President, Engineering

Diane Jackson
Aspen/Pitkin County Airport, ASE

By: _____
Airport Director

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Diane Jackson as Airport Director – Aspen/Pitkin County Airport, ASE.

WITNESS my hand and official seal.
My commission expires:

_____
Notary Public

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by David Bleakley – Vice President, Engineering, Holy Cross Energy, a Colorado corporation.

WITNESS my hand and official seal.
My commission expires:

_____
Notary Public

Address: _____

# AGENDA ITEM SUMMARY

**WORK SESSION DATE:** June 10, 2026

**AGENDA ITEM TITLE:** Resolution of the Board of County Commissioners of Pitkin County, Colorado, overruling Pitkin County Planning and Zoning Commission Resolution No. PZ-009-2026 and authorizing implementation of the Phillips Mobile Home Park Project

**STAFF RESPONSIBLE:** Kara Silbernagel, County Manager
Ashley Perl, Housing and Resiliency Director

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**ISSUE STATEMENT:** The Phillips Mobile Home Park Project (the "Project") recently went to the Pitkin County Planning and Zoning Commission (P&Z) for a Location and Extent Review (L&E). Two meetings were held on April 21st and May 5th to review the project's conformity with the applicable master and comprehensive plans. On May 5th, the P&Z found the proposed Project not in conformance with the 2016 Woody Creek Master Plan and the 1987 Down Valley Comprehensive Plan and therefore denied the L&E application. The matter is now before the Board of County Commissioners ("BOCC") who have final review authority over the recommendations of the P&Z. The Project must receive L&E plan approval to move forward and is seeking that approval now to enable infrastructure construction to commence during the 2026 construction season.

**BACKGROUND**: The County purchased the Phillips Mobile Home Park ("PMHP") and the associated 65 acres of land for $6.5 million in 2018. The PMHP is located between Highway 82, the Roaring Fork River, the Rio Grande Trail and the steep mountain sides of Snowmass Canyon. The property was desirable to the County for its housing inventory, and surrounding property that benefits from significant water rights and access to the Roaring Fork River.

The PMHP currently comprises roughly 35 units and provides affordable housing in the Woody Creek/Old Snowmass area. The Phillips family originally purchased the 65 acres in the 1930s and turned some of the property into a mobile home park in the 1960s. Pitkin County purchased the Phillips property and mobile home park in 2018 when the family was ready to sell the property with the County goal to help preserve naturally occurring affordable housing for the benefit of the whole community.

The County's intention has always been to preserve the mobile home park units, to the greatest extent possible, and the concept of adding new units of affordable housing on the surrounding acres has been considered since the early stages of the Project, even before the mobile home park was formally purchased. The County also had a goal from the very beginning to provide for the health, safety, and welfare of the current residents as best it could.

Since December 2016, the BOCC has participated in 33 public forums regarding the PMHP, including regular meetings to approve the purchase and to consider Open Space and Trails enforcement authority, leases from the State Land Board, and Subdivision Exemption. Staff and the BOCC deliberated during dozens of work sessions discussing topics ranging from Health Impact Assessments, budgets, how many total units of housing are desired, urban growth boundaries, subsidies for affordable housing, irrigated agricultural lands, water rights, architectural character, lot rents, water and wastewater treatment facilities, and overall affordability of the project for the County and for the existing and future residents. There was one BOCC and staff field trip to the mobile home park and other individual trips with new commissioners after the original field visit. In

addition to these public forums many meetings of different types and with different intents have been conducted for, and with, the residents of PMHP.

Near the beginning of this process, a Health Impact Analysis (HIA) was completed which delineated and brought into sharper focus many of the issues the property faced and identified the paths forward to aid in solving those. These issues included things such as needing a wastewater treatment facility as opposed to the various onsite wastewater systems that currently exist on the property, needing additional water storage for firefighting flows, mitigating debris flow hazards, and providing housing security and affordability.

Over the past eight years the BOCC has considered how to best manage and potentially develop the property. From the beginning it was known that if any additional housing were to be added to the site, those changes would not be in conformance with the Woody Creek Master Plan. During this time of consideration, the BOCC has struggled to define the correct density of any additional affordable housing on the site. At one early meeting, options were presented that ranged from the extreme of removing the riverview units and not replacing them to developing nearly 80 new units on the property resulting in approximately 120 total units. Neither of the extreme options were tenable to the majority of the BOCC, and a series of conversations and compromises have resulted in a moderate number of additional housing units proposed for the property.

At a work session in February 2022 the BOCC provided three pieces of direction to staff: 1) all Commissioners agreed that it was important for the safety of the Riverview residents to work towards relocating those residents to another location, 2) the BOCC agreed that staff should investigate adding new affordable housing in the area currently occupied by the ranch house, and 3) the BOCC generally agreed that staff should work with consultants to create a design that included 57 units plus a few more, somewhere around 60-70 total units. Based on the February BOCC direction, staff came back to the BOCC in December 2022 with a plan for 73 total units in 4 clusters as mentioned and further described in the vertical construction section below. The BOCC supported this plan. Since that time, and based on that December 2022 direction as well as further detailed discussions with the BOCC, County staff have worked with consultants to refine infrastructure plans to 100% completion, contract for the infrastructure project to begin construction in 2026, and to refine the vertical affordable housing design to 50% completion.

**Deferred Maintenance and Changing Standards**

The Phillips family kept lot rents at the mobile home park significantly below market value for many years. They were able to keep these rents low for the PMHP residents by deferring maintenance of the park's supporting infrastructure. The primary reason that the Phillips family sold the property is because they were no longer able to maintain the property after foregoing amenity and infrastructure improvements for decades. The water and wastewater systems were installed in the 1950s and after years of deferring important maintenance the systems are well beyond their intended lifespans. Various water and wastewater infrastructure assessments conducted while under County ownership have recommended wholesale replacement of both the water systems and the wastewater systems.

For a Colorado mobile home park, water and wastewater requirements have become more detailed and more closely monitored than they were in the past. The focus is no longer just on having water and sewer service available. The expectation now is that the systems are tested, documented, maintained, and operated in a way that protects residents, nearby properties, and downstream water resources.

On the drinking water side, Colorado and federal standards require routine monitoring for bacteria, nitrate, lead and copper, arsenic, disinfection byproducts, PFAS, and other regulated contaminants. Colorado has also increased its focus on mobile home parks through additional CDPHE testing and review. For a project like this, that means water quality, source reliability, storage, backflow prevention, distribution piping, and ongoing operations all need to be considered as part of the overall infrastructure plan.

Wastewater requirements have also become more stringent. New or modified wastewater systems must be properly designed, reviewed, permitted, treated, and monitored. The system must have adequate capacity and must be operated so it does not create public-health concerns, sewer backups, groundwater impacts, or impacts to nearby streams, ditches, reservoirs, or downstream users. Nutrient controls for nitrogen and phosphorus are also part of the broader water-quality discussion because these pollutants can contribute to algae growth and degraded water quality.

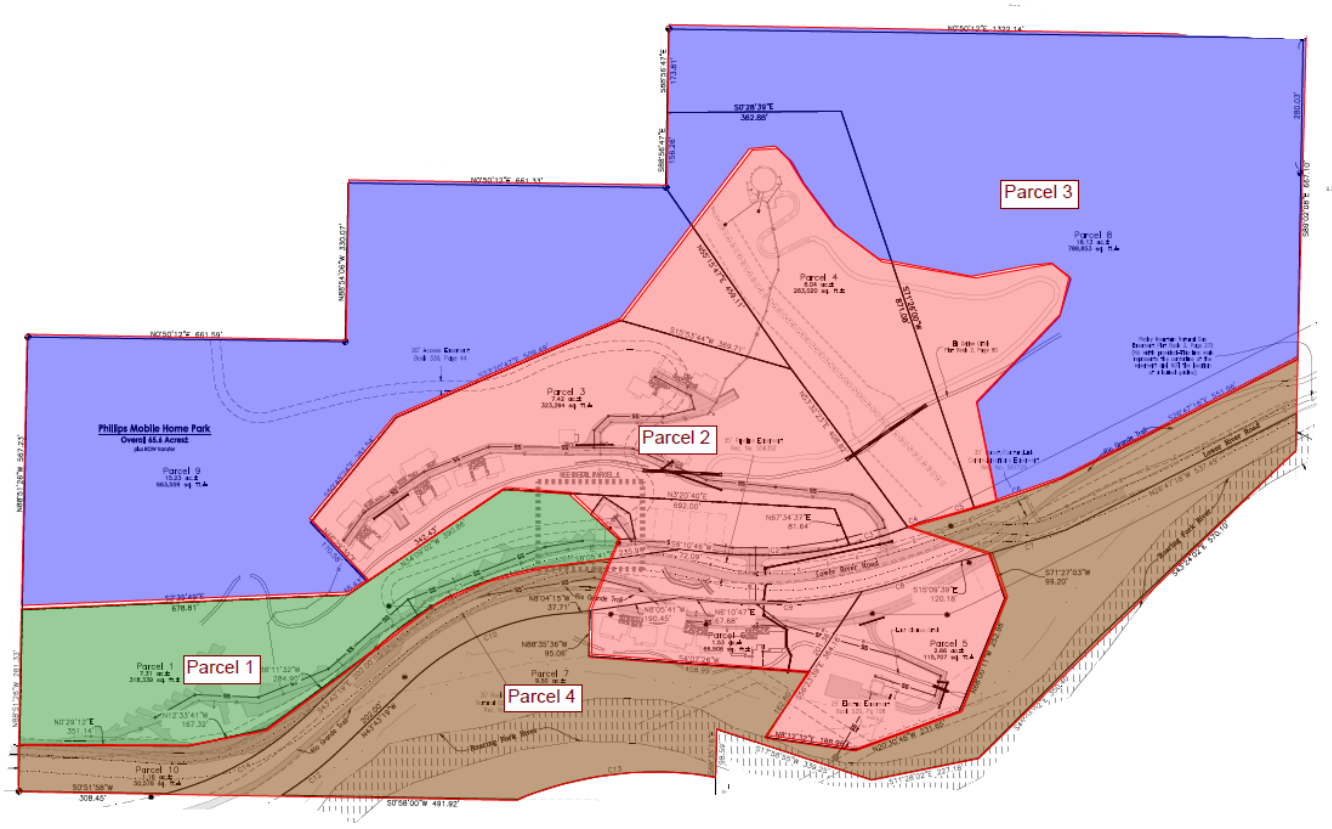
These changes will help the PMHP by reducing risk to residents and improving the reliability of the infrastructure. Better testing can identify water-quality issues before they become larger health or compliance problems. Proper wastewater collection and treatment reduce the potential for odors, overflows, groundwater impacts, and maintenance emergencies. From a project standpoint, these standards support better planning, better documentation, and more predictable long-term operation of the water and wastewater systems.

The larger community also benefits from these changes. Improved drinking water oversight and wastewater treatment help protect shared groundwater, streams, ditches, reservoirs, and downstream water supplies. Addressing these items as part of the project helps demonstrate that the development is being planned responsibly, with attention to public health, environmental protection, regulatory compliance, and long-term infrastructure performance.

**Subdivision Exemption**

This past February, through Pitkin County BOCC Resolution No. 026-2026, the BOCC divided the PMHP property into four parcels.

1) Parcel 1 (6.07 acres) encompasses the Hillside portion of the existing mobile home park.
2) Parcel 2 (21.84 acres) includes the land that is planned for the additional affordable housing units and the supporting water and wastewater infrastructure.
3) Parcel 3 (32.09 acres) is largely undeveloped, reflecting existing open space conditions.
4) Parcel 4 (14.58 acres) includes the Riverview portion of the existing mobile home park on the west side of the Roaring Fork River, riparian areas and floodplain, as well as utility corridors, and RFTA and Rio Grande Trail rights-of-way.




The concept of subdividing the property into smaller parcels was developed to aid in possible future partnerships, potential change of ownership of a portion of the property, potential future governance of the parcel(s), and in recognizing different future uses for the different portions of the property.

**Location and Extent Review Submission and Process**

The Location and Extent review process is established by state statute and delineated in the Pitkin County Code sections for Land Use. This review determines "whether the project is in conformance with the applicable county comprehensive plan or master plan." The applicable master plans considered for this application included the 2016 Woody Creek Master Plan and the 1987 Down Valley Comprehensive Plan. A Location and Extent Review application for the Project was submitted to the Pitkin County Community Development Department by Davis Horn Inc. on behalf of the Pitkin County BOCC on February 18, 2026.

The submission was found to be complete by County Staff, and referred to:

- Pitkin County Agencies: Attorney, Open Space and Trails, and Healthy Rivers and Streams.
- Woody Creek Caucus
- State Agencies: Colorado Geological Survey and Colorado Parks and Wildlife
- RFTA

Comments were received from Pitkin County Open Space and Trails, Pitkin County Healthy Rivers and Streams, Woody Creek Caucus, Colorado Geological Survey, Colorado Parks and Wildlife, and RFTA.

County Community Development staff then provided an Agenda Item Summary, draft resolution recommending a finding that the project is not in conformance with the Woody Creek Master Plan, the 719 page application, all referral comments, and a staff analysis of the land use code and both Master Plans to the Pitkin County P&Z for its consideration.

The P&Z's meeting to review the application was scheduled for April 21, 2026. This review was continued to May 5, 2026, with both meetings lasting several hours. After hours of deliberation and public comment at both meetings, the P&Z made its findings of the Project's non-conformance with the Woody Creek Master Plan and the Down Valley Comprehensive Plan.

**Land Use Codes Related to Housing**

Land Use Code 1-60-370: CITIZEN HOUSING states that "it is the policy of the County to encourage the existence of a supply of desirable and affordable housing for persons employed in Pitkin County, senior citizens, the handicapped, and other qualified persons of Pitkin County. Pitkin County seeks to preserve existing affordable housing to the extent possible; and to encourage the development of affordable housing within established Urban Growth Boundaries, where employment, services and facilities are typically already established."

The Project is, at its core, a project designed to encourage the existence of a supply of desirable and affordable housing and to preserve existing affordable housing to the extent possible.

Land Use Code 1-60-70: Rural Development states that "[w]hen proposing future development outside of Urban Growth Boundaries, the following elements should be considered:

> (a) Pitkin County seeks to preserve its natural, rural scenery and natural landmarks for the benefit of its residents and the continued viability of its resort economy.
> (b) Planned unit style development (PUD), designed to integrate siting in harmony with the environment and consistent with land use policies, is encouraged. Such development tends to minimize the cost of governmental and other services, maximize open space, preserve agricultural lands, and minimize automobile congestion and hazardous conditions on public roads and highways.
> (c) New development should be compatible with and not fundamentally change the character of any neighborhood or area.
> (d) Pitkin County does not generally support extensions of public utilities such as municipal water and sewer lines outside of the Urban Growth Boundaries (UGBs)...
> (g) To the extent possible, the County seeks to protect scenic corridors along highways, county roadways and mountain road systems…."

The Project has been designed to preserve natural and rural scenery, maximize open space, preserve agricultural lands, and "be compatible with and not fundamentally change the character of any neighborhood or area" in alignment with section 1-60-70 of the Pitkin County Land Use Code.

### Wastewater Treatment

Currently, wastewater treatment at the PMHP consists of 4 separate aged septic systems. Portions of two of these septic systems encroach on property owned by the Colorado State Land Board. The systems have failed County required inspections in the past. The distribution lines, septic tanks, and leach fields do not meet current updated standards and the system in its entirety is well beyond the expected functional lifespan.

The proposed new wastewater treatment facility will be a fully designed Aquapoint Bioclere system. This system and its design were submitted to, and approved by, the State of Colorado's Department of Public Health and Environment (CDPHE). Because of updated state requirements, the new system will fall under stricter standards and provide better wastewater treatment for the health of the larger community than the current system. The new system includes three Aquapoint Bioclere units, two settling tanks, a 625 square foot wastewater treatment building, and will discharge into the Roaring Fork River.

**Water Infrastructure**

There is currently no onsite water storage to serve the existing mobile home park. Having water storage onsite is critical for both fire preparedness and the health of the inhabitants. The planned distribution water tank is sized at 280,000 gallons. Approximately 210,000 gallons are required for appropriate fire flows for the site. This fire flow requirement is 1,750 gallons per minute, for a minimum of 2 hours. Approximately 70,000 gallons in additional tank storage is necessary to meet normal domestic needs of the mobile homes and the planned additional affordable housing. The planned distribution tank will be approximately 50 feet in diameter and 20 feet tall. The proposed construction is to be a partially buried concrete tank with welded steel roof and walls.

The new water treatment facility design has been approved by CDPHE. Because of updated state standards, the proximity of the Ranch House Well to the Roaring Fork River, and the expansion of the water system, the new water treatment facility will fall under stricter standards than the current system. The new system includes 2 newly constructed replacement wells, a new 900 square foot water treatment facility, water softening, chlorination, a 50 gallons per minute pump, a looped water conveyance system, and a 280,000-gallon water storage tank.

**Civil Site Work**

The site work for this project will include laying distribution lines for the water and wastewater systems, service lines to the existing mobile homes, mitigating two debris flow areas for the health and safety of residents, road grading and paving, retaining walls, two new access points off Lower River Road, and other required earthwork to prepare for vertical construction.

**Vertical Construction**

The new affordable housing plan is completed to a 50% schematic design. The plan includes 40 total dwellings, consisting of 4 one-bedroom units, 22 two-bedroom units, 4 three-bedroom units, and 10 four-bedroom units. The new affordable housing units will include a total of approximately 49,000 square feet of finished living space and 16,000 square feet of garage space. The units are clustered into 4 groups, tucked into hillsides and behind treed areas, will use already disturbed areas where possible, and leave much of the property undisturbed by the new development to help preserve the rural character of the Woody Creek area and the PMHP. This 50% design phase has allowed County staff to begin the partnership development necessary to bring this new affordable housing to fruition. Many local community partners have indicated that this type of development is in high demand, and they are interested in being part of the project, but they are waiting for the BOCC to approve the project to further invest their time and resources towards the details of a potential partnership model.

**Traffic**

The Fox Tuttle Transportation Group completed a trip generation analysis for the Project. The purpose of the trip generation analysis was to determine approximately how many trips may be generated by the proposed project and whether further traffic analysis is warranted. The conclusion of this trip generation analysis is that the project is estimated to generate up to 263 new vehicle trips per day, with approximately 19 vehicle trips during the weekday morning peak hour and 20 vehicle trips during the weekday afternoon peak hour.

Fox Tuttle determined that “given the low magnitude of site-generated traffic, the proposed development is not expected to significantly affect traffic operations at nearby intersections or along adjacent roadways. Access intersections are low volume and expected to operate acceptably. It is anticipated that the existing roadway network can successfully accommodate project traffic from the proposed Phillips Affordable Housing development without the need for additional analysis or mitigation.”

**Public Transit**
The Roaring Fork Transportation Authority (RFTA) runs a Woody Creek service line. The up-valley portion of the route begins at PMHP and ends at the Brush Creek Park and Ride and the down-valley service runs the opposite direction. This service line operates with hourly service from PMHP beginning at 6:08 am, ending at 9:30 am, then resuming at 5:08 pm and running until 12:46 am during the summer and winter operating seasons (early June to mid-September and late November to mid-April). The Woody Creek service line currently does not operate in the spring or fall off-season. Overall, ridership on the Woody Creek service line is low, yet the bus stop at PMHP is responsible for 46% of down valley rides and 45% of the ridership travelling up valley. Anecdotal word from residents of PMHP is that the Woody Creek service line is an important amenity for the park.

**Affordability**
The BOCC has been concerned about overall affordability for residents of the mobile home park and the future affordable housing units since the beginning of this project. Different cost projections based on the total number of units, the cost of infrastructure improvements, cost of annual operations and maintenance, and more have been shared with the BOCC over the years of deliberation of the Project. During these discussions staff have shown that one way to keep the costs more affordable for residents without annual subsidy from the County is to spread the costs out over more housing units. Below are estimates of affordability assuming that the costs are spread across 73 total units. These costs are based on the current contracted cost for infrastructure development, a $230,000 annual operations and property management budget, 20 year capital reserves accounts for the water and wastewater treatment facilities. The estimates do not include any payback for the initial purchase of the property.

| 73 Units assuming 25% infrastructure cost payback | | | | |
|---|---|---|---|---|
| | Estimated Fees/Rates/ Reserves | Loan/Mortgage Estimate (new purchase)/lot rental (mobile homes) | Total | Annual Household Income Required (30%) |
| Mobile Home | $894 | $600 | $1,494 | $59,772 |
| One Bed (stick built) | $953 | $1,467 | $2,420 | $96,800 |
| Two Bed (stick built) | $1,012 | $1,747 | $2,759 | $110,349 |
| Three Bed (stick built) | $1,100 | $2,436 | $3,536 | $141,431 |
| Four Bed (stick built) | $1,158 | $3,534 | $4,692 | $187,700 |

| 73 Units assuming 10% infrastructure cost payback | | | | |
|---|---|---|---|---|
| | Estimated Fees/Rates/ Reserves | Loan/Mortgage Estimate (new purchase)/lot rental (mobile homes | Total | Annual Household Income Required (30%) |
| Mobile Home | $691 | $600 | $1,291 | $51,637 |
| One Bed (stick built) | $741 | $1,467 | $2,208 | $88,302 |
| Two Bed (stick built) | $790 | $1,747 | $2,537 | $101,488 |
| Three Bed (stick built) | $865 | $2,436 | $3,301 | $132,027 |
| Four Bed (stick built) | $914 | $3,534 | $4,448 | $177,933 |

| 73 Units assuming 0% infrastructure cost payback | | | | |
|---|---|---|---|---|
| | Estimated Fees/Rates/ Reserves | Loan/Mortgage Estimate (new purchase)/space rental | Total | Annual Household Income Required (30%) |
| Mobile Home | $557 | $600 | $1,157 | $46,274 |
| One Bed (stick built) | $601 | $1,467 | $2,068 | $82,706 |
| Two Bed (stick built) | $644 | $1,747 | $2,391 | $95,657 |
| Three Bed (stick built) | $710 | $2,436 | $3,146 | $125,845 |
| Four Bed (stick built) | $754 | $3,534 | $4,288 | $171,517 |

The cost estimates shown in the tables above are a large increase for the PMHP residents who currently pay $430 per month for lot rent. Yet, when compared to local mobile home parks that have recently been converted to Resident Owned Communities ("ROC") with financial assistance from local governments, the above costs are similar to ROC current monthly lot costs. As an example, the Aspen Basalt Mobile Home Park near Basalt, CO has a base lot cost of $1,555 per month, which includes water, trash, and community operating expenses. Sewer fees are charged separately. Mountain Valley Mobile Home Park near Carbondale, CO has a monthly base lot cost of $1,510 which includes water, sewer, trash, and all community operating expenses.

**LINK TO STRATEGIC PLAN:**

**Liveable & Supportive Community Core Focus Area**

- Diverse and livable housing options
- Access to recreation, education, arts and culture

**Prosperous Economy Core Focus Area**

- Responsible and accountable stewardship of County assets

**Flourishing Natural & Built Environment Core Focus Area**

- Conserved natural resources and environment
- Responsibly maintained and enhanced County assets




**KEY DISCUSSION ITEMS:**

- Does the BOCC support the resolution as attached?
- Are there any changes to the plans that the BOCC wishes to direct Staff to assess to move the PMHP Project forward?

**BUDGETARY IMPACT:**

More than $2.5 million dollars has been spent on infrastructure and affordable housing design to date. The expected cost for the first phase of the Project, including soft and hard costs for the waste treatment, wastewater treatment, water storage, and civil work, is approximately $18M. The BOCC has allocated $10M for direct construction costs in 2026.

**RECOMMENDED BOCC ACTION:**
Approve the Resolution of the Board of County Commissioners of Pitkin County, Colorado, overruling Pitkin County Planning and Zoning Commission Resolution No. PZ-009-2026 and authorizing implementation of the Phillips Mobile Home Park Project and set for second reading and public hearing on June 24, 2026.

**Next Steps**

If the BOCC approves the proposed Resolution, County staff and the County's Owner's Representatives will work with required permitting agencies to obtain all appropriate permits, allowing the construction and development of necessary infrastructure improvements to begin as early as July 2026.

**ATTACHMENTS:**
**Attachment 1:** Resolution of the Board of County Commissioners of Pitkin County, Colorado, overruling Pitkin County Planning and Zoning Commission Resolution No. PZ-009-2026 and authorizing implementation of the Phillips Mobile Home Park Project and set for second reading and public hearing on June 24, 2026.
**Attachment 2:** Resolution of the Planning and Zoning Commission of Pitkin County, Colorado, finding the Pitkin County Phillips Mobile Home Park Location and Extent Review not in conformance with the 2016 Woody Creek Master Plan, nor in conformance with the 1987 Down Valley Comprehensive Plan. Resolution No. PZ-009-2026.
**Attachment 3:** April 21, 2026 Location and Extent packet materials link - April 21 P&Z L&E
**Attachment 4:** May 5, 2026 Location and Extent packet materials link - May 5 P&Z L&E
**Attachment 5:** February 25, 2026 Subdivision Exemption packet materials link (Agenda item #13) - February 25 Subdivision Exemption
**Attachment 6:** Resolution of the Board of County Commissioners of Pitkin County, Colorado, Granting Approval for the Pitkin County Phillips Mobile Home Park Subdivision Exemption to Create Parcels for Community or Public Facilities. Resolution No. 026-2026.
**Attachment 7:** Pitkin County Land Use Code Chapter 1 link - Land Use Code Chapter 1

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, OVERRULING PITKIN COUNTY PLANNING AND ZONING COMMISSION RESOLUTION NO. PZ-009-2026 AND AUTHORIZING IMPLEMENTATION OF THE PHILLIPS MOBILE HOME PARK PROJECT**

**RESOLUTION NO. _____, 2026**

**RECITALS**

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens.

WHEREAS, Pitkin County is the owner of the Phillips Mobile Home Park, located at 3558 Lower River Road in Pitkin County, Colorado, consisting of approximately 74.58 acres.

WHEREAS, housing affordability, availability and preservation remain one of the most significant challenges facing the Pitkin County and critical issues of county-wide concern directly impacting the workforce, public services, economic sustainability, and fabric of the community,

WHEREAS, on January 24, 2018, the Board of County Commissioners ("BOCC") adopted Ordinance No. 010-2018 authorizing the purchase of the Phillips Mobile Home Park ("PMHP") from the Noyes family for the following reasons listed in the Ordinance:

"5) the family can no longer afford the costs involved in continuing to operate and maintain the Property in its current status and has determined to sell the Property,

6) sale of the property under a typical scenario would entail eviction of the residents, grading of the ground surface, revegetation, and listing of the property. The family does not want to precipitate any eviction of its current residents,

7) If the Ellamae Phillips Company were to close the property, the existing inventory of affordable housing could not accommodate the number of current residents who would be displaced, and the great majority would be faced with either leaving the Roaring Fork Valley or severe financial hardship in finding alternative housing at much greater cost,

8) The Property is desirable having in addition to affordable housing, three large irrigated fields that benefit from significant water rights and access to both sides of the Roaring Fork River which meanders through the Property for ¾ of a mile,

9) The County intends to incorporate the inventory of affordable housing units on the Property into its employee housing program and reserves the ability to sell on the open market, those portions of the Property that are not integrated into affordable housing and/or dedicate those portions to other County programs such as Open Space and Trails or Healthy Rivers."

WHEREAS, the Pitkin County Land Use Code Section 1-60-370 regarding citizen housing

encourages the existence of a supply of desirable and affordable housing and seeks to preserve existing affordable housing to the extent possible, supporting the decision of the BOCC to purchase the PMHP property for the reasons and intent listed in Ordinance No. 101-2018.

WHEREAS, section 1-60-70 of the Pitkin County Land Use Code provides considerations for future developments outside of urban growth boundaries, and the PMHP project has been designed to preserve natural and rural scenery, maximize open space, preserve agricultural lands, and "be compatible with and not fundamentally change the character of any neighborhood or area" in alignment with section 1-60-70 of the Pitkin County Land Use Code.

WHEREAS, in the November 2024 election, 60% of Pitkin County voters approved Ballot Issue 1A, Affordable Housing Mill Levy Increase, approving increased tax collections to support the development of and preservation of affordable housing.

WHEREAS, Pitkin County chose to take an innovative approach to site planning for the recently purchased PMHP by creating a Health Impact Assessment (HIA) aimed at assessing the existing conditions, engaging with residents, and exploring options for continued use of the site for affordable housing. Simultaneously the HIA was used to incorporate community health information into the planning process to better inform decision making regarding potential health impacts.

WHEREAS, between December 21, 2016 and February 25, 2026 the BOCC had participated in 33 public meetings regarding the PMHP, and determined how to most effectively preserve the existing housing while also ensuring affordability and long-term sustainability for current and future residents.

WHEREAS, after many years of consideration and deliberation, at a work session on February 08, 2022 the BOCC provided three pieces of direction to staff: 1) all Commissioners agreed that it was important for the safety of the Riverview residents to work towards relocating those residents to another location, 2) the BOCC agreed that staff should investigate adding new affordable housing in the area currently occupied by the ranch house, and 3) the BOCC generally agreed that staff should work with consultants to create a design that included 57 units plus a few more, somewhere around 60-70 total units.

WHEREAS, on December 20, 2022 County staff presented the BOCC with a plan for a total of 73 housing units clustered on the property, tucked into hillsides and behind treed areas, using already disturbed areas where possible, and leaving much of the property undisturbed by the new development to preserve the rural character of the Woody Creek area and the PMHP, and the BOCC provided direction to further refine this plan.

WHEREAS, on January 16, 2024 during a BOCC work session the BOCC was presented with a refined plan of 73 total clustered housing units, and an outline of the infrastructure development necessary to support that housing plan, in a design that predominantly resembles the plan proposed in this Location and Extent review. At that time, the BOCC directed staff to further refine and develop the PMHP project design beyond the 30%

Design Development (DD) for wastewater treatment, 60% DD for water treatment, 100% Schematic Design (SD) for civil infrastructure, and 100% SD for architecture of the new affordable housing units.

WHEREAS, on June 17, 2025 the BOCC was presented a PMHP project that represented 90% DD for wastewater treatment and water treatment, 70% DD for civil infrastructure, and 70% DD for architecture of the new affordable housing units. This PMHP project plan included 73 total clustered housing units and the infrastructure to support those housing units. At that time, the BOCC provided direction to County staff to move forward with the infrastructure development projects as was presented and to begin developing partnerships to fund the capital stack necessary for the development of the affordable housing units.

WHEREAS, on February 25, 2026, the Pitkin County BOCC approved Resolution No. 026-2026, dividing the Phillips Mobile Home Park property into four parcels. The intent of the Subdivision Exemption was to divide the property into smaller parcels that better align with the future uses for the different portions of the property, to aid in the possible future partnerships on the property, to better allow for potential change in ownership of portions of the property, and to better align with potential future governance of the property.

WHEREAS, pursuant to C.R.S. § 30-28-110 and the Pitkin County Land Use Code, Section 2-30-30(h)(9), Pitkin County applied to the Pitkin County Planning and Zoning Commission (the "P&Z Commission") for Location and Extent Review for the Phillips Mobile Home Park Project. The Phillips Mobile Home Park Project substantially includes five (5) development projects designed to modernize the mobile home park and create additional affordable housing, as follows:

1) Establish new road and utility infrastructure;
2) demolish existing development on the west side of the Roaring Fork River;
3) build additional housing types;
4) establish areas for relocating existing housing units for future housing development; and
5) provide adequate mitigation for the debris flow hazard.

WHEREAS, the Location and Extent review process is a review that operates as part of a legislative design intended to coordinate competing governmental authorities to determine whether a project is in conformance with the applicable county comprehensive plan or master plan.

WHEREAS, the P&Z Commission held a hearing, continued over the course of two (2) meetings, on the Phillips Mobile Home Park on April 21 and May 5, 2026, during which the P&Z Commission heard staff presentation, public comment/testimony, and considered the Location and Extent Review application.

WHEREAS, at the conclusion of the hearing process, the P&Z Commission voted to adopt Planning and Zoning Commission Resolution No.PZ-009-2026 **(attached hereto as Exhibit A)**, finding that the Phillips Mobile Home Park Project is not in conformance with the 2016 Woody Creek Master Plan and the 1987 Down Valley Comprehensive Plan.

WHEREAS, Section 2-30-30(h)(9)(d), Location and Extent Review, in the Pitkin County Land Use Code states that "[i]n the case of a disapproval by the Planning and Zoning Commission of a location and extent review, the Commission shall communicate its reasons to the governing body or official having jurisdiction for the proposed project."

WHEREAS, the BOCC considered the reasons communicated by the P&Z Commission and based on those reasons the following conditions are placed on the development of the Phillips Mobile Home Park project as recommended by Colorado Parks and Wildlife referral comment email dated April 29, 2026, and further recommended by Planning and Zoning Commission Resolution No. PZ-009-2026:

A. No further trails or roads to the east of the represented development up the hill in order to protect the habitat and reduce fragmentation.
B. All dogs kenneled within 50 feet of a residential building or leashed under human control when outside the kennel.
C. Install round handled doorknobs on all exterior doors.
D. Avoid all berry, nut, and fruit producing trees or shrubs for landscaping.
E. Use only bear proof dumpsters and store trash securely until morning of pickup.
F. During construction, all food trash to be stored in a bear proof container or taken off site at the end of each workday.
G. Contractors should not be allowed to take dogs on site during construction.

WHEREAS, C.R.S.§ 30-28-110(1)(b) provides that in the case a county planning commission disapproves a location and extent review application, the commission shall communicate its reasons to the board of county commissioners for the county where the project is located. That board has the power to overrule such disapproval by a vote of not less than a majority of its members. The statute further provides that, upon such overruling, the project may proceed. The only mandatory procedural requirement provided by C.R.S.§ 30-28-110(1)(b) is that the BOCC attain the requisite majority vote to move the project forward to permitting and construction.

WHEREAS, in reaching its decision to overrule the P&Z Commission or not, the BOCC is not limited by the record from the P&Z Commission meetings on the Phillips Mobile Home Park application resulting in the disapproval of the project. Instead, because the quasi-judicial process ended with the P&Z Commission's decision, the BOCC, in exercising its executive/administrative function to determine the proper path forward for the Phillips Mobile Home Park, may and should consider other relevant sources of information, including but not limited to: prior statements of policy and decisions with respect to the Phillips Mobile Home Park, community values, and impacts and benefits on and to the County, its residents, and the region.

WHEREAS, the BOCC reviewed the P&Z Commission's Resolution at a regularly scheduled meeting on June 10, 2026, where the BOCC considered documents and information relevant to the Phillips Mobile Home Park Project and public comment was taken and did the same at a further duly noticed public hearing on June 24, 2026.

WHEREAS, the BOCC finds that it is in the best interests of the citizens of Pitkin County

to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution of the Board of County Commissioners Overruling Pitkin County Planning and Zoning Commission Resolution No. PZ-009-2026 and Authorizing Implementation of the Phillips Mobile Home Park project. In so overruling, the BOCC authorizes the Phillips Mobile Home Park project to proceed as proposed to the Planning and Zoning Commission, as such plans may be modified by this Resolution and further authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE ___DAY OF_____, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE ____DAY OF _____2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE DAY OF
_____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE _____DAY OF _____2026.

ADOPTED AFTER FINAL READING ON THE ____ DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) AFTER ADOPTION, ON THE _____DAY OF_____2026.

PUBLISHED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE _____DAY OF ____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel,
County Manager

*Form Revised 04/01/2026*

**RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF PITKIN COUNTY, COLORADO, FINDING THE PITKIN COUNTY PHILLIPS MOBILE HOME PARK LOCATION AND EXTENT REVIEW NOT IN CONFORMANCE WITH THE 2016 WOODY CREEK MASTER PLAN, NOR IN CONFORMANCE WITH THE 1987 DOWN VALLEY COMPREHENSIVE PLAN**

**Resolution No. PZ - 009 - 2026**

## RECITALS

1. Pitkin County ("Applicant") has applied to the Planning and Zoning Commission of Pitkin County, Colorado, ("Planning Commission") pursuant to C.R.S. 30-28-110(1) and Land Use Code Section 2-30-30(h)(9), for Location and Extent Review for the following development projects at the Phillips Mobile Home Park:

   A. Establish new road and utility infrastructure,

   B. Demolish existing development on the west side of the Roaring Fork River,

   C. Build additional housing types,

   D. Establish areas for relocating existing housing units or for future housing development, and

   E. Provide adequate mitigation for the debris flow hazard.

2. The property is located at 3558 Lower River Road and is legally described in Exhibit A. The parcel is 74.58 acres in size and is zoned Agricultural/Residential-10 Acre ("AR-10"). The property size is conforming for the zone district. The parcel identification number is 246931300002.

3. Previous records for the property include:

   A. In 1979, BOCC Resolution No. 79-111 (Reception No. 218728) denied the rezoning of the Phillips Mobile Home Park.

   B. In 1979, Planning and Zoning Resolution No. 79-159 (Reception No. 220385) approved the Exemption from Abatement and Subdivision Exemption to the Phillips Mobile Home Park.

   C. In 2017, BOCC Ordinance No. 005-2017 (Reception No. 643915) approved the purchase of the Phillips Mobile Home Park.

   D. In 2018, BOCC Ordinance No. 010-2018 (Reception No. 645008) approved the County's purchase of the Phillips Mobile Home Park. This Ordinance replaced Ordinance No. 005-2017.

   E. In 2021, BOCC Resolution No. 040-2021 (Reception No. 680154) approved the designation of the river area on the Phillips Property as Pitkin County Open Space.

F. In February 2026, BOCC Resolution No. 026-2026 approved the Subdivision Exemption to Create Parcels for the Community or Public Facilities. The property is in the process of subdivision to create four (4) parcels. The Subdivision Plat is not yet finalized.

4. The following easement agreements and rights-of-way encumber the subject property:

A. The Roaring Fork Transit Authority right-of-way that accommodates the Rio Grande Trail traverses across the subject property, generally following adjacent to the alignment of Lower River Road (Book 89, Page 98).

B. The Colorado-Ute Electric Association access and utility easement traverses portions of the subject property with an existing access road developed as well as electric transmission facilities (Book 330, Page 44).

5. The Application was referred to the County Attorney, Colorado Geological Survey ("CGS"), Healthy Rivers and Streams Board, Pitkin County-Open Space and Trails ("OST"), Woody Creek Caucus, and Colorado Parks and Wildlife ("CPW"). Comments were received from CGS, Healthy Rivers and Streams Board, OST, Woody Creek Caucus, and CPW.

6. Pursuant to Section 12-20-40(4) of the Land Use Code ("Code"), the Application is exempt from Areas and Activities of State Interest. Chapter 12 is not applicable to Pitkin County projects.

7. The Planning Commission considered this Application at a duly noticed public hearing on April 21, 2026 and May 5, 2026, at which time evidence and testimony were presented with respect to the Application. The Application was found not in conformance with the 2016 Woody Creek Master Plan and the 1987 Down Valley Comprehensive Plan by a vote of 5 - 0.

8. The Planning Commission finds that the request for Location and Extent Review is not in conformance with the 2016 Woody Creek Master Plan, as follows:

A. The Woody Creek Master Plan acknowledges the existing nonconforming development on the subject property and the direction for no expansion of density at the subject property. Given that the Applicant proposes additional dwelling units, the Application is not in conformance with the plan. The following statements from the Woody Creek Master Plan support this finding:

i. "Growth Centers should be synonymous with the urban centers, and kept away from the rural areas which cannot provide the services to support it. One of the policies of the Aspen/Pitkin County Growth Management Policy Plan was 'to divert urban levels of growth away from those areas which are incapable of handling it'" (page 24).

ii. "Mapping of Urban Growth Boundaries has been accomplished in order to stop the sprawl of development into the rural areas of the County. Urban Growth Boundaries promote compact and contiguous development patterns that can be efficiently served by public services and at the same time preserve open space. The benefits of successful urban containment techniques can include more cost-effective provision of public services, encouragement of infill and redevelopment

of existing urban areas, reduction of sprawl and protection of agricultural land and open space resources. The growth boundary is made effective by not expanding urban services beyond them as development tends to follow the expansion of services" (page 26).

B. The Woody Creek Master Plan contemplated the need to replace the infrastructure at the subject property. The plan states that the package plants shall be sized and designed to serve the needs of the already built development and cannot be allowed to be 'growth generators' used as an excuse for expansion. Given that the Applicant proposes to expand the capacity of the water and sewer infrastructure at the subject property, the Application is not in conformance with the plan. The following statements from the Woody Creek Master Plan support this finding:

i. "Proximity to support services and the utilization of public mass transportation is a key ingredient for determining the suitability of an area for more development" (page 25).

ii. "Waste Treatment Plants: Some existing developments in Woody Creek may be suitable for a small package plant sized to serve the existing properties only. These existing developments are Phillips Trailer Park… The package plants should be sized and designed to serve the needs of the already built development and cannot be allowed to be 'growth generators' used as an excuse for expansion" (page 26-27).

9. The Planning Commission further finds that the request for Location and Extent Review is not in conformance with the 1987 Down Valley Comprehensive Plan, as follows:

A. The Application represents expanded growth, density, and development in the rural area, impacting scenic byways and wildlife habitat. The expanded water and sanitary systems are considered a growth generator.

B. The Application does not "preserve the existing development pattern in which Snowmass Village, Aspen, and Basalt are separated by rural areas" (page 84).

C. The Application represents development with minimal access to transit systems, encouraging a car-centric development pattern.

10. The Planning Commission further finds that in the event development is pursued, CPW provides the following wildlife recommendations to consider for development on the subject property:

A. No further trails or roads to the east of the represented development up the hill in order to protect the habitat and reduce fragmentation.

B. All dogs kenneled within 50 feet of a residential building or leashed under human control when outside the kennel.

C. Install round handled doorknobs on all exterior doors.

D. Avoid all berry, nut, and fruit producing trees or shrubs for landscaping.

E. Use only bear proof dumpsters and store trash securely until morning of pickup.

F. During construction, all food trash to be stored in a bear proof container or taken off site at the end of each workday.

G. Contractors should not be allowed to take dogs on site during construction.

11. The relevant master plans for the Location and Extent Review include the 2016 Woody Creek Caucus Master Plan and the 1987 Down Valley Comprehensive Plan. The 2003 Pitkin County Comprehensive Plan states, the "…[Down Valley Comprehensive Plan] remains in effect, but more recent plans for Woody Creek… have amended and replaced portions of this plan." Given that the 2003 Comprehensive Plan does not specify which portion(s) of the DVCP are replaced or which remain in effect, the Planning Commission reviewed both the Woody Creek Master Plan and the Down Valley Comprehensive Plan.

12. Public Notice was published on March 19, 2026, and mailings were sent to property owners within 300 feet of the subject property on March 18, 2026. A public notice sign was placed on the property on April 3, 2026, more than fifteen (15) days prior to the public hearing.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning and Zoning Commission hereby finds that the Pitkin County Phillips Mobile Home Park Location and Extent Review is not in conformance with the 2016 Woody Creek Master Plan, nor in conformance with the 1987 Down Valley Comprehensive Plan.

**PUBLIC NOTICE PUBLISHED IN THE <u>ASPEN DAILY NEWS</u>** on the 19th day of March 2026.

**RESOLUTION ADOPTED** by the Planning and Zoning Commission, the 5th day of May 2026.

May-29-2026

Zachary Matthews Date
Chair of the Planning and Zoning Commission

ATTEST:

Nicole Rebeck-Stout

Nicole Rebeck-Stout
Deputy Director

APPROVED AS TO FORM:

Richard Y. Neiley III
County Attorney

APPROVED AS TO CONTENT:

Suzanne Wolff
Community Development Director

Parcel Identification Number: 246931300002
PLAN.0414.2026

Exhibits:

A. Legal Description

EXHIBIT A – Legal Description

LOTS 4 AND 5 AND THE W 1/2 SE 1/4 NW 1/4 SW 1/4 OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 85 WEST OF THE 6TH P.M., EXCEPT THAT PART CONVEYED OUT BY DEED RECORDED APRIL 15, 1968 IN BOOK 234 AT PAGE 280 DESCRIBED AS FOLLOWS:

A tract of land situated in Lot 4 of Section 31, Township 8 South Range 85 West of the 6th Principal Meridian, lying

Westerly of the center line of the Roaring Fork River, Easterly of the Westerly line of said Section 31 and Northerly of the Southerly line of said Section 31, described as follows:

Beginning at an iron post with a brass cap properly marked for the Southwest Corner of said Section 31; thence N.

00°04'W 1197.67 feet along the Westerly line of said Section 31; thence S. 89°41'E 151.90 feet to a point in the center of said river; thence S. 17°06'57"W 339.25 feet along the center line of said river; thence S. 12°20'E 227.18 feet along the center line of said river; thence S. 45°56'E 350.40 feet along the center line of said river; thence S. 44°16'E 574.11 feet along the center line of said river to it's intersection with the Southerly line of said Section 31; thence N. 89°41'W 751.70 feet along the Southerly line of said Section 31 to the Southwest corner thereof, the point of beginning.

ALSO EXCEPTING THEREFROM, the permanent easement PE-226 Rev acquired by the Department of Transportation, State of Colorado in Rule and Order recorded May 18, 2001 as Reception No. 454572 described as follows:

A tract or parcel of land No. PE-226 Rev. of the Department of Transportation, State of Colorado, Project No. NH

0821-051 Unit 2 containing 0.600 acres, more or less, being a part of Section 31, Township 8 South, Range 85 West, of the Sixth Principal Meridian, in Pitkin County, Colorado, said tract or parcel being more particularly described as follows: Beginning at a point on the Easterly R.F.R.H.A. Right of Way line as recorded in the Pitkin County records, from which the Southwest corner of said Section 31, bears South 05°53'23"W, a distance of 2046.08 feet;

Thence along said Easterly Right of Way line, S. 43°44'37"E, a distance of 185.24 feet;

Thence N. 75°48'30"W, a distance of 42.13 feet;

Thence N. 46°05'37"W, a distance of 168.55 feet;

Thence N. 34°48'18"W, a distance of 151.22 feet;

Thence N. 09°57'25"W, a distance of 151.90 feet;

Thence N. 06°08'42"E, a distance of 168.87 feet;

Thence N. 02°58'47"E, a distance of 177.76 feet to the East-West centerline of said Section 31;

Thence S. 88°54'38"E, along said East-West centerline, a distance of 17.19 feet to the existing Southwesterly Right of

Way line of Lower River Road;

Thence along said Southwesterly line, S. 00°39'10"W, a distance of 106.06 feet;

Thence continuing along said Southwesterly line, S. 01°11'50"E, a distance of 65.53 feet;

Thence continuing along said Southwesterly line, S. 03°02'50"E, a distance of 63.24 feet to a point of curvature;

Thence continuing along said Southwesterly line, and along the arc of said curve to the right with a radius of 585.00 feet, a central angle of 10°54'15", an arc length of 111.33 feet and a chord which bears South 02°24'18"W, a distance of 111.17 feet to a point of reverse curvature;

Thence continuing along said Southwesterly line, and along the arc of said reverse curve to the left with a radius of 195.00 feet, a central angle of 36°34'55", an arc length of 124.50 feet and a chord which bears South 10°26'02"E, a distance of 122.40 feet;

Thence continuing along said Southwesterly line, S. 28°43'29"E, a distance of 121.24 feet to a point of curvature;

Thence continuing along said Southwesterly line, and along the arc of said curve to the left with a radius of 1015.00 feet, a central angle of 02°35'33", an arc length of 45.93 feet and a chord which bears S. 30°01'16"E, a distance of 45.92 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, that parcel of land located in Section 31 Township 8 Range 85 West of the 6th

Principal Meridian conveyed to Roaring Fork Transportation Authority in Quit Claim Deed recorded September 27, 2002 as Reception No. 472733 and as shown in Railroad Right-of-Way Survey, Bates Segment recorded December 16, 2008 in Plat Book 89 at Page 98.

COUNTY OF PITKIN
STATE OF COLORADO

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving a Contract Amendment No. 6 with the State of Colorado Department of Human Services, Behavioral Health Administration for Funding for the Pitkin Area Co-Responder Teams ("PACT") Program

**STAFF RESPONSIBLE:** Raleigh Bacharach-Hope, Mental Health Program Administrator

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**ISSUE STATEMENT**: The Board of County Commissioners is asked to approve a resolution accepting grant funding from the Colorado Behavioral Health Administration for the purpose of the Pitkin Area Co-Responder Teams (PACT) program on emergency reading and set for confirmatory reading on June 24, 2026. This is a continuation of funding received since July 2017.

**BACKGROUND**: Behavioral health continues to be a significant concern in Pitkin County, as reflected in recent community assessments. The 2023 Pitkin County Community Mental Health Assessment identified depression, anxiety, and PTSD as the most frequently reported mental health conditions among residents. Additionally, 25% of respondents reported that a loved one had seriously considered, attempted, or died by suicide within the past year, and 21% indicated that they or a loved one is currently struggling with alcohol use. These findings are further supported by the 2023 Colorado Health Access Survey, which found that 23% of Pitkin County adults reported binge drinking in the past month, exceeding the statewide rate of 18.7%.

The Pitkin Area Co-Responder Team (PACT) Program helps address gaps in the behavioral health continuum by pairing behavioral health clinicians with law enforcement to respond to behavioral health-related calls. This co-response model provides real-time assessment, de-escalation, and immediate connection to appropriate services, reducing reliance on emergency departments and the criminal justice system. In 2025, 65% of active calls were resolved on scene, and 100% of follow-up contacts were successfully resolved, with the program serving 249 unique individuals. Through this collaborative approach, PACT improves outcomes for individuals in crisis while enhancing system coordination and more effectively utilizing public safety resources.

The PACT program was first funded by the Co-responder Grant Program under what was then the Office of Behavioral Health (OBH) in SFY2018 and has continued annually thereafter.

The funding for SFY2027 will support one full-time Mental Health Clinician, who is a Master's level counselor or social worker, and one full-time Case Manager, who coordinates care for clients. These positions are contracted to a mental health provider which also provides clinical supervision; that provider is Health Solutions West, formerly known as Mind Springs Health, which has been the

provider since the program's inception, and was last confirmed through a competitive RFP process led by Pitkin County Public Health in late 2025.

The PACT Clinician co-responds with the Aspen Police Department, Pitkin County Sheriff's Office, and Snowmass Village Police Department to behavioral health-related calls. When appropriate, clinicians also engage with individuals independently of law enforcement to provide continued support and connection to services.

The PACT Case Manager provides ongoing follow-up and care coordination for individuals referred by the clinician, law enforcement, and other community partners as part of the program's wraparound service model.

The grant also supports approximately 71% of the Mental Health Program Administrator position within the Pitkin County Public Health Department. This role is responsible for overall program management, including budget development and oversight, data reporting to funders, facilitation of PACT committees and stakeholder meetings, and subcontractor monitoring. Additional support from Public Health staff, including the Planning and Programs Manager and Finance Analyst, contributes to the program's administration and fiscal management.

Grant funds also support training for law enforcement and PACT team members, as well as key operational expenses. This includes limited direct client support, such as assistance with food, basic needs, and other short-term resources that help stabilize individuals during times of crisis.

The PACT Program is also supported by additional grant funding, including the U.S. Department of Justice Connect and Protect Program, awarded to Pitkin County in September 2024, and the Office of Adult and Juvenile Justice Assistance Byrne State Crisis Intervention Program, awarded in January 2026. These funding sources primarily support a Peer Support Specialist and an additional Co-Responder Clinician. Program funding is further supplemented through a cost-sharing Memorandum of Understanding (MOU) between Pitkin County, the City of Aspen, and the Town of Snowmass Village, which covers program expenses not otherwise funded through grant sources.

Considering all funding sources, the overall goals of the PACT program are:
1. Improve individual outcomes for PACT clients.
2. Identify and address health barriers and inequities for PACT clients.
3. Enhance coordinated responses to the behavioral health needs of PACT clients and increase cross-system efficiency and capacity.

**LINK TO STRATEGIC PLAN:**
Livable and Supportive Community – Self-sufficient individuals and families
Prosperous Economy – Affordable and quality health care options

**KEY DISCUSSION ITEMS:**
Does the BOCC support the continuation of funding for the PACT program from the Behavioral Health Administration's Co-responder Grant program?

**BUDGETARY IMPACT:**
The total grant award is $390,000. In addition, Pitkin County is contributing up to $55,000 in calendar year 2026 toward the PACT Program through a cost-sharing Memorandum of Understanding (MOU) with the City of Aspen and the Town of Snowmass Village. These funds support program expenses not covered by grant funding.

**RECOMMENDED BOCC ACTION:** Approve an Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving A Contract Amendment No. 6 with the State of Colorado Department of Human Services, Behavioral Health Administration for Funding for the Pitkin Area Co-Responder Teams ("PACT") Program on emergency reading and set for confirmatory reading on June 24, 2026.

ATTACHMENTS: List all attachments and add attachment numbers in coordination with the documents.

A. SFY23 - Initial Co-Responder Contract from BHA
B. SFY27 - Co-Responder Contract Amendment from BHA
C. Resolution Approving Acceptance of Funds

*Template Revised 01/2026*

**EMERGENCY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO APPROVING A CONTRACT AMENDMENT NO. 6 WITH THE STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES, BEHAVIORAL HEALTH ADMINISTRATION FOR FUNDING FOR THE PITKIN AREA CO-RESPONDER TEAMS ("PACT") PROGRAM**

**RESOLUTION NO. _____, 2026**

## RECITALS

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, behavioral health challenges continue to impact Pitkin County, with the 2023 Pitkin County Community Mental Health Assessment identifying depression, anxiety, and PTSD as the most frequent reported conditions among respondents and;

WHEREAS, the same assessment found that 25% of respondents reported that a loved one had seriously considered, attempted, or died by suicide within the past year, and 21% indicated that they or a loved one is currently struggling with alcohol use and;

WHEREAS, the 2023 Colorado Health Access Survey reported that 23% of Pitkin County adults engaged in binge drinking in the past month, exceeding the statewide rate of 18.7% and;

WHEREAS, the Pitkin Area Co-Responder Teams (PACT) Program pairs behavioral health clinicians with local law enforcement agencies, including Aspen Police Department, Pitkin County Sheriff's Office, and Snowmass Village Police Department, to respond to behavioral health-related calls, provide on-scene intervention, and connect individuals to appropriate services and;

WHEREAS, the PACT Program enhances coordination between public health and public safety systems, reduces reliance on emergency departments and the criminal justice system, and improves outcomes for individuals experiencing behavioral health challenges and;

WHEREAS, the PACT program was first funded by the Co-responder Grant Program under what was then the Office of Behavioral Health (OBH) in SFY2018 and has continued annually thereafter, and;

WHEREAS, Pursuant to Resolution No. 032-2023, the Board of County Commissioners entered into a new Contract attached hereto as Exhibit A, with the Colorado Department of Human Services, Behavioral Health Administration ("BHA") on July 1, 2022 for the state

fiscal year 2023 in the amount of $367,421 with an initial contract expiration date of June 30, 2023 for the purpose of continuing funding for the PACT Program for the community by partnering with key stakeholder partners, and;

WHEREAS, the BHA has approved a Contract Amendment #6, attached hereto as Exhibit B, for the state fiscal year 2027, which will provide $390,000.00 in additional funds for a total of $2,119,325 for all state fiscal years to continue the PACT Program, and;

WHEREAS, the funding (SFY2027) for continuing the PACT Program will support personnel, training, and program-related expenses and;

WHEREAS, the BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts an Emergency Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving a Contract Amendment No. 6 with the State of Colorado Department of Human Services, Behavioral Health Administration for Funding for the Pitkin Area Co-Responder Teams (“PACT”) Program and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE _____DAY OF_____, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE ____DAY OF _____ 2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE _____DAY OF _____ 2026.

ADOPTED AFTER FINAL READING ON THE _____ DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) AFTER ADOPTION, ON THE _____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel,
County Manager

*Form Revised 04/01/2026*

DocuSign Envelope ID: 11112272-1328-4FF1-A5DE-603A6704D01E

**v.4.08**

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

# STATE OF COLORADO
# DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

| | |
|---|---|
| **CMS #:** 23 IBEH 174374 | **eClearance#:** 2203433 |
| **State Agency**<br>Colorado Department of Human Services<br>Behavioral Health Administration | **Contractor**<br>Pitkin County<br><br>Contractor's State of Incorporation: **Colorado** |
| **Contract Maximum Amount**<br>Initial Term<br>State Fiscal Year 2023 $367,421.00<br>Extension Terms<br><br>Maximum Amount for All Fiscal Years $367,421.00 | **Contract Performance Beginning Date**<br>The later of the Effective Date or July 1, 2022<br><br>**Initial Contract Expiration Date**<br>June 30, 2023<br><br>Except as stated in **§2D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date. |
| **Pricing/Funding**<br><br>Price Structure: Cost Reimbursement<br>Contractor shall invoice: Monthly<br>Fund Source: State General Fund | **Options**<br><br>The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v:<br>Option to Extend Term per §2.C: Yes<br>Option to Increase or Decrease Maximum Amount per §5.B.v: Yes |

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Department of Human Services
Division of Contracts and Procurement

| | |
|---|---|
| **Insurance**<br>Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:<br><br>Worker's Compensation: Yes<br>General Liability: Yes<br>Automobile Liability: **Yes**<br>Protected Information: **Yes**<br>Professional Liability Insurance: **Yes**<br>Cyber/Net. Security-Privacy Liability Insurance: **No**<br>Crime Insurance: **No** | **Miscellaneous**<br>Authority to enter into this Contract exists in: CRS 27-60-104.<br>Law-Specified Vendor Statute (if any): NA<br>Procurement Method: Exempt<br>Solicitation Number (if any): N/A |
| **State Representative**<br><br>Emily Richardson, MSW, LCSW<br>Manager - Co-Responder Services<br>Behavioral Health Administration<br>3824 West Princeton Circle<br>Denver, CO 80236<br>303-866-7709 / emily.richardson@state.co.us | **Contractor Representative**<br><br>Jenny Lyons, Mental Health Program Administrator<br>Pitkin County<br>530 E Main St, Suite 201<br>Aspen, CO 81611<br>970-309-2677 / jenny.lyons@pitkincounty.com |

| |
|---|
| **Exhibits**<br>The following Exhibits are attached and incorporated into this Contract:<br>Exhibit A - Statement of Work<br>Exhibit B - Budget<br>Exhibit C - Miscellaneous Provisions<br>Exhibit D - HIPAA BAA/QSOA |
| **Contract Purpose**<br>In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall implement a Co-Responder Services Program for its community by partnering with key stakeholder partners. |

## Signature Page Begins On Next Page

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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Financial Services
Department of Human Services
Division of Contracts and Procurement

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

| **CONTRACTOR**<br>Pitkin County<br><br>DocuSigned by:<br>Patti Clapper<br>9907BB3F901B4AE...<br>By: Jordana Sabella, Public Health Director<br>Patti Clapper Pitkin County Commissioner<br><br>Date: 6/9/2022 | **STATE OF COLORADO**<br>Jared S. Polis, Governor<br>Department of Human Services<br>Michelle Barnes, Executive Director<br><br>DocuSigned by:<br>Morgan Medlock<br>E05A8D3A58D9435...<br>By: Morgan Medlock Commissioner BHA<br><br>Date: 6/9/2022 |
|---|---|
| 2nd State or Contractor Signature if Needed<br><br>By: Name & Title of Person Signing for Signatory<br><br>Date: | **LEGAL REVIEW**<br>Philip J. Weiser, Attorney General<br><br>By:<br>Assistant Attorney General<br><br>Date: |

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: DocuSigned by: Andrea Eurich 2DEC0DEA600248F...
Andrea Eurich / Janet Miks/Toni Williamson

Effective Date: 6/13/2022

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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## 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for

this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "CORA" means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. "End of Term Extension" means the time period defined in §2.D.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. "Extension Term" means the time period defined in §2.C.

L. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes

to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. "Initial Term" means the time period defined in §2.B.

O. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State;

(iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "State Fiscal Rules" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "Work" means the Goods delivered and Services performed pursuant to this Contract.

AA. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

## 5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper

performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this

Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative, and (v) the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident,

Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S.

## 9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the

State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State,

Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

## 13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

## 14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the

Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## 16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon,

derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

## 18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Federal Provisions (if any).

ii. Colorado Special Provisions in §19 of the main body of this Contract.

iii. HIPAA Business Associate Agreement (if any).

iv. Information Technology Provisions Exhibit (if any).

v. The provisions of the other sections of the main body of this Contract.

vi. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any

exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

ii. Accessibility

Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,

C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

## 20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

## SAMPLE OPTION LETTER (IF APPLICABLE)

| | |
|---|---|
| **State Agency**<br>Insert Department's or IHE's Full Legal Name | **Option Letter Number**<br>Insert the Option Number (e.g. "1" for the first option) |
| **Contractor**<br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc... | **Original Contract Number**<br>Insert CMS number or Other Contract Number of the Original Contract |
| **Current Contract Maximum Amount**<br>Initial Term<br>State Fiscal Year 20xx $0.00<br>Extension Terms<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>State Fiscal Year 20xx $0.00<br>Total for All State Fiscal Years $0.00 | **Option Contract Number**<br>Insert CMS number or Other Contract Number of this Option<br>**Contract Performance Beginning Date**<br>Month Day, Year<br>**Current Contract Expiration Date**<br>Month Day, Year |

**1. OPTIONS:**

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1€:** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

**E. For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

| | |
|---|---|
| **STATE OF COLORADO**<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>SAMPLE ONLY – DO NOT SIGN<br>By: Name & Title of Person Signing for Agency or IHE<br><br>Date: SAMPLE ONLY – DO NOT SIGN | In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.<br>**STATE CONTROLLER**<br><br>SAMPLE ONLY – DO NOT SIGN<br>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval<br><br>Option Effective Date: SAMPLE ONLY – DO NOT SIGN |

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**Exhibit A**
**Co-Responder Services Program**
**Statement of Work**

## I. Goal/Purpose

The Co-Responder Model was developed to provide effective responses to police calls for service that involve people in crisis and those with behavioral health needs. By creating and fostering partnerships between law enforcement and behavioral health professionals, this model aims to divert individuals from unnecessary criminal legal system involvement and/or hospitalization, and link to appropriate and needed services. Program partnerships may also include other first responders who regularly respond to calls for service involving those with behavioral health needs, such as emergency medical services (EMS), paramedics and/or fire department personnel. Colorado is following this model that identifies calls for service where behavioral health (mental health and/or substance use) appears to be a relevant factor. Behavioral health co-responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls. The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.

The goals of the Co-Responder Services Program ("Program") are to:

1. Prevent unnecessary legal system involvement, incarceration and/or hospitalization of individuals with behavioral health needs;
2. Provide alternate care in the least restrictive environment through a coordinated system-wide approach;
3. Prevent unnecessary duplication of behavioral health services; and
4. Facilitate the return of law enforcement units to patrol activities.

## II. Objective

The Contractor shall implement the Program for its community by collaborating with key stakeholders to ensure service delivery, training, and resource coordination. The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program in diverting individuals with behavioral health needs from unnecessary criminal justice system involvement, unnecessary hospitalization, and linkage to needed services.

## III. Activities/Services

A. **Start-up Period for New Project Development:** The Contractor shall establish all required Program partnerships and finalize all required contracts needed to begin its Program operations within three (3) months from the Contract Performance Beginning Date (the Start-Up Period). If the Contractor is unable to implement the Program by the end of the Start-up Period, the Contractor will be placed on a Performance Improvement Plan established in coordination with the Behavioral Health Administration (BHA).

B. **Revised Work Plan:** The Contractor shall provide BHA with an updated Work Plan on at least an annual basis for review and approval.

C. **Steering Committee:**

1. The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss,

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problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

a. Lead law enforcement agency representative;
b. Behavioral health service provider representative;
c. Impacted individual/consumer or family member;
d. Local hospital representative; and
e. Regional Crisis Services Administrative Services Organization Representative.

2. Contractor shall also include other entities in the Steering Committee that it determines are integral to the success of the Program, such as prosecutors, jail administrators, advocacy groups, and harm reduction organizations.
3. The Steering Committee shall be charged with the following:
    a. Initial examination of the nature of the problem and help determine the Program's objectives and design;
    b. Consider how the Program relates to other local criminal justice–behavioral health partnerships that may be in place or are in the process of being established;
    c. Support a forum for planning decisions during the implementation phase and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program;
    d. Designate appropriate staff to make up a Program Coordination Group;
    e. Identify Program barriers to success and help reduce the impacts of barriers on the Program (such as identification of facilities as stated in Section H.4. below);
    f. Develop procedures to ensure that essential information is shared in an appropriate manner as stated in Section H.6. below.

D. **Program Coordination Group:**
1. The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. This Group may be the same as the Steering Committee, if the creation of two separate groups is unrealistic due to workforce and/or resource limitations. The Program Coordination Group shall:
    a. Oversee officer and Program training implementation;
    b. Measure the Program's progress toward achieving stated goals;
    c. Resolve ongoing challenges to the Program's effectiveness; and
    d. Inform agency leaders and other policymakers of Program costs, developments, and progress.
2. The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

E. **Program/Project Manager:** The Contractor shall select a Program/Project Manager (Manager) and establish the Manager's role, responsibilities, and authority that includes support of the Steering Committee and the Program Coordination Group. The Contractor shall communicate

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via email to BHA any changes to the Manager's contact information within one business day of change.

F. **Partnership Agreements:** The Contractor shall develop partnership agreements to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Colorado Department of Human Services (CDHS) and/or BHA do not, however, direct the Contractor (or any other party) to, or give the Contractor (or any other party) authority to, negotiate or enter into any agreements on behalf of CDHS or BHA.

G. **Data Sharing Agreements:** The Contractor shall ensure a data-sharing Business Associates Agreement is developed and put in place between the partner agencies. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA BAA attached to this Contract.

H. **Program Policies and Procedures:** The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval, including specific policies and procedures for the following aspects of the Program:

1. Target Population and Eligibility Criteria: The Contractor shall identify the target population, develop eligibility criteria and develop Program policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include adults at risk for low-level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.
2. Call Taker and Dispatcher: The Contractor shall develop policies and procedures for call takers and dispatchers, including, but not limited to, the call information call takers shall gather, the manner in which dispatchers will be provided with up-to-date information on staffing patterns during shifts, and the geographic areas that identify law enforcement and behavioral health co-responders designated to respond to calls.
3. Stabilization, Observation and Disposition: The Contractor shall develop policies and procedures to help guide co-responder teams (officers and/or behavioral health co-responders) to resolve an encounter with the least restrictive environment for the call's circumstances.
4. Transportation and Custodial Transfer: The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:
    a. Identify facilities that are capable of assuming custodial responsibility, are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement, without specific reasons.
    b. Connect individuals with a friend or family member, a peer support group, or crisis center, when available and in noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers or the team determine the individual would benefit from services and support.
    c. Engage the services of the individual's current behavioral health provider or a crisis team.

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5. Critical Incident Policy: Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response.
6. The Contractor shall submit a draft copy of each of the policies and procedures required under this Section III (Activities/Services), Paragraph H to BHA for review and comment, and work with BHA to resolve all comments from BHA and incorporate corresponding revisions as agreed upon with BHA in the final policies and procedures.
7. Information Exchange and Confidentiality: The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

I. **Program Training and Cross-training**:
   1. State Program Meeting Requirements: The Contractor shall attend an orientation session (mandatory only during Contractor's first year under the Program), monthly Program check-in meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.
   2. Contractor Training: The Contractor shall provide training necessary for Contractor's Program to include:
      a. Officer Training: The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.
      b. Cross-training: The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

J. **Catchment Area**: The Contractor shall define the service and/or catchment area that best meets the community's needs.

K. **Individualized Service Provision**: The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

L. **The Non-Displacement of Resources:** The Contractor shall ensure the Program participants do not receive preferential access to scarce resources that would prevent others in need or on waitlists from being served.

M. **Evidence-Based Practices**: The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

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N. **Staff Time Tracking and Invoicing:** The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

O. **Use of Contract Funds**: The Contractor may use Contract Funds to support, with the approval of BHA, items including but not limited to, the following:
   1. Program personnel, project management and community engagement
   2. Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
   3. Outreach and direct costs for services
   4. Specialized program training
   5. Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
   6. Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions
   7. Collecting and maintaining the data necessary for program evaluation

P. **Subcontractor/Partnership Termination**: In the event a partnership with a subcontractor such as a case management or service provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the State within one Business Day.

Q. **Critical Incident Reporting**: If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the Manager of Co-Responder Services within 3 days to determine any additional actions.

## IV. Deliverables

Activities noted below shall be emailed by the listed Due Date below to cdhs_bhadeliverables@state.co.us unless otherwise specified.

| DELIVERABLES | DATE DUE |
|---|---|
| Revised Work Plan | Due 30 days from Contract Effective Date and after that annually. |
| Program Policies and Procedures Document | During implementation phase:<br>1. Draft document due to BHA 90 days from Contract Effective Date.<br>2. Final document due to BHA 30 days from reviewed draft sent from BHA to Contractor.<br><br>Subsequent updates to policies and procedures due to BHA within 10 days of changes. |
| Submit copy of partnership agreement(s) | Upon execution of partnership agreement(s) |

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| | |
|---|---|
| Participate in a monthly progress status meeting with the BHA Manager of Co-Responder Services. Meetings may be in-person or via phone or video conference. | Monthly |
| Monthly Reporting using template provided by BHA, on current performance outcomes | Monthly - 15 days after the end of the reporting month. |
| Submit copy of subcontract(s) | Upon execution of subcontract(s) |
| Submit copy of the Steering Committee and Policy Coordination Group Member Rosters*<br><br>**If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.* | 60 days after contract execution and as updated |

## V. Performance Outcome Measures and Goals

1. Measure: Number of referrals received and responded to by Program
   Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.

2. Measure: Number of calls that do not result in arrest
   Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

3. Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program
   Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.

COLORADO
Office of Behavioral Health
Department of Human Services

# EXHIBIT B, FY23 ANNUAL BUDGET

| | |
|---|---|
| **BHA Program** | Criminal Justice Diversion - Co-Reponder |

| | |
|---|---|
| **Agency Name** | Pitkin County Public Health |
| **Budget Period** | 7/1/22 - 6/30/23 |
| **Project Name** | Pitkin Area Co-Responder Team (PACT) |

| | |
|---|---|
| **Program Contact Name, Title** | Jenny Lyons, Mental Health Prog Admin |
| **Phone** | 970.309.2677 |
| **Email** | jenny.lyons@pitkincounty.com |
| **Fiscal Contract Name, Title** | Kelly Pazar, Financial Analyst |
| **Phone** | 970.429.6190 |
| **Email** | kelly.pazar@pitkincounty.com |
| **Date Completed** | 3/25/22 |

**All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.**

## EXPENDITURE CATEGORIES

### Personnel Services / Salaried Employees

| Position Title | Description of Work | Gross or Annual Salary | Fringe | Percent of Time on Project | Total Amount Requested from BHA |
|---|---|---|---|---|---|
| Project Director | Provide oversight to include strategic planning and visioning, budget oversight and management of contracts. Fringe benefits include: payroll taxes; medical, dental, STD, LTD, AD&D, UI and life insurance; fitness/wellness benefit; retirement. | $ 91,576.00 | $ 28,856.00 | 6% | $ 7,225.92 |
| Mental Health Program Administrator | Management and administration of the Co-Responder program. Fringe benefits include: payroll taxes; medical, dental, UI, STD, LTD, AD&D and life insurance; fitness/wellness benefit; retirement. | $ 84,699.50 | $ 45,113.48 | 78% | $ 101,254.12 |
| Financial Analyst | Budget planning, monitoring and invoicing. Fringe benefits include: payroll taxes; medical, dental, UI, STD, LTD, AD&D and life insurance; fitness/wellness benefit; retirement. | $ 79,072.00 | $ 26,994.00 | 7% | $ 7,424.62 |

### Personnel Services / Hourly Employees

| Position Title | Description of Work | Hourly Wage | Hourly Fringe | Total # of Hours on Project | Total Amount Requested from BHA |
|---|---|---|---|---|---|
| Administrative Specialist | Staff support, meeting and event setup and breakdown. Fringe benefits include: payroll taxes; medical, dental, UI, STD, LTD, AD&D and life insurance; fitness/wellness benefit; retirement. | $ 26.46 | $ 11.09 | 150.00 | $ 5,632.50 |
| | | | | **Total Personnel Services (including fringe benefits)** | **$ 121,537.00** |

### Contractors / Consultants (payments to third parties or entities)

| Contractor Name | Description of Work | Rate | Quantity | Total Amount Requested from BHA |
|---|---|---|---|---|
| Mind Springs Health | MH services provider | $ 14,916.59 | 12 | $ 178,999.08 |
| Julota | Information platform for client and data tracking, and training in the program | $ 10,500.00 | 1 | $ 10,500.00 |
| OMNI | Data Consultant | $ 670.00 | 12 | $ 8,040.00 |
| TBD | MHFA Training for community | $ 650.00 | 2 | $ 1,300.00 |
| | | | | $ - |
| | | | **Total Contractors/Consultants** | **$ 198,839.00** |

### Travel

| Item | Description of Item | Rate | Quantity | Total Amount Requested from BHA |
|---|---|---|---|---|
| Mileage | Local and regional meetings and trainings | $ 0.585 | 850 | $ 497.25 |
| Per diem | Meals and incidentals | $ 75.00 | 6 | $ 450.00 |
| Lodging | Regional meetings and trainings | $ 185.00 | 6 | $ 1,110.00 |
| Travel to Co-R Conf | Airfare, hotel, and transfers for 9 people | $ 1,300.00 | 9 | $ 11,700.00 |
| | | | **Total Travel** | **$ 13,757.00** |
| **Supplies & Operating Expenses** | | | | **Annual Budget** |
| **Item** | **Description of Item** | **Rate** | **Quantity** | **Total Amount Requested from BHA** |
| Cell Phone | Monthly cell phone for Program Manager (PM) | $ 46.00 | 12 | $ 552.00 |
| Marketing & Supplies | PACT swag, masks, PPE, general supplies for PM use and meetings | $ 244.50 | 12 | $ 2,934.00 |
| Training | Professional development and training for PACT staff and partners | $ 350.00 | 5 | $ 1,750.00 |
| Direct Client Benefits | Supplies to meet specific client needs | $ 4,000.00 | 1 | $ 4,000.00 |
| Co-R Conf Registration | 9 staff | $ 450.00 | 9 | $ 4,050.00 |
| Food | for in-person meetings and trainings | $ 150.00 | 4 | $ 600.00 |
| | | | **Total Supplies & Operating Expenses** | **$ 13,886.00** |
| | | | **TOTAL DIRECT COSTS (TDC)** | **$ 348,019.00** |
| **Less: Expenses per OMB 2CFR § 200** | | | | |
| | | | SubContractor in excess of $25,000 | $ 153,999.08 |
| | | | Rent | $ - |
| | | | Equipment in excess of $5,000 | $ - |
| | | | Other Unallowable Expenses | $ - |
| | | | **Total Expenses per OMB 2CFR § 200** | **$ 153,999.00** |
| | | | ***MODIFIED TOTAL DIRECT COSTS (MTDC)*** | **$ 194,020.00** |
| **Indirect Costs** | | | | **Annual Budget** |
| **Indirect Cost** | **Description of Item** | | **Percentage** | **Total Amount Requested from BHA** |
| 10% De Minimis Rate | Payroll, human resources, grant administration, grant billings, facility and indirect costs that are not covered under the existing categories or budgets. | | 10% | $ 19,402.00 |
| | | | **Total Indirect** | **$ 19,402.00** |
| | | | **TOTAL** | **$ 367,421.00** |

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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# Exhibit C
# Miscellaneous Provisions

## I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template, and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Cost of Living Adjustment - Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget**," based upon a cost-of-living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 21,

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**"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

D. Start-up Costs
If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

F. Licensing and Designation Database Electronic Record System (LADDERS)
The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

G. Contract Contact Procedure
The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

H. The Contractor shall comply with all the provisions and requirements.

I. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment

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to the contract for the timeframe identified and agreed to by BHA and the Contractor.

6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

J. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison, to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_bhadeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;

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b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

K. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
   1. Contractor shall ensure that its subcontractors perform to the terms of this Contract.

B. Any subcontract for services must include, at a minimum, the following:
   1. A description of each partner's participation
   2. Responsibilities to the program (policy and/or operational)
   3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.

C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_bhadeliverables@state.co.us within 30 days of subcontract execution.

D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

## III. Additional Remedies

A. Duty to Act in Good Faith
The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth

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in this contract.

B. Corrective Action
The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.
If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of $300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

## IV. Audit Requirements

A. Independent Audit Requirements
1. "Independent financial audit" shall be defined as follows– a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.

3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports.

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Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a.**

## V. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section IV.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 20% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to cdhs_bhapayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to cdhs_bhapayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

# EXHIBIT D
# HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

## 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

## 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103 and, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

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m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

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required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

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ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

## 4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

## 5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

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b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

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## 10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

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include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

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# APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

# Contract Amendment #6

## Signature and Cover Page

**State Agency**
Colorado Department of Human Services
Behavioral Health Administration

**Contractor**
Pitkin County

**Current Contract Maximum Amount**

**Initial Term**

| | |
|---|---|
| State Fiscal Year 2023 | $367,421.00 |

**Extension Terms**

| | |
|---|---|
| State Fiscal Year 2024 | $475,904.00 |
| State Fiscal Year 2025 | $486,000.00 |
| State Fiscal Year 2026 | $400,000.00 |
| State Fiscal Year 2027 | $390,000.00 |
| Total for All State Fiscal Years | $2,119,325.00 |

**Original Contract Number**
23 IBEH 174374

**Amendment Contract Number**
27 IBEH 204141

**Contract Performance Beginning Date**
July 1, 2022

**Current Contract Expiration Date**
June 30, 2027

Signature page begins on next page.

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Financial Services
Department of Human Services
Division of Contracts and Procurement

## The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

| **Contractor** | **State of Colorado** |
|---|---|
| Pitkin County | Jared S. Polis, Governor<br>Colorado Department of Human Services<br>Michelle Barnes, Executive Director |
| By: Jeffrey Woodruff, Chair, Board of County Commissioners | By: Stephanie Beasley, Commissioner Behavioral Health Administration |
| Date: _____ | Date: _____ |

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**State Controller**
**Robert Jaros, CPA, MBA, JD**

By: Telly Belton/Toni Williamson/Amanda Rios/Nina Douglass

Amendment Effective Date:_____

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## 1. Parties

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

## 2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

## 3. Amendment Effective Date and Term

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

### B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, whichever is later, and shall terminate on the termination of the Contract.

## 4. Purpose

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this amendment is to renew the contract for State Fiscal Year 2027. This amendment updates Exhibit A, Exhibit B, Exhibit C and adds $390,000.00 in new funding for FY27.

## 5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

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B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
C. REPLACE Exhibit A-2, Statement of Work, with Exhibit A-3, Statement of Work, attached and incorporated by reference.
D. ADD Exhibit B-6, Budget, attached and incorporated by reference.
E. REPLACE Exhibit C-3, Miscellaneous Provisions, with Exhibit C-4, Miscellaneous Provisions, attached and incorporated by reference.

## 6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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# Exhibit A-3 – Statement of Work

## Article 1
## Purpose and Target Population

### 1.1 Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs. Co-Responder Programs ("Programs") create and foster partnerships between behavioral health professionals and law enforcement, in order to provide effective responses to individuals in crisis and those with behavioral health needs (mental health and/or substance use). Programs identify calls for police service where behavioral health appears to be a relevant factor and utilize the combined expertise of behavioral health and law enforcement to de-escalate situations, deflect individuals away from unnecessary criminal legal system involvement and hospitalization, and link individuals to appropriate services. The behavioral health clinician provides on-site screening and assessment, crisis intervention services, and referrals, as well as follow-up and connections to additional resources when necessary.

Taking population density and other available resources into consideration, the program and team structure vary between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches: a primary or secondary response model. A primary response is when the clinician is paired with an officer for a joint response, and the officer's time is usually dedicated to the program. A secondary response is when the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer. In addition to law enforcement and behavioral health clinicians, Programs may include other components, such as additional first responder types (fire, EMS, etc.), case management, and peer support.

### 1.2 Target Population

Individuals who are brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the Contractor and their Program policies. This includes individuals at risk of low-level offenses, misdemeanor crimes, or repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

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Article 2

Definitions and Acronyms

2.1 **"BAA"** means Business Associate Agreement, as defined in Exhibit D - HIPAA Business Associate Agreement- Qualified Service Organization Addendum.

2.2 **"BHA"** means Behavioral Health Administration established in Section 27-50-102, C.R.S.

2.3 **"CDHS"** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.

2.4 **"Co-Responder Program"** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

2.5 "**Contractor**" means individual or entity selected as a result of solicitation to complete the work contained in the Contract.

2.6 **"Critical Incident"** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.

2.7 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

2.8 **"Program"** means the Co-Responder program.

2.9 **"Program/Project Manager"** means the person responsible and accountable for managing the Contractor's Co-Responder Program.

2.10 **"Program Coordination Group"** means the group that oversees the Program's implementation and progress.

2.11 **"Project Director"** means the person who is employed by and has decision making authority for the Contractor, holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight.

2.12 **"RNR"** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.

2.13 "**Steering Committee**" means the group responsible for guiding changes and addressing issues related to the implementation and development of the Program.

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## Article 3
## Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to the following:

(a) Program personnel, project management, and community engagement.
(b) Costs for temporary services and treatments necessary to stabilize a participant's condition, including necessary housing, when other funding is unavailable.
(c) Outreach.
(d) Specialized program training approved by BHA.
(e) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
(f) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
(g) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

(a) The Contractor shall provide BHA with an annual Work Plan, using the BHA-provided template, for review and approval.

i. DELIVERABLE: Annual Work Plan
ii. DUE DATE: Due 30 days from Contract Effective Date and annually thereafter
iii. DELIVERED TO: Program Manager

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of contract execution. At the end of this period, the Contractor is expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Contractor is unable to implement the program within three months, the Contractor will be placed on a performance improvement plan and shall work with BHA to draft and meet it.

3.5 Steering Committee

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(a) The Contractor shall develop and maintain a Steering Committee that meets at least biannually to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

i. Lead law enforcement agency representative.
ii. Behavioral health service provider representative.
iii. Impacted individual and/or consumer or family member.
iv. Local hospital representative and;
v. Crisis Services representative.

(b) The Contractor shall also include other entities in the Steering Committee, which, in its determination, are integral to the success of the Program. Entities may include, but are not limited to, prosecutors, jail administrators, advocacy groups, and harm reduction agencies.

(c) The Steering Committee shall be charged with the following:

i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving, and design modifications throughout the life of the Program.
iv. To designate appropriate staff to make up a Program Coordination Group.
v. To identify and resolve or reduce the impact of any barriers to the Program's success.
vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
    1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
    2) DUE DATE: Sixty (60) days after contract execution and as updated
    3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

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3.6 Program Coordination Group

(a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If creating two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.

(b) The Program Coordination Group shall:

i. Oversee officer and Program training implementation, as specified in Article 3.12 below.

ii. Measure the Program's progress toward achieving stated goals.

iii. Resolve ongoing challenges to the Program's effectiveness; and

iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.

(c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters

2) DUE DATE: Sixty (60) days after contract execution and as updated

3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.7 Program/Project Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Manager is the point person for BHA throughout the life of the contract. The Contractor shall notify BHA by email of any changes to the Manager's contact information within one business day of the change.

3.8 Project Director

If the Manager is not employed within the Contractor's agency or does not have the necessary decision making authority, the Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight. The Contractor shall notify BHA via email of any changes to the Project Director's contact information within one business day of the change. If the Manager has

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the necessary authority within the Contractor's agency, the Project Director role may be the same person.

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies, or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

(a) DELIVERABLE: Partnership Agreement(s)

(b) DUE DATE: Upon execution of a partnership agreement(s)

(c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.10 Data Sharing Agreements

The Contractor shall ensure that a data-sharing Business Associates Agreement ("BAA") is developed and implemented between the partner agencies, as required by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

(a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.

(b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Article 3.11, to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed-upon revisions in the final policies and procedures.

i. DELIVERABLE: Program Policies and Procedures Document

ii. DUE DATE: Draft document due to BHA ninety (90) days from initial Contract Effective Date. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes

iii. DELIVERED TO: BHA Program Manager shall provide email address during contract execution process.

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(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.

i. Target Population and Eligibility Criteria

The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to and contacted by the Program, including the types of calls for service and the general circumstances that warrant a co-response engagement. The Contractor shall include the Target Population criteria outlined in Article 1.2 in the Program target population and eligibility criteria.

ii. Call Taker and Dispatcher

The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

1) The specific information call takers must gather from calls.
2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.
4) Call types that Co-Responder Teams will respond to and the process by which dispatchers request deployment of the Co-Responder team to active calls for service.

(d) Stabilization, Observation, and Disposition

The Contractor shall develop policies and procedures to help guide law enforcement officers and behavioral health Co-Responders to resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer

The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

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ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.

iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Article 3.19.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA Program Manager, and other required Program meetings and training throughout the term of the Program.

i. DELIVERABLE: Monthly Program Progress Status meetings

ii. DUE DATE: Monthly (day and time shall be mutually agreed upon after contract execution)

iii. DELIVERED TO: BHA Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

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i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers who have received training about the Program that is sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other internal and external stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

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3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit copies of all their subcontracts related to this project within thirty (30) days of subcontract execution. In the event of the termination of a partnership with a subcontractor related to service provision of this project, the Contractor shall transition to a new partnership or hire personnel within the Contractor's agency no later than thirty (30) days from termination to ensure continuity of service for participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) DELIVERABLE: Subcontractor Executed Copies

(b) DUE DATE: Upon execution of subcontracts

(c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Data Collections and Program Outcomes

The Contractor shall collect data, measure outcomes, and report Program outcomes to the State, using the BHA data collection form, to assist in determining the effectiveness of the Program. The Contractor shall provide the BHA Program Manager with the email(s) of the Program personnel who are responsible for the monthly data submission for inclusion on the Secure Uploader whitelist. The URL for the Secure Uploader is listed on the data collection form and may be requested from the BHA Program Manager

(a) Deliverable Report Title: Monthly data reporting

(b) Deadline: Fifteen (15) days after the end of the reporting month

(c) Deliverable Submission: Upload completed data template monthly via the BHA Secure Uploader

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Article 4

Deliverables

4.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

| Deliverable | Deadline | Statement of Work Reference |
|---|---|---|
| Revised Work Plan<br>(On a template provided by BHA) | Due 30 days from Contract Effective Date and annually thereafter | Article 3.2 |
| Program Policies and Procedures Document | During implementation phase:<br>1. Draft document due to BHA ninety (90) days from Contract Effective Date.<br>2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor.<br>Subsequent updates to policies and procedures due to BHA within ten (10) days of changes. | Article 3.11 |
| Partnership agreement(s) copies | Upon execution of partnership agreement(s) | Article 3.9 |
| Monthly Progress Status Meeting<br>(Mutually agreed upon day/time via Google Meet) | Monthly | Article 3.12 |
| Data reporting<br>(Using BHA provided template and submitted through Secure Uploader) | Fifteen (15) days after the end of the reporting month | Article 3.20 |
| Subcontract(s) copies | Upon execution of subcontract(s) | Article 3.18 |
| Steering Committee and Program Coordination Group Member Rosters | Sixty (60) days after contract execution and as updated | Articles 3.5 and 3.6 |

Article 5

Performance Outcome Measures

5.1 Measure: Number of calls for service and referrals received and responded to by Program

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Outcome Goal: Of the total number of Program calls for service and referrals, 70% or more will receive a response.

5.2 Measure: Number of calls that do not result in arrest.

Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

5.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.

Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.

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COLORADO
Behavioral Health Administration

**Exhibit B-6: FY27 Annual Budget**

| | | | |
|---|---|---|---|
| **BHA Program** | Co-Responder Program | | |
| **Agency Name** | Ptikin County Public Health | **Program Contact Name, Title** | Raleigh Bacharach-Hope, Mental Health Program Admin |
| | | **Phone** | 970.379.5703 |
| | | **Email** | raleigh.bacharach@pitkincounty.com |
| **Budget Period** | 07/01/2026-06/30/2027 | **Fiscal Contact Name, Title** | Teri Brodsky, Financial Analyst |
| | | **Phone** | 970-379-3637 |
| | | **Email** | teri.brodsky@pitkincounty.com |
| **Project Name** | Pitkin Area Co-Responder Teams (PACT) Program | **Date Completed** | 4/16/2026 |

**All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.**

| Expenditure Categories | | | | | |
|---|---|---|---|---|---|
| Personnel Services / Salaried Employees | | | | | Annual Budget |
| Position Title | Description of Work | Gross or Annual Salary | Fringe | Percent of Time on Project | Total Amount Requested from BHA |
| Project Director | Provides project oversight to include strategic planning and visioning, partnership management, budget oversight and oversight of future implementation strategies of the project. Fringe benefits include medical, dental, vision, and life insurance, UI, LTD, STD, payroll taxes, an annual wellness benefit, paid time off, and contribution to retirement plan. | $ 119,802.80 | $ 45,982.07 | 2.5% | $ 4,144.62 |
| Mental Health Program Administrator (Program Manager) | Provides management and administration of the Co-Responder program. Fringe benefits include medical, dental, vision, and life insurance, UI, LTD, STD, payroll taxes, an annual wellness benefit, paid time off, and contribution to retirement plan. | $ 97,789.87 | $ 45,018.90 | 71.0% | $ 101,394.23 |
| Financial Analyst | Provides fiscal oversight through budgeting, preparing and submitting invoices, receiving payments, and providing guidance as to budget adjustments and revisions. Fringe benefits include medical, dental, vision, and life insurance, UI, LTD, STD, payroll taxes, an annual wellness benefit, paid time off, and contribution to retirement plan. | $ 106,494.81 | $ 47,170.16 | 3% | $ 4,609.95 |
| Administrative Specialist | Staff support, meeting and event setup and breakdown. Fringe benefits include medical, dental, vision, and life insurance, UI, LTD, STD, payroll taxes, an annual wellness benefit, paid time off, and contribution to retirement plan. | $ 84,172.12 | $ 31,206.19 | 1.10% | $ 1,269.16 |
| Personnel Services / Hourly Employees | | | | | Annual Budget |
| Position Title | Description of Work | Hourly Wage | Hourly Fringe | Total # of Hours on Project | Total Amount Requested from BHA |
| | | | | | $ - |
| | | | | Total Personnel Services (including fringe benefits) | $ 111,418.00 |

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| Contractors / Consultants (payments to third parties or entities) | | | | Annual Budget |
|---|---|---|---|---|
| Contractor Name | Description of Work | Rate | Quantity | Total Amount Requested from BHA |
| BH Contractor | Behavioral Health services provider. Expenses include clinical salaries of PACT Co-responder, Case Manager, and operations/clinical supervision manager support. Additionally, other costs associated with travel, per diem, training provided by the contractor for the program, and supplies/operating that are purchased from contractor for PACT-related activities (these expenses would exclude indirect rate). | $ 18,862.12 | 12 | $ 226,345.44 |
| Julota | Information platform for client and data tracking, and training in the program. To build Interfacing with LE and Custom Reporting. | $ 5,255.00 | 2 | $ 10,510.00 |
| Data Evaluator | Data contractor to identify, develop and analyze key program measurements and develop program data collection tools. Provide data collection efforts including client surveys, collaboration surveys, participant tracking, analysis of annual data, and program evaluation. Assistance around implementation of PACT Strategic Plan, when requested, to support the continuation of efforts that began in FY24 with goal identification around program improvements. | $ 435.00 | 12 | $ 5,220.00 |
| TBD - Community Trainer | Community trainer to provide BH- and PACT-related trainngs to partners and community members. Training topics can include Mental Health First Aid training, trauma-informed training, de-escalation trainings, CIT, etc. 2x/year | $ 250.00 | 2 | $ 500.00 |
| TBD - partner participation | Funds for compensation of consumer/lived experience representative(s) on Steering Committee (if individual(s) is representing an organization). | $ 25.00 | 2 | $ 50.00 |
| | | | Total Contractors/Consultants | $ 242,625.00 |

| Travel | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from BHA |
| Mileage/parking | Local and regional meetings/trainings/conferences. 2026 GSA mileage rate: .725/mile; includes parking. | $ 0.725 | 101.37 | $ 73.49 |
| Travel to conferences - out of state | Conference flights, ground transportation, lodging, meals for Program Manager, LE partner, and/or clinical team members (clincian, peer, case manager and/or supervisor/manager). Approved BHA conferences, such as CoRCon, CIT, etc. | $ 1,500.00 | 2 | $ 3,000.00 |
| | | | Total Travel | $ 3,073.00 |

| Supplies & Operating Expenses | | | | Annual Budget |
|---|---|---|---|---|
| Item | Description of Item | Rate | Quantity | Total Amount Requested from BHA |
| Cell phone | Monthly cell phone for Program Manager (PM) | $ 46.00 | 12 | $ 552.00 |
| Marketing & supplies | PACT branded marketing and supplies for programmatic and outreach use. Supplies for PM use and meetings, such as office and technology supplies and items to help facilitate meetings including notebooks, pens, etc., as well as field team uniforms. | $ 82.00 | 12 | $ 984.00 |
| Training | Professional development and training for PACT staff and partners, e.g. peer conference trainings, and CACT training, etc. Approx $100 allocated for two opportunities. | $ 100.00 | 2 | $ 200.00 |
| Direct Client Benefits | Funds to meet specific client needs to help resolve current crisis, prevent future crisis or maintain behavioral health; will serve 8 or more clients. Approx. $115 per month | $ 115.00 | 12 | $ 1,380.00 |
| Conference Registrations | Conference registrations for PACT team members/LE partners. Approved BHA conferences, such as CoRCon, CIT, etc. | $ 625.00 | 2 | $ 1,250.00 |
| Radio Subscription | Annual radio subscription (law enforcement radio in order for co-responder to respond to calls in the field) | $ 650.00 | 1 | $ 650.00 |
| | | | Total Supplies & Operating Expenses | $ 5,016.00 |

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| | | | |
|---|---|---|---|
| | TOTAL DIRECT COSTS (TDC) | | $ 362,132.00 |
| | Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196 | | |
| | | Subaward in excess of $50,000 | $ 176,345.44 |
| | | Rent | $ - |
| | | Equipment | $ - |
| | | Other | $ - |
| | | Total Expenses per OMB 2CFR § 200 | $ 176,345.00 |
| | *MODIFIED TOTAL DIRECT COSTS (MTDC)* | | $ 185,787.00 |
| | Indirect Costs | | Annual Budget |
| Indirect Cost | Description of Item | Percentage | Total Amount Requested from |
| 15% De Minimis Rate | 15% modified total direct costs de minimis rate, excludes participant support costs and portions of each subaward in excess of $50,000. | 15% | $ 27,868.00 |
| | | Total Indirect | $ 27,868.00 |
| | TOTAL Request | | $ 390,000.00 |

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# Exhibit C-4 – Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations.

   All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than fifteen business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.

2. Press Releases.

   All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.

3. Marketing Materials.

   Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five business days

4. All Other Documents.

   All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.

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5. Opinion of BHA.

   BHA may require the Contractor to add language to documents that mention BHA reading: “The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration.”

C. Start-Up Costs

   If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures or Reductions in Force

   If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

   The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

   The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Procurement Requirement

   The Contractor shall comply with all the provisions and requirements of RFP 2025*152 and with Contractor’s solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent

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possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).

2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement

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strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.

2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/clas/standards

J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

1. Monthly or quarterly monitoring calls

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2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
3. Routine programmatic reports
4. Technical assistance and training
5. Site visits

II. Use of Subcontracts

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within thirty days of subcontract execution.

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit
4. A copy of this Contract and all its terms and conditions

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than thirty days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in Exhibit B, "Budget." If federal grant dollars, the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent(10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.

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8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Emergency Resolution Authorizing the Chair to Sign a Letter of Intent to Financially Support the Resident Purchase of the Cavern Springs Mobile Home Park

**STAFF RESPONSIBLE:** Ashley Perl, Resiliency and Housing Director

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**ISSUE STATEMENT**: The residents of the Cavern Springs Mobile Home Park have requested a financial contribution from Pitkin County to support the residents in purchasing the park and converting it into a resident-owned community. At a work session on May 5, 2026, the BOCC expressed interest in contributing $1,500,000 towards the effort. The residents are planning to submit a purchase offer before the June 13th deadline and to do so, they require Letters of Intent from all funding entities, including Pitkin County, to provide confidence to the lender.

**BACKGROUND**: Recently, an undisclosed buyer made an offer to purchase the land underneath the Cavern Springs Mobile Home Park, similar to the experiences of both the Aspen Basalt and Mountain Valley Mobile Home Parks in which the County participated in supporting in 2025. The owner of the land under Cavern Springs Mobile Home Park is interested in selling the property and, through discussions with the CSMHP owners, has come to an agreement to sell the property to the owners for the outside offered price of $23 million.

The current tenants of CSMHP have formed a not-for-profit C Corporation called Sopris Mountain Collective to organize and fundraise. The West Mountain Regional Housing Coalition has agreed to help organize local governments and is prepared to hold and enforce the deed restriction on the property, if the tenants are successful in purchasing the park. Below is a snapshot of the park.

Community

- Size: 98 lots; 300 residents
- Location: Unincorporated Garfield County
- Work location of residents: 50.5% in Pitkin County
- Structure: Residents own homes and rent land under the homes
- Households below 80% AMI: 88%

Financing Structure

- Purchase Price: $23 million (agreed to by seller)
- Acquisition Price (including capital improvement loan): $24 million

Rent

- Current Average Rent: $1,025/month
- Future rent under current projections: Increase of $425/month = $1,425/month

***Cavern Springs Location just off Highway 82 between Carbondale & Glenwood***



As with recent mobile home park preservation efforts, WMRHC will provide the structure necessary to receive the funding committed by local governments, businesses, family foundations, and private donors. In exchange for the funds, a deed restriction or restrictive covenant that requires the park to be maintained as an affordable option for local workforce will be placed on the property. Key points anticipated to be in the deed restriction/restrictive covenants will include:

- Homes must be sold to buyers who are both part of (or retired from) the local workforce and income-qualified.
- Homes must be owner-occupied.
- Short-term rentals are not permitted.
- The property can only be subdivided if approved, and only if it preserves or enhances affordable housing.
- The covenant runs with the land for 99 years, automatically renewing for successive 10-year periods.

**LINK TO STRATEGIC PLAN:** Livable and Supportive Community

**KEY DISCUSSION ITEMS:** Does the BOCC approve the chair to sign a Letter of Intent indicating Pitkin County's willingness to support the park with a contribution of $1,500,000, contingent upon all requirements being met?

**BUDGETARY IMPACT:** Pitkin County's contribution will come from the Affordable and Workforce Housing Mill Levy Fund partnerships line item. After this expense, there will be $1,500,000 remaining in the fund in 2026.

**RECOMMENDED BOCC ACTION:** Approve the Emergency Resolution Authorizing the Chair to Sign a Letter of Intent to Financially Support the Resident Purchase of the Cavern Springs Mobile Home Park and set for confirmatory reading and public hearing on June 24, 2026.

*Template Revised 04/01/2026*

**EMERGENCY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, AUTHORIZING THE CHAIR TO SIGN A LETTER OF INTENT TO FINANCIALLY SUPPORT THE RESIDENT PURCHASE OF THE CAVERN SPRINGS MOBILE HOME PARK**

**RESOLUTION NO. _____, 2026**

**RECITALS**

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board of County Commissioners ("BOCC") not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, pursuant to Section 2.8.5 of the HRC the Board is authorized to approve Emergency Resolutions, which shall become effective immediately upon adoption, and;

WHEREAS, Pursuant to Section 2.8.5 of the Home Rule Charter ("HRC"), the Board of County Commissioners is authorized to take official action by Emergency Resolution for certain matters where action is prescribed pursuant to the Colorado Revised Statutes as amended, and;

WHEREAS, Pitkin County has a long history of funding and supporting affordable community housing, and

WHEREAS, to support the acquisition, construction, conservation, conversion, and creation of additional affordable housing, Pitkin County voters approved a new property tax of 1.5 Mils with first collections beginning in 2025; and

WHEREAS, contributing towards the preservation of existing housing units and adding a deed restriction to ensure permanent affordability is an allowable use of the property tax, and;

WHEREAS, the Board of County Commissioners recognizes the critical role that mobile home parks play in providing affordable housing options for local residents and the workforce in Pitkin County; and

WHEREAS, the County recognizes that resident ownership of mobile home parks is a proven strategy to preserve long-term housing affordability, improve housing security, and empower residents through cooperative governance; and

WHEREAS, the County is aware of ongoing efforts by Thistle ROC and the residents of the Cavern Springs Mobile Home Park to purchase their parks and convert the park into a resident-owned community, consistent with the goals of the Colorado Mobile Home Park Act and local affordable housing objectives; and

WHEREAS, Pitkin County is interested in exploring options to assist the residents in their efforts to purchase the Park, including the potential to make a financial contribution of one million five hundred thousand dollars ($1,500,000), contingent upon commitments from other community partners, appropriation of funds, and the execution of agreements with appropriate terms and protections for affordable housing purposes; and

WHEREAS, the County's willingness to provide financial support is subject to the completion of due diligence, the participation of other agencies and organizations, and the approval of terms and conditions by the Board of County Commissioners, including but not limited to deed restrictions and reporting requirements; and

WHEREAS, the County's expression of support through a letter of intent does not constitute a formal offer, does not obligate any funds, and is intended solely as an initial indication of willingness to evaluate proposals for the preservation of affordable housing in the region; and

WHEREAS, The BOCC finds that adoption of this Resolution is in the best interest of the health, safety, and welfare of the citizens of Pitkin County and therefore, pursuant to Section 2.8.5 of the HRC, deems this Resolution effective immediately.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts an Emergency Resolution Authorizing the Chair to Sign a Letter of Intent **(appended hereto as Exhibit A)** to Financially Support the Resident Purchase of the Cavern Springs Mobile Home Park and authorizes the Chair or the Chair's designee to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED, READ, AND ADOPTED AS AN EMERGENCY RESOLUTION ON THE ____DAY OF _____ 2026 AND SET FOR CONFIRMATORY PUBLIC HEARING ON THE ___DAY OF _____, 2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE EMERGENCY RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ___DAY OF _____ 2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND THE FULL TEXT OF THE EMERGENCY RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com ON THE ____DAY OF _____ 2026.

CONFIRMED AT A CONFIRMATORY PUBLIC HEARING ON THE ____DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com AFTER ADOPTION, ON THE ____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER CONFIRMATORY PUBLIC HEARING, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By:_____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel, County Manager

*Form Revised 04/01/2026*

INTRODUCED, READ AND ADOPTED AS AN EMERGENCY RESOLUTION ON THE ____DAY OF _____ 2026 AND SET FOR CONFIRMATORY PUBLIC HEARING ON THE ____DAY OF _____, 2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE EMERGENCY RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND THE FULL TEXT OF THE EMERGENCY RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com ON THE ____DAY OF _____2026.

CONFIRMED AT A DULY NOTICED PUBLIC HEARING ON THE ____DAY OF _____2026.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com AFTER ADOPTION AT A DULY NOTICED CONFIRMATORY PUBLIC HEARING, ON THE ____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER A DULY NOTICED CONFIRMATORY PUBLIC HEARING, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By:_____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel
County Manager

Form Revised 04/01/2026

Pitkin County
530 E. Main St
Aspen, Co 81611
December 31,2024

Mr. Tim Townsend
Program Director
Thistle ROC
6000 Spine Rd #101
Boulder, CO 80301
atttownsendROC@thistle.us
*Via e-mail*

RE: Letter of Intent to Support Resident Purchase of Cavern Springs Mobile Home Park

Dear Mr. Townsend:

Pitkin County, Colorado, is aware of Thistle ROC's efforts to support the residents of the Cavern Springs Mobile Home Park (Park) in the purchase of the Park, pursuant to Colorado's Mobile Home Park Act.

Affordable and workforce housing has been a longstanding priority for Pitkin County and is fundamental to maintaining a vibrant economy, a resilient workforce, and a healthy community. Over the past four decades, the County has demonstrated this commitment through sustained policy leadership and financial investment, including supporting the establishment and operation of the Aspen Pitkin County Housing Authority, developing and preserving affordable housing opportunities, and securing voter-approved funding dedicated to community housing initiatives. Together, these efforts help ensure that individuals and families who contribute to the community are able to live here, promoting long-term housing stability, economic sustainability, and community vitality.

Therefore, Pitkin County is interested in exploring options to assist Thistle ROC and the residents in their efforts to purchase the Park as a means of preserving the supply of affordable housing for the region's workforce, improving long-term housing security, and supporting durable and sustainable homeownership for its residents.

At this point in time, the County is expressing its desire and ability to assist Thistle ROC in those efforts with a financial contribution of up to one million dollars five hundred thousand ($1,500,000.00) towards the purchase of the Park by the residents, contingent upon:

(1) commitments from other community agencies, organizations, or individuals to support your efforts to purchase the Park; and

(2) appropriation by the Pitkin County Board of Commissioners of funds for this purpose; and

(3) any funds provided by Pitkin County being subject to an agreement containing terms and conditions approved by the BOCC, including but not limited to deed restrictions, that adequately protect the properties and the investment by Pitkin County for affordable housing purposes.

Please be advised that this letter does not constitute a formal offer, does not obligate any funds, and/or does not contemplate any intent or desire for acceptance on your part. Rather, it is to serve as an initial indication of Pitkin County's willingness to contemplate and evaluate proposals regarding how it may apply eligible financial resources to preserving affordable housing in the region consistent with its policies and goals.

Pitkin County values the role of mobile home parks in our housing affordability landscape and appreciates the opportunity to support resident ownership of these unique and valuable communities.  Our staff looks forward to discussing the details of this opportunity further.

We wish you success in your efforts.

Sincerely,

Jeffrey H. Woodruff
Chair
Pitkin County Board of County Commissioners

# AGENDA ITEM SUMMARY

**SPECIAL MEETING DATE:** **June 10, 2026**

**AGENDA ITEM TITLE**: EMERGENCY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, AUTHORIZING THE CHAIR TO SIGN A FEDERAL AVIATION ADMINISTRATION (FAA) GRANT APPLICATION AND IF AWARDED TO SIGN A GRANT AGREEMENT IN THE AMOUNT OF $175,500 FOR VEHICLE MOVEMENT AREA TRANSPONDERS (VMAT) AT THE ASPEN/PITKIN COUNTY AIRPORT/SARDY FIELD

**STAFF RESPONSIBLE:** Diane Jackson, Airport Director; Andrew Treat, ARFF Captain

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**ISSUE STATEMENT**: Staff is seeking approval to submit and accept a grant agreement with the FAA for Vehicle Movement Area Transponders (VMAT) for ground vehicles at the at Aspen/Pitkin County Airport (ASE).

**BACKGROUND:** The FAA continues to advance national runway safety initiatives through the Surface Awareness Initiative (SAI), which provides enhanced situational awareness of airport movement areas. As part of this effort, the FAA is encouraging airports to equip vehicles operating on runways and taxiways with Vehicle Movement Area Transponders (VMAT).

VMAT units are Automatic Dependent Surveillance–Broadcast (ADS-B) transmitters that provide highly accurate vehicle location information to air traffic control and other authorized users. The technology improves visibility of airport vehicles operating on runways, taxiways, and other movement areas and is intended to reduce the risk of runway incursions and vehicle/aircraft conflicts. Aspen/Pitkin County Airport experiences frequent vehicle activity within movement areas associated with airfield inspections, snow removal operations, maintenance activities, Aircraft Rescue and Fire Fighting (ARFF) response requirements, and other operational functions. VMAT implementation will enhance situational awareness for airport personnel and air traffic control, particularly during periods of reduced visibility and winter operations.

The FAA has made grant funding available to support VMAT implementation at airports participating in the Surface Awareness Initiative. The proposed project will equip airport-owned vehicles that regularly operate on the movement area and will include procurement, installation, configuration, licensing, testing, and commissioning of the equipment.

**LINK TO STRATEGIC PLAN:** Flourishing Natural and Built Environment: Conserve natural resources and environment, Responsibly maintained and enhanced County assets. Prosperous

Economy: Responsible and accountable stewardship of County assets. Livable and Supportive Community: A sense of personal and community safety.

**KEY DISCUSSION ITEMS:**

• Enhances runway and airfield safety through improved vehicle visibility and tracking.

• Supports FAA Surface Awareness Initiative objectives.

• Improves situational awareness during snow removal and low-visibility operations.

• Provides real-time identification and location of airport vehicles operating in movement areas.

• Utilizes significant federal funding assistance to implement a nationally recognized safety enhancement.

• Supports continued compliance with FAA safety initiatives and best practices.

**BUDGETARY IMPACT:** The total grant will be $175,500 based on estimate:
FAA: $ 166,725 (95%)
Local: $ 8,775 (5%)

The airport will be responsible for 5% cost sharing of the total awarded grant. This will be used with the currently budgeted funds. There will be no DCOT funds associated with this grant.

**RECOMMENDED BOCC ACTION:**
Approve the Emergency Resolution for the Chair of the Board of County Commissioners to sign and accept a grant application and grant agreement on behalf of the sponsor (BOCC) for the procurement of VMAT equipment that will be installed in ground equipment that service the airfield at Aspen/Pitkin County Airport on the on the first reading, followed by a confirmatory reading on June 24, 2026.

**ATTACHMENTS:**

- Emergency Resolution
- Grant Application

**EMERGENCY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, AUTHORIZING THE CHAIR TO SIGN A FEDERAL AVIATION ADMINISTRATION GRANT APPLICATION AND IF AWARDED, TO SIGN A GRANT AGREEMENT IN THE AMOUNT OF $175,500 FOR VEHICLE MOVEMENT AREA TRANSPONDERS (VMAT) AT THE ASPEN/PITKIN COUNTY AIRPORT/SARDY FIELD**

**RESOLUTION NO. _____, 2026**

**RECITALS**

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board of County Commissioners ("BOCC") not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, pursuant to Section 2.8.5 of the HRC the Board is authorized to approve Emergency Resolutions, which shall become effective immediately upon adoption, and;

WHEREAS, Pitkin County (County) is the owner, sponsor and operator of Aspen/Pitkin County Airport (Sardy Field), (Airport) located in the vicinity of Aspen, Colorado and operates, maintains and develops the Airport, in part, with federal grants, state funds, Passenger Facility Charges (PFC), and user fees, and;

WHEREAS, the Federal Aviation Administration ("FAA") continues to advance national runway safety initiatives through the Surface Awareness Initiative ("SAI"), which provides enhanced situation awareness of airport movement areas, and;

WHEREAS, as part of the effort, the FAA is encouraging airports to equip vehicles operating on runways and taxiways with Vehicle Movement Area Transponder ("VMAT"), and;

WHEREAS, the FAA had made grant funding available to support VMAT implementation as airports participating in the Surface Awareness Initiative, and;

WHEREAS, VMAT technology improves visibility of airport vehicles operating on runways, taxiways, and other movement areas and is intended to reduce the risk of runway incursions and vehicle/aircraft conflicts

WHEREAS, VMAT implementation will enhance situational awareness for airport personnel and air traffic control, particularly during periods of reduced visibility and winter operations, and;

WHEREAS, because the VMAT implementation will enhance runway and airfield safety through improved vehicle visibility and tracking and further, that the BOCC supports FAA's Surace Awareness Initiative objectives, the BOCC desires to enter into a grant

agreement with the FAA for a grant amount of $166, 725 (95%) with matching funds be contributed to the project in the amount of $8,775 (5%), and;

WHEREAS, the BOCC finds that approval of this resolution is necessary for the immediate preservation of the public health, safety and welfare of the citizens of Pitkin County and therefore declares this Resolution to be effective immediately pursuant to the HRC Section 2.8.5.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts an Emergency Resolution Approving and Authorizing the Chair to sign a Federal Aviation Administration Grant Agreement **(appended hereto as Exhibit A)** and if Awarded, to Sign a Grant Agreement in the Amount of $175,500 for Vehicle Movement Area Transponders (VMAT) at the Aspen/Pitkin County Airport/Sardy Field and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED, READ AND ADOPTED AS AN EMERGENCY RESOLUTION ON THE ____DAY OF _____ 2026 AND SET FOR CONFIRMATORY PUBLIC HEARING ON THE ____DAY OF _____, 2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE EMERGENCY RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____2026.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND THE FULL TEXT OF THE EMERGENCY RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com ON THE ____DAY OF _____2026.

CONFIRMED AT A DULY NOTICED PUBLIC HEARING ON THE ____DAY OF _____2026.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com AFTER ADOPTION AT A DULY NOTICED CONFIRMATORY PUBLIC HEARING, ON THE ____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER A DULY NOTICED CONFIRMATORY PUBLIC HEARING, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By:_____
Richard Neiley, III
County Attorney

MANAGER APPROVAL

By:_____
Kara Silbernagel
County Manager

Form Revised 04/01/2026

U.S. Department
of Transportation
**Federal Aviation**
**Administration**

# FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

## Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## INSTRUCTIONS FOR FORM 5100-100

## PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

## PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

### SECTION A. STATUTORY CONDITIONS

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

**SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## PART III – Budget Information

### SECTION A. GENERAL

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

### SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19 -** Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** – Indicate the amount of the Grantee's share (from Section D).

**Line 21** – Indicate the amount of other shares (from Section D)

**Line 22** – Indicate sum of Lines 19, 20 and 21.

## SECTION C. EXCLUSIONS

**Line 23 a-g -** Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

## SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

## SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### 1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### 2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### 3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### 4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

### 5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### 6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

# Application for Federal Assistance (Development and Equipment Projects)

## PART II – PROJECT APPROVAL INFORMATION

### Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

**Item 1.**
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

**Item 2.**
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

**Item 3.**
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

**Item 4.**
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☒ Yes ☐ No ☐ N/A

**Item 5.**
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

**Item 6.**
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

## PART II - SECTION B

### Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Correct

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Correct

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C** (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive rights have been granted to any party

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Exhibit A is attached

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

# PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL |
|---|
| 1. Assistance Listing Number: |
| 2. Functional or Other Breakout: |

| SECTION B – CALCULATION OF FEDERAL GRANT | | | |
|---|---|---|---|
| **Cost Classification** | **Latest Approved Amount (Use only for revisions)** | **Adjustment + or (-) Amount (Use only for revisions)** | **Total Amount Required** |
| 1. Administration expense | | | |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | |
| 5. Other Architectural engineering fees | | | |
| 6. Project inspection fees | | | |
| 7. Land development | | | |
| 8. Relocation Expenses | | | |
| 9. Relocation payments to Individuals and Businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | |
| 12. Equipment | 175,500 | | 175,500 |
| 13. Miscellaneous | | | |
| 14. **Subtotal** (Lines 1 through 13) | $ 175,500 | | $ 175,500 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | 175,500 | | 175,500 |
| 17. **Less**: Ineligible Exclusions (Section C, line 23 g.) | | | |
| 18. **Subtotal** (Lines 16 through 17) | $ 175,500 | | $ 175,500 |
| 19. Federal Share requested of Line 18 | 166,725 | | 166,725 |
| 20. Grantee share | 8,775 | | 8,775 |
| 21. Other shares | | | |
| 22. **TOTAL PROJECT** (Lines 19, 20 & 21) | $ 175,500 | | $ 175,500 |

| SECTION C – EXCLUSIONS | |
|---|---|
| **23. Classification (Description of non-participating work)** | **Amount Ineligible for Participation** |
| a. | |
| b. | |
| c. | |
| d. | |
| e. | |
| f. | |
| g. Total | |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE | |
|---|---|
| **24. Grantee Share – Fund Categories** | **Amount** |
| a. Securities | |
| b. Mortgages | |
| c. Appropriations (by Applicant) | |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): Existing operating budget | 8,775 |
| h. **TOTAL** - Grantee share | $ 8,775 |
| **25. Other Shares** | **Amount** |
| a. State | |
| b. Other | |
| c. **TOTAL** - Other Shares | |
| **26. TOTAL NON-FEDERAL FINANCING** | $ 8,775 |

| SECTION E – REMARKS<br>(Attach sheets if additional space is required) |
|---|
| |

## PART IV – PROGRAM NARRATIVE

*(Suggested Format)*

**PROJECT:** Aquisition of Vehicle Movement Area Transponders (VMAT)

**AIRPORT:** Aspen/Pitkin County Airport

**1. Objective:**

VMAT units are Automatic Dependent Surveillance–Broadcast (ADS-B) transmitters that provide highly accurate vehicle location information to air traffic control and other authorized users. The technology improves visibility of airport vehicles operating on runways, taxiways, and other movement areas and is intended to reduce the risk of runway incursions and vehicle/aircraft conflicts.

**2. Benefits Anticipated:**

Aspen/Pitkin County Airport experiences frequent vehicle activity within movement areas associated with airfield inspections, snow removal operations, maintenance activities, Aircraft Rescue and Fire Fighting (ARFF) response requirements, and other operational functions. VMAT implementation will enhance situational awareness for airport personnel and air traffic control, particularly during periods of reduced visibility and winter operations.

**3. Approach:** (See approved Scope of Work in Final Application)

Once the grant is received, Aspen/Pitkin County Airport will proceed through FAA approved equipment purchase to acquire and install of approved equipment.

**4. Geographic Location:**

Pitkin County Colorado, approximitely 4 miles from downtown Aspen

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

Diane Jackson, Airporrt Director PH: 970-309-0250
233 E. Airport Road, Suite A
Aspen, CO 81611



Submit by Email

OMB Number: 2120-0569
Expiration Date: 12/31/2026

## Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:
3-08-0003-

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

*a. Legal Name:

*b. Employer/Taxpayer Identification Number (EIN/TIN):
84-6000794

*c. UEI:
D3J2PX2ARRJ7

**d. Address:**

*Street 1: 530 E. Main Street
Street 2: 3rd Floor
*City: Aspen
County/Parish: Pitkin
*State: Province: CO
*Country: USA
*Zip / Postal Code USA: 81611

**e. Organizational Unit:**

Department Name:
Aspen/Pitkin County Airport

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Ms. *First Name: Diane
Middle Name:
*Last Name: Jackson
Suffix:

Title: Airport Director

Organizational Affiliation:
Aspen/Pitkin County Airport

*Telephone Number: 970-309-0250 Fax Number:

*Email: diane.jackson@aspenairport.com

**Application for Federal Assistance SF-424**

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number**:

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

***12. Funding Opportunity Number**:

*Title:

Acquisition of Vehicle Movement Area Transponders (VMAT)

**13. Competition Identification Number**:

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Aspen, Pitkin County, CO

***15. Descriptive Title of Applicant's Project**:

VMAT units are Automatic Dependent Surveillance–Broadcast (ADS-B) transmitters that provide highly accurate vehicle location information to air traffic control and other authorized users. The technology improves visibility of airport vehicles operating on runways, taxiways, and other movement areas and is intended to reduce the risk of runway incursions and vehicle/aircraft conflicts.

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

*a. Applicant: Herd *b. Program/Project: CO-003

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project**:

*a. Start Date: 08/01/2026 *b. End Date: 12/31/2026

**18. Estimated Funding ($):**

| | |
|---|---|
| *a. Federal | $ 166,725 |
| *b. Applicant | $ 8,775 |
| *c. State | $ 0 |
| *d. Local | $ 0 |
| *e. Other | $ 0 |
| *f. Program Income | $ 0 |
| *g. TOTAL | $ 175,500 |

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

**If "Yes", explain:**

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: _____ *First Name: Jeffrey

Middle Name: _____

*Last Name: Woodruff

Suffix: _____

*Title: Chair, Pitkin County Board of County Commissioners

*Telephone Number: 970-710-0649 | Fax Number:

* Email: jeffrey.woodruff@pitkincounty.com

*Signature of Authorized Representative: | *Date Signed:

# AGENDA ITEM SUMMARY

**REGULAR MEETING DATE:** June 10, 2026

**AGENDA ITEM TITLE**: Second Reading of a Resolution of the Board of County Commissioners of Pitkin County, Colorado, Repealing Resolution Number 007-2019 and Resolution Number 077-2023 And Approving A Restated Interorganizational Agreement Between Pitkin County ("Pitkin"), Aspen Valley Health ("AVH"), Mountain Family Health Centers ("MFHC") And Eagle County ("Eagle")

**STAFF RESPONSIBLE:** Ariel Holstein, Public Health Planning Analyst
Jordana Sabella, Director of Public Health

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**ISSUE STATEMENT**: The Board of County Commissioners is asked to approve a resolution to approve an Interorganizational Agreement (IOA) between Pitkin County, Eagle County, Aspen Valley Health (AVH), and Mountain Family Health Centers (MFHC) at this second reading and public hearing. This IOA will define how these organizations work together to provide financial support for MFHC. MFHC is a Federally Qualified Health Center, and it provides medical, dental, and behavioral health care for some of the most vulnerable community members.

**BACKGROUND**: MFHC is a Federally Qualified Health Center. It provides medical, dental, and behavioral health care for some of the most vulnerable community members. MFHC has five locations in the Roaring Fork Valley. The Basalt location serves the Pitkin County and Western Eagle County community.

In order to provide high quality care within our community, MFHC relies on funding from various sources including the following community partners: Pitkin County, Eagle County, and AVH. In 2018, Pitkin County, AVH, and MFHC established the first IOA outlining how each organization would support MFHC's operations. In 2019, a new IOA was developed that added Eagle County to this IOA. In 2023, an amendment to the 2019 IOA was approved. This amendment updated the funding formula utilized in supporting MFHC. These three documents are included in the attachments section.

Pitkin County, Eagle County, AVH, and MFHC recently agreed to update the IOA again after identifying two changes to better meet current needs. These changes are:

- Changing the compensation structure to an estimated per member per month (PMPM) rate, based on historical average costs of serving uninsured patients (excluding costs covered by federal, state, or local sources, and excluding depreciation). This shall be calculated annually and shared with all parties by August 31 for the upcoming calendar year budget.

- MFHC shall provide full calendar year income statements to all Parties no later than March 31 of the following year. If net income exceeds 5% of the total calendar year revenue, the amount exceeding this threshold will be credited back to the parties on the fourth quarter invoice.

**LINK TO STRATEGIC PLAN:**

**KEY DISCUSSION ITEMS:** Healthy Community

**BUDGETARY IMPACT:** These updates reduce administrative burden without having a budgetary impact.

**RECOMMENDED BOCC ACTION:** Open the public hearing and approve a Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving an Interorganizational Agreement For Ongoing Integrated Health Care for Low-Income Populations in Pitkin County and Western Eagle County through Support of Mountain Family Health Centers Basalt Clinic on second reading.

**ATTACHMENTS:**

1) Resolution 039-2018: Resolution of the Board of County Commissioners of Pitkin County, Colorado, Approving an Interorganizational Agreement with Aspen Valley Hospital District and Mountain Family Health Centers for Ongoing Support of care of Low-Income Populations in Pitkin County Through Mountain Family Health Center
2) Resolution 007-2019: Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado, Repealing Resolution No. 039-2018 and Approving an Amended Interorganizational Agreement Between the Board of County Commissioners ("BOCC") of Pitkin County, Aspen Valley Hospital District ("AVH"), Mountain Family Health Centers ("MFHC") and Eagle County ("Eagle")
3) Resolution 077-2023: Resolution of the Board of County Commissioners ("BOCC") of Pitkin County, Colorado Amending Resolution No. 007-2019 Approving an Interorganizational Agreement Between Pitkin County, Aspen Valley Hospital District, Mountain Family Health Center and Eagle County
4) Interorganizational Agreement For Ongoing Integrated Health Care for Low-Income Populations in Pitkin County and Western Eagle County through Support of Mountain Family Health Centers Basalt Clinic

*Template Revised 01/2026*

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO REPEALING RESOLUTION NUMBER 007-2019 AND RESOLUTION NUMBER 077-2023 AND APPROVING A RESTATED INTERORGANIZATIONAL AGREEMENT BETWEEN PITKIN COUNTY ("PITKIN"), ASPEN VALLEY HEALTH ("AVH"), MOUNTAIN FAMILY HEALTH CENTERS ("MFHC") AND EAGLE COUNTY ("EAGLE")**

**RESOLUTION NO. _____, 2026**

## RECITALS

WHEREAS, Pursuant to Title 29, Article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statutes") and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so.

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, Pursuant to Resolution No. 039-2018, the Board of County Commissioners ("BOCC") entered into an Interorganizational Agreement dated June 13, 2018. This agreement was between Pitkin County ("PITKIN"), Aspen Valley Hospital District ("AVH"), and Mountain Family Health Centers ("MFHC") for the purposes of supporting the Mountain Family Integrated Health Care Basalt Clinic and;

WHEREAS, On January 23, 2019, the BOCC adopted Resolution No. 007-2019 repealing Resolution No. 039-2018. Resolution No. 007-2019 was subsequently amended (in part) by Resolution No. 077-2023, and;

WHEREAS, PITKIN, AVH, MFHC and EAGLE wish to enter into a new revised Interorganizational Agreement for the purposes of supporting the Mountain Family Integrated Health Care Basalt Clinic and;

WHEREAS, PITKIN, AVH, MFHC and EAGLE are organizations authorized to enter into agreements pursuant to C.R.S. § 29-1-203 for purposes including the provision of any function, service, or facility lawfully authorized to each; and

WHEREAS, The BOCC finds that it is in the best interests of the citizens of PITKIN, AVH, MFHC and EAGLE to enter into this agreement in order to ensure the health and welfare of

the citizens of Pitkin County and Western Eagle County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution Repealing Resolution Number 007-2019 and Resolution No. 077-2023 and Approving a Restated Interorganizational Agreement (**appended hereto as Exhibit A**) between the BOCC, Aspen Valley Health, Mountain Family Health Centers and Eagle County and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE _____DAY OF_____, 2026 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE ____DAY OF _____ 2026.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE _____DAY OF _____ 2026.

ADOPTED AFTER FINAL READING ON THE _____ DAY OF _____ 2026.

POSTED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) AFTER ADOPTION, ON THE _____DAY OF_____ 2026.

PUBLISHED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE ____DAY OF _____, 2026.

ATTEST:

By _____
Sam Engen
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Jeffrey H. Woodruff, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Neiley, III

MANAGER APPROVAL

By:_____
Kara Silbernagel,

Resolution No. ___-2026

County Attorney

County Manager

*Form Revised 04/01/2026*

**INTERORGANIZATIONAL AGREEMENT**
**For**
**Ongoing Integrated Health Care for Low-Income Populations in Pitkin County and Western Eagle County through Support of Mountain Family Health Centers Basalt Clinic**

THIS INTERORGANIZATIONAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2026 by and between: the Board of County Commissioners of Pitkin County, Colorado, whose address is 530 E. Main Street, Suite 302, Aspen, Colorado 81611; the Board of County Commissioners of Eagle County, Colorado whose address is 500 Broadway Street #3, Eagle, CO 81621; Aspen Valley Health ("AVH") whose address is 0401 Castle Creek Road, Aspen CO 81611; and Mountain Family Health Centers ("MFHC"), whose address is 2700 Gilstrap Court, Suite 100, Glenwood Springs, CO, 81601.

## RECITALS

This Agreement is entered into pursuant to, *inter alia,* C.R.S. §§ 29-1-201, *et seq.,* and Article XIV, Section 18 of the Colorado Constitution.

WHEREAS, Mountain Family Health Centers is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for the medically underserved, regardless of ability to pay; and

WHEREAS, in Pitkin County and southwestern Eagle County, there are currently 4,700 individuals living below 200% of the Federal Poverty Level (defined as at or below $24,280 annual income for a single individual and at or below $50,200 for a family of four). Mountain Family Health Centers currently serves 2,200 low-income and Medicaid patients annually in Pitkin and southwest Eagle County, and estimates that as of the date of this Agreement there are another 2,500 low-income and Medicaid patients unable to be served in Pitkin and/or southwestern Eagle County due to lack of exam rooms, facilities and affordable care options; and

WHEREAS, Aspen Valley Health is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and

WHEREAS, Pitkin County is committed to the health, safety and wellbeing of its residents and has a history of partnering with Aspen Valley Health through the Healthy Community Fund to provide operating cash subsidies for Mountain Family Health Centers; and

WHEREAS, Pitkin County has entered into a long-term lease with Mountain Family Health Centers for up to 9,000 sq./ft. of space at 123 Emma Road in Basalt, Colorado for primary care, behavioral health and dental operatories; and

WHEREAS, Eagle County is committed to the health, safety and wellbeing of its residents and pursuant to that agreement executed by and between Eagle County and MFHC dated January 1, 2026 (the "Eagle County/MFHC Agreement"), Eagle County has agreed to compensate MFHC for MFHC's performance of certain services in several MFHC locations, including MFHC's Basalt Clinic (the "Basalt Clinic"; and

WHEREAS, Mountain Family Health Centers will require additional ongoing operating subsidies to cover the gap between revenues provided through Medicaid, Medicare, grants and donations and the actual operating costs of providing high-quality integrated primary, behavioral and dental health care for the underserved in the Roaring Fork Valley, regardless of ability to pay; and

WHEREAS, Mountain Family Health Centers expects that the operating subsidies it requires to operate the Basalt Clinic will decrease as a result of increased efficiencies associated with the larger space and the ability to provide services to more patients, however subsidies may need to be increased if a greater proportion of Mountain Family Health Centers' patients are uninsured; and

WHEREAS, Mountain Family Health Centers, Aspen Valley Health, Pitkin County, and Eagle County desire to enter into a four-way partnership to ensure Mountain Family Health Centers' ability to provide high-quality integrated primary medical, behavioral and dental health services to all underserved residents of Pitkin County and Western Eagle County, regardless of ability to pay.

NOW, THEREFORE, for and in consideration of the mutual promises 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:

## AGREEMENT

1. Pitkin County, Eagle County and AVH agree to provide financial support of MFHC's Basalt clinic to support rent costs and integrated medical, behavioral, and dental care for uninsured populations as provided for herein. This shall be accomplished in the following manner:

    a. A per member per month (PMPM) compensation to offset the operational losses directly attributed to the uninsured patients receiving care at the MFHC Basalt Clinic.

b. An estimated PMPM rate, based on historical average costs of serving uninsured patients (excluding costs covered by federal, state, or local sources, and excluding depreciation), shall be calculated annually and shared with all parties by August 31 for the upcoming calendar year budget.

c. Current rent subsidy will remain in place to support rent costs of providing care at the MFHC Basalt Clinic.

d. Rent and PMPM rates will be charged quarterly, based on the actual uninsured patients served at the MFHC Basalt Clinic. Financial statements will be included with each invoice.

e. Allocation of subsidies will be reviewed annually to ensure subsidy percentages are consistent with services rendered for the population. Historically these subsidies have been shared using the following ratios: 51% AVH; 34% Pitkin County; 15% Eagle County.

f. Notwithstanding the foregoing, the parties acknowledge and agree that by and through the Eagle County/MFHC Agreement, Eagle County has satisfied or will satisfy any and all of Eagle County's financial obligations hereunder arising or incurred during the Term of this Agreement, regardless of when invoiced. Accordingly, no party shall look to Eagle County for payment under this Agreement.

2. MFHC will update its financial reporting and reconciliation process. This shall be accomplished in the following manner:

a. MFHC shall provide full calendar year income statements to all Parties no later than March 31 of the following year.

b. If net income exceeds 5% of the total calendar year revenue, the amount exceeding this threshold will be credited back to the Parties on the fourth quarter invoice.

3. **Basalt Clinic Operating Expectations:** In consideration of funding support from Pitkin County, Eagle County and AVH under this Agreement, MFHC shall operate the satellite clinic of the MFHC in Basalt, Colorado, a minimum of 4 days per week (holidays excepted), consistent with MFHC policies and procedures and in accordance with any requirements of MFHC's licensure, accreditation or standards of care. Said clinic shall:
   a. Provide professional staffing consisting of properly qualified and licensed medical, dental, and behavioral health professionals.

b. Provide services to patients regardless of their ability to pay or payer source consistent with the requirement of a Federally Qualified Health Center.
c. Provide for administrative needs as necessary to register patients, provide clinical support, provide transcription services or maintain medical records on any patients of MFHC.
d. Reporting: Beginning in 2026 MFHC agrees to report in writing to AVH, Pitkin County and Eagle County the following information on a quarterly basis for the calendar year:
    i. Total unduplicated patients served at MFHC Basalt's location, including total medical, dental, and behavioral health patients and visits.
    ii. Of those patients served, the percentage of patients residing in Pitkin and Eagle Counties (respectively).
    iii. The payer mix of the patients served at the MFHC Basalt location.
    iv. Financial statements for MFHC Basalt showing total revenue, appropriated and incurred expenses, appropriation methodologies, and operating profit/loss.
    v. The population health outcomes, as defined by the federal Uniform Data System (UDS), for the patients served at the MFHC Basalt location.
    vi. MFHC Basalt's status as a Patient Centered Medical Home (PCMH) as defined by the National Committee on Quality Assurance (NCQA) or another national PCMH accrediting body.
    vii. Patient satisfaction results at MFHC Basalt, as defined by the Agency for Healthcare Research and Quality (AHRQ) or another national patient satisfaction organization.
    viii. Any additional documents as required by the Healthy Community Fund grant obligations or requests for clarification regarding appropriation and incurrence of revenues and expenses.

4. The term of this Agreement ('Term") shall be effective _____2026, and shall renew annually unless terminated by any of the parties.
    a. Should MFHC not meet its reporting requirement as outlined in paragraphs "2a" and "3d" above, Pitkin County, Eagle County and AVH shall each have the right to immediately terminate this Agreement, if, after giving thirty (30) days written notice to MFHC, the reporting is not accomplished.
    b. Notwithstanding the above, if any party breaches any term of this agreement and fails to correct such breach within ten (10) days after

receiving written notice of such breach from another party, such other party may terminate this Agreement by notifying the breaching party, and other partner in the Agreement in writing of such termination.

c. In addition, AVH, Pitkin County and Eagle County shall each have the right to immediately terminate this Agreement:
   i. If MFHC's status as a Federally Qualified Health Center is suspended or revoked by the U.S. Department of Health and Human Services;
   ii. If MFHC or any of its providers is currently or during the term of this Agreement becomes excluded from participation in a federal healthcare program, including but not limited to Medicare or Medicaid; or
   iii. If the actions of MFHC are of such a nature that they present an imminent danger to patients or materially and adversely affect any licensures, tax exemptions, or accreditations of any of the parties to this Agreement; or.
   iv. For failure by MFHC to maintain at its own cost, proper liability insurance for its employees and or providing said services. Such professional liability insurance must be in the amount of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate or in any such other amount as required by the AVH and Pitkin County. Proof of such insurance shall be provided by MFHC upon request by AVH or Pitkin County.

d. Nothing herein shall preclude the parties from terminating this Agreement at any time pursuant to the provisions of Section 7 hereunder. Any party may terminate this Agreement without cause by providing the remaining parties ninety (90) days written notice prior to the conclusion of the then current term.

**Additional Provisions**

1. Assignability. This Agreement is not assignable by any party.

2. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Governments and signed by an authorized signatory of each party.

3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

4. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

5. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To: Pitkin County
With copies to:
Pitkin County Attorney's Office
530 East Main Street, Suite 301
Aspen, CO 81611
attorney@pitkincounty.com

To: Aspen Valley Health
0401 Castle Creek Road
Aspen, CO 81611
ATTN: CEO
With a copy to: General Counsel

To: Mountain Family Health Centers
2700 Gilstrap Court
Ste. 100
Glenwood Springs, CO 81601
ATTN: CEO

To: Eagle County
500 Broadway
P.O. Box 850
Eagle, CO 81621

With a copy to:
Eagle County Attorney
500 Broadway
P.O. Box 850
Eagle, Co 81631
E-mail: atty@eaglecounty.us

6. Government Immunity. The parties agree and understand that Pitkin County, Aspen Valley Health and Eagle County are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

7. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties.The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

8. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

10. Attorneys' Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney's fees.

11. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

12. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the _____ day of _____ _____, 2026

The foregoing Agreement is approved by the Board of County Commissioners of Eagle County Colorado at its regular meeting held on the _____ day of _____ _____, 2026.

The foregoing Agreement is approved by the Aspen Valley Health Board at its regular meeting held on the ____day of _____,2026

In Witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO

By:_____
Jeffrey Woodruff, Chair

APPROVED AS TO FORM

By:_____
Richard Neiley, III, County Attorney

Manager Approval:

By:_____
Kara Silbernagel, County Manager

ASPEN VALLEY HEALTH

By: _____
Dr. Richard Becker, CEO

APPROVED AS TO FORM

By: _____
Elaine Gerson, General Counsel

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

By: _____
Tom Boyd, Chair

Attest:

By:_____

Becky Close, Clerk to the Board

MOUNTAIN FAMILY HEALTH CENTERS

By: _____

Dustin Moyer, CEO

CONTRACT

# 048-2019-BOCC
(Attached)

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO, REPEALING RESOLUTION NO. 039-2018 AND APPROVING AN AMENDED INTERORGANIZATIONAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, ASPEN VALLEY HOSPITAL DISTRICT ("AVH"), MOUNTAIN FAMILY HEALTH CENTERS ("MFHC") AND EAGLE COUNTY ("EAGLE")**

**RESOLUTION NO. 007 -2019**

**RECITALS:**

1. Pursuant to Title 29, Article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statutes") and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so.

2. Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens.

3. Pursuant to Resolution No. 039-2018, the BOCC entered into an Organizational Agreement dated June 13, 2018. This agreement was between Pitkin County ("PITKIN"), Aspen Valley Hospital District ("AVH") and Mountain Family Health Centers ("MFHC") for the purposes of supporting the Mountain Family Integrated Health Care Basalt Clinic and;

4. Due to the fact that MFHC will require additional ongoing operating subsidies to cover the gap between revenues provided through Medicaid, Medicare, grants and donations and the actual operating costs of providing high-quality integrated primary, behavioral and dental healthcare facility in Basalt, the parties have agreed to enter into a revised four-way agreement to include Eagle County and;

5. PITKIN, AVH, MFHC and EAGLE wish to enter into an Interorganizational Agreement for the purposes of supporting the Mountain Family Integrated Health Care Basalt Clinic and;

6. PITKIN, AVH MFHC and EAGLE are organizations authorized to enter into agreements pursuant to C.R.S. § 29-1-203 for purposes including the provision of any function, service, or facility lawfully authorized to each; and

7. The BOCC finds that it is in the best interests of the citizens of PITKIN, AVH, MFHC and EAGLE to enter into this agreement in order to ensure the health and welfare of the citizens of Pitkin County and Western Eagle County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby:

1. Adopts a Resolution of the Board of County Commissioners of Pitkin County, Colorado Repealing Resolution No. 039-2018 Approving an Interorganizational Agreement with Aspen Valley Hospital and Mountain Family Health Centers and;

2. Approves a revised Interorganizational Agreement between the Board of County Commissioners of Pitkin County, Aspen Valley Hospital, Mountain Family Health Centers and Eagle County in substantially the same form satisfactory to the County Attorney, and authorizes the Chair or its designee, to sign the resolution and the agreement on behalf of the County.

INTRODUCED AND FIRST READ ON THE 9th DAY OF January, 2019 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 23rd DAY OF January 2019.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE 21st DAY OF December, 2019.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE 21st DAY OF December 2019.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 23rd DAY OF January 2019.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN TIMES WEEKLY ON THE 31st DAY OF January, 2019.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE 24th DAY OF January 2019.

ATTEST:

By: _____
Jeanette Jones
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: Patti Clapper (fn)
Greg Poschman, Chair

Date: 02-08-2019

APPROVED AS TO FORM:

_____
John Ely, County Attorney

MANAGER APPROVAL

_____
Jon Peacock, County Manager

CONTRACT

# 048-2019-Boee

**INTERORGANIZATIONAL AGREEMENT**
**For**
**Ongoing Integrated Health Care for Low-Income Populations in Pitkin County and Western Eagle County through Support of Mountain Family Health Centers Basalt Clinic**

THIS INTERORGANIZATIONAL AGREEMENT (the "Agreement") is made this 5th day of February 2019, ~~2018~~ by and between: the Board of County Commissioners of Pitkin County, Colorado, whose address is 530 E. Main Street, Suite 302, Aspen, Colorado 81611; the Board of County Commissioners of Eagle County, Colorado whose address is 500 Broadway Street #3, Eagle, CO 81621; Aspen Valley Hospital District ("AVH") whose address is 0401 Castle Creek Road, Aspen CO 81611; and Mountain Family Health Centers ("Mountain Family Health Center"), whose address is 2700 Gilstrap Court, Suite 100, Glenwood Springs, CO, 81601.

## RECITALS

This Agreement is entered into pursuant to, *inter alia,* C.R.S. §§ 29-1-201, *et seq.,* and Article XIV, Section 18 of the Colorado Constitution.

WHEREAS, Mountain Family Health Centers is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for the medically underserved, regardless of ability to pay; and

WHEREAS, in Pitkin County and Southwestern Eagle County, there are currently 4,700 individuals livng below 200% of the Federal Poverty Level (defined as at or below S24,280 annual income for a single individual and at or below $50,200 for a family of four). Mountain Family Health currently serves 2,200 low-income and Medicaid patients annually in Pitkin and Southwest Eagle County, and estimates that as of this agreement there are another 2,500 low-income and Medicaid patients unable to be served in Pitkin and/or Southwestern Eagle County due to lack of exam rooms, facilities and affordable care options; and

WHEREAS, Aspen Valley Hospital District is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and

WHEREAS, Pitkin County is committed to the health, safety and wellbeing of its residents and has a history of partnering with Aspen Valley Hospital District through the Healthy Community Fund to provide operating cash subsidies for Mountain Family Health Centers; and

WHEREAS, Pitkin County has entered into a long-term lease with Mountain Family Health Centers for up to 9,000 sq./ft. of space at 123 Emma Road in

Basalt, Colorado for primary care, behavioral health and dental operatories; and

WHEREAS Aspen Valley Hospital District, Pitkin County, and Eagle County recognize that Mountain Family Health will require additional ongoing operating subsidies to cover the gap between revenues provided through Medicaid, Medicare, grants and donations and the actual operating costs of providing high-quality integrated primary, behavioral and dental health care for the underserved in the Roaring Fork Valley, regardless of ability to pay; and

WHEREAS Mountain Family Health expects that the operating subsidies it requires to operate the Basalt Clinic will decrease as a result of increased efficiencies associated with the larger space and the ability to provide services to more patients, however all parties also recognize that subsidies may increase if a greater proportion of Mountain Family Health patients are uninsured; and

WHEREAS, Mountain Family Health Centers, Aspen Valley Hospital District Pitkin County, and Eagle County desire to enter into a four-way partnership to ensure Mountain Family Health's ability to provide high-quality integrated primary medical, behavioral and dental health services to all underserved residents of Pitkin County and Western Eagle County, regardless of ability to pay.

NOW,THEREFORE, for and in consideration of the mutual promises 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:

## AGREEMENT

1. **Operational Funding:** Pitkin County, Eagle County and Aspen Valley Hospital District agree to provide financial support of the Basalt clinic as necessary to avoid Mountain Family Health Centers from sustaining an operational loss as a direct consequence of operating the Basalt clinic. This shall be accomplished in the following manner:
   a. MFHC will develop and submit to Pitkin County, Eagle County and Aspen Valley Hospital District a pro-forma no later than November 1st for the following calendar fiscal year of operation.
   b. The pro-forma shall be in a form acceptable to Pitkin County, Eagle County and Aspen Valley Hospital District, and shall estimate the actual operating loss at the year-end, taking into account only those costs that are directly attributable to operation of the Basalt clinic and that would be eliminated in the event the Basalt Clinic no longer exists.
   c. In addition, the pro-forma shall reflect the income associated with any grant from public, private or non-profit sources for the purpose of funding the Mountain Family Health Center clinic in Basalt.
   d. Pitkin County, Eagle County and Aspen Valley Hospital District shall approve the operating loss to be funded under the pro-forma prior to commencement of the calendar fiscal year.

e. Mountain Family Health shall meet with Aspen Valley Hospital District, Pitkin County, and Eagle County quarterly to review the pro-forma compared to actual results and the quarterly operating losses eligible for reimbursement by Pitkin County and Aspen Valley Hospital District as outlined in paragraphs f and g below. Operating gains, if any, will be carried forward into the next quarter. During these quarterly meetings, metrics build into the Mountain Family Contract shall be reviewed by Piktin County, Eagle County and Aspen Valley Hospital. Quarterly meetings will also be used to identify early any issues which might result in the termination of this agreement.

f. Eagle County's contribution will be determined by multiplying the demonstrated operating loss for the quarter by the percentage of Eagle County residents served in the Basalt Clinic the previous calendar year. Eagle County will remit a check to Mountain Family Health Centers within thirty (30) days of receipt of the operating results (per the meetings described in paragraph "e" above), provided Eagle County agrees with the calculations. Should a Corrective Action Plan be required per paragraph "j" below, payment will be made within 30 days of the receipt of the Corrective Action Plan.

g. Pitkin County will remit a check for 40% of the demonstrated operating loss for the quarter, minus contributions from Eagle County within thirty (30) days of receipt of the operating results (per the meetings described in paragraph "e" above), provided Pitkin County agrees with the calculations. Should a Corrective Action Plan be required per paragraph "i" below, payment will be made within 30 days of the receipt of the Corrective Action Plan.

h. Aspen Valley Hospital District will remit a check for 60% of the demonstrated operating loss for the quarter, minus contributions from Eagle County within thirty (30) days of receipt of the operating results (per the meetings described in paragraph "e" above), provided Aspen Valley Hospital District agrees with the calculations. Should a Corrective Action Plan be required per paragraph "j" below, payment will be made within 30 days of the receipt of the Corrective Action Plan.

i. In the event that annual operating losses are less than the pro-forma estimate, MFHC will be eligible for an incentive bonus equal to 25% of the difference. Pitkin County, Eagle County and Aspen Valley Hospital District will be responsible for paying the incentive bonus in an amount equal to the total percentage of operating loss paid for the year the incentive bonus was earned. The incentive bonus will be paid within 30 days of the conclusion of the calendar fiscal year in which the incentive bonus was earned.

j. Should the operating losses for the Basalt Clinic exceed the pro-forma estimate by greater than 25% in any quarter, Mountain Family Health Centers will be required to submit a Corrective Action Plan (CAP) to Pitkin County, Eagle County and Aspen Valley Hospital District within 30 days. The CAP will include corrective measures being undertaken, as well as a reforecast of the remainder of the operating year, and will require

the approval of Pitkin County, Eagle County and the Aspen Valley Hospital District.

2. **Basalt Clinic Operating Expectations:** In consideration of funding support from Pitkin County, Eagle County and Aspen Valley Hospital District under this agreement, Mountain Family Health Centers shall operate the satellite clinic of the MFHC in Basalt a minimum of 5 days per week (holidays excepted), consistent with MFHC policies and procedures and in accordance with any requirements of MFHC's licensure, accreditation or standards of care. Said clinic shall:
   a. Provide professional staffing consisting of a properly qualified and licensed medical, dental, and behavioral health professionals.
   b. Provide services to patients regardless of their ability to pay or payer source consistent with the requirement of a Federally Qualified Health Center.
   c. Provide for administrative needs as necessary to register patients, provide clinical support, provide transcription services or maintain medical records on any patients of MFHC.
   d. Reporting: Beginning in 2019 Mountain Family Health Centers agrees to report in writing to Aspen Valley Hospital District, Pitkin County and Eagle County the following information on a quarterly basis for the calendar year:
      i. Total unduplicated patients served at MFHC Basalt's location, including total medical, dental, and behavioral health patients and visits.
      ii. Of those patients served, the percentage of patients residing in Pitkin and Eagle Counties (respectively).
      iii. The payer mix of the patients served at the MFHC Basalt location.
      iv. Financial statements for MFHC Basalt showing total revenue, appropriated and incurred expenses, appropriation methodologies, and operating profit/loss.
      v. The population health outcomes, as defined by the federal Uniform Data System (UDS), for the patients served at the MFHC Basalt location.
      vi. MFHC Basalt's status as a Patient Centered Medical Home (PCMH) as defined by the National Committee on Quality Assurance (NCQA) or another national PCMH accrediting body.
      vii. Patient satisfaction results at MFHC Basalt, as defined by the Agency for Healthcare Research and Quality (AHRQ) or another national patient satisfaction organization.
      viii. Any additional documents as required by the Healthy Community Fund grant obligations or requests for clarification regarding appropriation and incurrence of revenues and expenses.

3. The term of this agreement shall be effective December 19, 2018, and shall renew annually unless terminated by any of the parties.
   a. Should Mountain Family Health Centers not meet its reporting requirement as outlined in paragraphs "2e" and "3d" above, Pitkin County, Eagle County or Aspen Valley Hospital shall have the right to immediately terminate this agreement, if, after giving thirty (30) days written notice to Mountain Family Health Centers, the reporting is not accomplished.
   b. Notwithstanding the above, if any party breaches any term of this agreement and fails to correct such breach within ten (10) days after receiving written notice of such breach from another party, such other party may terminate this Agreement by notifying the breaching party, and other partner in the agreement in writing of such termination. In such case, Pitkin County, Eagle County and Aspen Valley Hospital District shall reimburse Mountain Family Health Centers for the operating losses then incurred for the period that the clinic had been operating pursuant to (paragraphs "2f," "2g," and "2h"above).
   c. In addition, Aspen Valley Hospital District, Pitkin County or Eagle County shall have the right to immediately terminate this Agreement:
      i. If Mountain Family Health Center's status as a Federally Qualified Health Center is suspended or revoked by the U.S. Department of Health and Human Services;
      ii. If Mountain Family Health Centers or any of its providers is currently or during the term of this Agreement becomes excluded from participation in a federal healthcare program, including but not limited to Medicare or Medicaid; or
      iii. If the actions of Mountain Family Health Centers are of such a nature that they present an imminent danger to patients or materially and adversely affect any licensures, tax exemptions, or accreditations of any of the parties to this agreement; or.
      iv. For failure by Mountain Family Health Centers to maintain at its own cost, proper liability insurance for its employees and or providing said services. Such professional liability insurance must be in the amount of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate or in any such other amount as required by the Aspen Valley Hospital District and Pitkin County. Proof of such insurance shall be provided by Mountain Family Health Centers upon request by Aspen Valley Hospital District or Pitkin County.
   d. Nothing herein shall preclude the parties from terminating this Agreement at any time pursuant to the provisions of Section 7 hereunder. Any party may terminate this Agreement without cause by providing the remaining Parties ninety (90) days written notice prior to the conclusion of the then current term.

**Additional Provisions**

1. Assignability. This agreement is not assignable by any party.

2. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Governments and signed by authorized officers of each party.

3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

4. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

5. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.
   To: Pitkin County
   With copies to:
   Pitkin County Attorney's Office
   530 East Main Street, Suite 301,
   Aspen, CO 81611
   attorney@pitkincounty.com

   To: Aspen Valley Hospital District
   0401 Castle Creek Road
   Aspen, CO 81611
   ATTN: CEO
   With a copy to: General Counsel

To: Mountain Family Health Centers
2700 Gilstrap Court
Ste. 100
Glenwood Springs, CO 81601
ATTN: CEO

To: Eagle County
500 Broadway Street #3,
Eagle, CO 81621

6. Government Immunity. The parties agree and understand that Pitkin County, Aspen Valley Hospital District and Eagle County are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

7. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties.The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

8. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

10. Attorneys' Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney's fees.

11. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

12. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 23rd day of January _____, 2018

The foregoing Agreement is approved by the Board of County Commissioners of Eagle County Colorado at its regular meeting held on 2/5/2019

The foregoing Agreement is approved by the Aspen Valley Hospital District Board at its regular meeting held on the 22nd day of May ,2018

In Witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: Patti Clapper (fn)
Chair 02/08/2019

APPROVED AS TO FORM

By: _____
County Attorney

Manager Approval:

By: _____
Jon Peacock, County Manager

ASPEN VALLEY HOSPITAL DISTRICT

By: See next page
Title for signature

APPROVED AS TO FORM

By: See next page for signature

EAGLE COUNTY

By: DocuSigned by: Jeanne McSweeney
Title Commissioner

APPROVED AS TO FORM

By: DocuSigned by: _____

MOUNTAIN FAMILY HEATH CENTERS

By: Ross Brooks

Title CEO

APPROVED AS TO FORM

By: _____

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 23rd day of January, 2018

The foregoing Agreement is approved by the Board of County Commissioners of Eagle County Colorado at its regular meeting held on the 5th day of February, 2018.

The foregoing Agreement is approved by the Aspen Valley Hospital District Board at its regular meeting held on the 22nd day of MAY, 2018

In Witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: _____
Chair

APPROVED AS TO FORM

By: _____
County Attorney

Manager Approval:

By: _____
Jon Peacock, County Manager

ASPEN VALLEY HOSPITAL DISTRICT

By: _____
Title CEO

APPROVED AS TO FORM

By: _____

EAGLE COUNTY

By: _____
Title

APPROVED AS TO FORM

By: _____

MOUNTAIN FAMILY HEATH CENTERS

By: Ross Brooks

Title CEO

APPROVED AS TO FORM

By: RAB

CONTRACT

# 361-2018 Boee

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO APPROVING AN INTERORGANIZATIONAL AGREEMENT WITH ASPEN VALLEY HOSPITAL DISTRICT AND MOUNTAIN FAMILY HEALTH CENTERS FOR ONGOING SUPPORT OF CARE OF LOW-INCOME POPULATIONS IN PITKIN COUNTY THROUGH MOUNTAIN FAMILY HEALTH CENTER**

**RESOLUTION NO. 039, 2018**

**RECITALS:**

1. WHEREAS, Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens.

2. WHEREAS, Mountain Family Health Center hereinafter referred to as ("MFHC") is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for medically underserved, regardless of ability to pay; and

3. WHEREAS, in Pitkin County there are currently 4,700 individuals living below 200% of the Federal Poverty Level (defined as at or below $24,280 annual income for a single individual and at or below $50,200 for a family of four) MFHC currently serves 2,200 low-income and Medicaid patients annually in Pitkin County, and estimates that as of this agreement, there are another 2,500 low-income and Medicaid patients unable to be served in Pitkin County due to lack of exam rooms, facilities, and affordable care options; and

4. WHEREAS, Aspen Valley Hospital District hereinafter referred to as ("AVHD") is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and

5. WHEREAS, Pitkin County hereinafter referred to as ("the County") is committed to the health, safety and wellbeing of its residents and has a history of partnering with AVHD through the Health Community Fund to provide operating cash subsidies for MFHC; and

6. WHEREAS, the County has entered into a long-term lease with MFHC for up to 9,000 sq. ft. of space for primary care, behavioral health and dental operators at a below market rate; and

7. WHEREAS, AVHD and the County recognize that MFHC will require additional ongoing operating subsidies to cover the gap between revenues provided through Medicaid, Medicare, grants and primary, behavioral and dental health care for the underserved in the Roaring Fork Valley, regardless of the ability to pay; and

8. WHEREAS, MFHC expects that the operating subsidies it requires will decrease as a result of increased efficiencies associated with the larger space and the ability to provide services to more patients, however all parties also recognize that subsidies may increase if a greater proportion of Mountain Family Health patients are uninsured; and

9. WHEREAS, MFHC, AVHD and the County desire to enter into a three-way partnership to ensure MFHC's ability to provide high-quality integrated primary medical, behavioral and dental health services to all underserved residents of Pitkin County, regardless of ability to pay; and

10. WHEREAS, The BOCC finds that to ensure the health and welfare of the citizens of Pitkin County that it is in the best interest of AVHD MVHS and the County to enter into an Inner-Organizational Agreement a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution Approving an Interorganizational Agreement with Aspen Valley Hospital District and Mountain Family Health Centers for Ongoing Support of Care of Low-Income Populations in Pitkin County through Mountain Family Health Centers and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE 23rd DAY OF May, 2018 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 13th DAY OF June 2018.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE 31st DAY OF May, 2018.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE 31st DAY OF May 2018.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 13th DAY OF June 2018.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN TIMES WEEKLY ON THE 21st DAY OF June, 2018.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE 14th DAY OF June 2018.

ATTEST:

By _____
Jeanette Jones
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Patti Clapper, Chair

Date: 06-27-18

APPROVED AS TO FORM:

_____
John Ely, County Attorney

MANAGER APPROVAL

_____
Jon Peacock, County Manager

CONTRACT

# 361.2018-BOCC

**INTERORGANIZATIONAL AGREEMENT For**
**Ongoing Support for Care of Low-Income Populations in Pitkin County through Support of Mountain Family Health Centers**

THIS INTERORGANIZATIONAL AGREEMENT (the "Agreement") is made this 13th day of June, 2018 by and between the Board of County Commissioners of Pitkin County, Colorado, whose address is 123 Emma Road, Suite 106, Basalt, CO 81621 ("the County") and Aspen Valley Hospital District ("AVH") whose address is 0401 Castle Creek Road, Aspen CO 81611, and Mountain Family Health Centers ("Mountain Family Health Center"), whose address is 2700 Gilstrap Court, Suite 230, Glenwood Springs, CO, 81601.

## RECITALS

This Agreement is entered into pursuant to, *inter alia,* C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

WHEREAS, Mountain Family Health Centers is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for the medically underserved, regardless of ability to pay; and

WHEREAS, in Pitkin County, there are currently 4,700 individuals living below 200% of the Federal Poverty Level (defined as at or below $24,280 annual income for a single individual and at or below $50,200 for a family of four) Mountain Family Health currently serves 2,200 low-income and Medicaid patients annually in Pitkin County, and estimates that as of this agreement there are another 2,500 low-income and Medicaid patients unable to be served in Pitkin County due to lack of exam rooms, facilities, and affordable care options; and

WHEREAS, Aspen Valley Hospital District is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and

WHEREAS, Pitkin County is committed to the health, safety and wellbeing of its residents and has a history of partnering with Aspen Valley Hospital District through the Healthy Community Fund to provide operating cash subsidies for Mountain Family Health Centers; and

WHEREAS, the County has entered into a long-term lease with Mountain Family Health Centers for up to 9,000 sq./ft. of space for primary care, behavioral health and dental operators at a below market rate; and

WHEREAS Aspen Valley Hospital District and Pitkin County recognize that Mountain Family Health will require additional ongoing operating subsidies to cover the gap between revenues provided through Medicaid, Medicare, grants and donations and the actual operating costs of providing high-quality integrated primary, behavioral and dental health care for the underserved in the Roaring Fork Valley, regardless of ability to pay; and

WHEREAS Mountain Family Health expects that the operating subsidies it requires will decrease as a result of increased efficiencies associated with the larger space and the ability to provide services to more patients, however all parties also recognize that subsidies may increase if a greater proportion of Mountain Family Health patients are uninsured; and

WHEREAS, Mountain Family Health Centers, Aspen Valley Hospital District and Pitkin County desire to enter into a three-way partnership to ensure Mountain Family Health's ability to provide high-quality integrated primary medical, behavioral and dental health services to all underserved residents of Pitkin County, regardless of ability to pay.

NOW, THEREFORE, for and in consideration of the mutual promises 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:

## AGREEMENT

1. **Basalt Clinic Leased Space**: In order to assure that Mountain Family Health is able to grow and expand operations to meet the needs of the underserved members of the community, Pitkin County has provided approximately 9,000 square feet of commercial space to Mountain Family Health through a separate lease agreement. This space is provided at an amount substantially below market rates, representing an operating subsidy provided by Pitkin County to Mountain Family Health. Parties agree that the County's in-kind rent subsidy will be equal to 40% of the annual lease value, based on the lease agreement which is included as Exhibit A to this agreement. In turn, Aspen Valley Hospital agrees to subsidize 60% of the lease cost of the space as an operating subsidy. AVH agrees to remit payment to Mountain Family Health, in the amount of the annual lease costs due from Mountain Family Health to Pitkin County for the ensuing year. Such payment shall be reflected by Mountain Family Health as operating revenue for each reporting period, for purposes of deriving operating performance as referenced below.

2. **Operational Funding:** Pitkin County and Aspen Valley Hospital District agree to provide financial support of the Basalt clinic as necessary to avoid

Mountain Family Health Centers from sustaining an operational loss as a direct consequence of operating the Basalt clinic. This shall be accomplished in the following manner:

a. MFHC will develop and submit to Pitkin County and Aspen Valley Hospital District a pro-forma no later than November 1st for the following calendar fiscal year of operation.
b. The pro-forma shall be in a form acceptable to Pitkin County and Aspen Valley Hospital District, and shall estimate the actual operating loss at the year-end, taking into account only those costs that are directly attributable to operation of the Basalt clinic and that would be eliminated in the event the Basalt Clinic no longer exists.
c. In addition, the pro-forma shall reflect the income associated with any grant from public, private or non-profit sources for the purpose of funding the Mountain Family Health Center clinic in Basalt.
d. Pitkin County and Aspen Valley Hospital District shall approve the operating loss to be funded under the pro-forma prior to commencement of the calendar fiscal year.
e. Mountain Family Health shall meet with Aspen Valley Hospital District and Pitkin County quarterly to review the pro-forma compared to actual results and the quarterly operating losses eligible for reimbursement by Pitkin County and Aspen Valley Hospital District as outlined in paragraphs f and g below. Operating gains, if any, will be carried forward into the next quarter.
f. Pitkin County will remit a check for 40% of the demonstrated operating loss for the quarter within thirty (30) days of receipt of the operating results (per the meetings described in paragraph "e" above), provided Pitkin County agrees with the calculations. Should a Corrective Action Plan be required per paragraph "i" below, payment will be made within 30 days of the receipt of the Corrective Action Plan.
g. Aspen Valley Hospital District will remit a check for 60% of the demonstrated operating loss for the quarter within thirty (30) days of receipt of the operating results (per the meetings described in paragraph "e" above), provided Aspen Valley Hospital District agrees with the calculations. Should a Corrective Action Plan be required per paragraph "j" below, payment will be made within 30 days of the receipt of the Corrective Action Plan.
h. In the event that annual operating losses are less than the pro-forma estimate, MFHC will be eligible for an incentive bonus equal to 25% of the difference with Pitkin County responsible for 40% of the amount and Aspen Valley Hospital District responsible for 60% of the amount. The incentive bonus will be paid within 30 days of the conclusion of the calendar fiscal year in which the incentive bonus was earned.
i. Should the operating losses for the Basalt Clinic exceed the pro-forma estimate by greater than 25% in any quarter, Mountain Family Health Centers will be required to submit a Corrective Action Plan (CAP) to Pitkin County and Aspen Valley Hospital within 30 days. The CAP will

include corrective measures being undertaken, as well as a reforecast of the remainder of the operating year, and will require the approval of Pitkin County and the Aspen Valley Hospital District.

3. **Basalt Clinic Operating Expectations:** In consideration of funding support from Pitkin County and Aspen Valley Hospital District under this agreement, Mountain Family Health Centers shall operate the satellite clinic of the MFHC
in Basalt a minimum of 5 days per week (holidays excepted), consistent with MFHC policies and procedures and in accordance with any requirements of MFHC's licensure, accreditation or standards of care. Said clinic shall:

a. Provide professional staffing consisting of a properly qualified and licensed medical, dental, and behavioral health professionals.
b. Provide services to patients regardless of their ability to pay or payer source consistent with the requirement of a Federally Qualified Health Center.
c. Provide for administrative needs as necessary to register patients, provide clinical support, provide transcription services or maintain medical records on any patients of MFHC.
d. Reporting: Upon occupying the leased space in 2018 Mountain Family Health Centers agrees to report in writing to Aspen Valley Hospital District and Pitkin County the following information on a quarterly basis for the calendar year:
    i. Total unduplicated patients served at MFHC Basalt's location, including total medical, dental, and behavioral health patients and visits.
    ii. Of those patients served, the percentage of patients residing in Pitkin and Eagle Counties (respectively).
    iii. The payer mix of the patients served at the MFHC Basalt location.
    iv. Financial statements for MFHC Basalt showing total revenue, appropriated and incurred expenses, appropriation methodologies, and operating profit/loss.
    v. The population health outcomes, as defined by the federal Uniform Data System (UDS), for the patients served at the MFHC Basalt location.
    vi. MFHC Basalt's status as a Patient Centered Medical Home (PCMH) as defined by the National Committee on Quality Assurance (NCQA) or another national PCMH accrediting body.
    vii. Patient satisfaction results at MFHC Basalt, as defined by the Agency for Healthcare Research and Quality (AHRQ) or another national patient satisfaction organization.
    viii. Any additional documents as required by the Healthy Community Fund grant obligations or requests for clarification regarding appropriation and incurrence of revenues and expenses.

4. The term of this agreement shall be effective November 1, 2018, and shall renew annually unless terminated by any of the parties.
   a. Should Mountain Family Health Centers not meet its reporting requirement as outlined in paragraphs "2e" and "3d" above, Pitkin County or Aspen Valley Hospital shall have the right to immediately terminate this agreement, if, after giving thirty (30) days written notice to Mountain Family Health Centers, the reporting is not accomplished.
   b. Notwithstanding the above, if either party breaches any term of this agreement and fails to correct such breach within ten (10) days after receiving written notice of such breach from the other party, such other party may terminate this Agreement by notifying the breaching party, and other partner in the agreement in writing of such termination. In such case, Pitkin County and Aspen Valley Hospital District shall reimburse Mountain Family Health Centers for the operating losses then incurred for the period that the clinic had been operating pursuant to (paragraphs "2f" and "2g" above).
   c. In addition, Aspen Valley Hospital District and Pitkin County shall have the right to immediately terminate this Agreement:
      i. If Mountain Family Health Center's status as a Federally Qualified Health Center is suspended or revoked by the U.S. Department of Health and Human Services; ii. If Mountain Family Health Centers or any of its providers is currently or during the term of this Agreement becomes excluded from participation in a federal healthcare program, including but not limited to Medicare or Medicaid; or
      iii. If the actions of Mountain Family Health Centers are of such a nature that they present an imminent danger to patients or materially and adversely affect any licensures, tax exemptions, or accreditations of any of the parties to this agreement; or.
      iv. For failure by Mountain Family Health Centers to maintain at its own cost, proper liability insurance for its employees and or providing said services. Such professional liability insurance must be in the amount of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate or in any such other amount as required by the Aspen Valley Hospital District and Pitkin County. Proof of such insurance shall be provided by Mountain Family Health Centers upon request by Aspen Valley Hospital District or Pitkin County.
   d. Any party may terminate this Agreement without cause by providing the remaining Parties ninety (90) days written notice prior to the conclusion of the then current term.

**Additional Provisions**

1. Assignability. This agreement is not assignable by any party.

2. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Governments and signed by authorized officers of each party.

3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

4. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

5. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**To: Pitkin County**

**With copies to:**
Pitkin County Attorney's Office
123 Emma Road, Suite 204
Basalt, CO 81621
attorney@pitkincounty.com

**To: Aspen Valley Hospital District**

0401 Castle Creek Road
Aspen, CO 81611
ATTN: CEO
With a copy to: General Counsel

**To: Mountain Family Health Centers**

2700 Gilstrap Court
Ste. 230
Glenwood Springs, CO 81601

6. Government Immunity. The parties agree and understand that Pitkin County and Aspen Valley Hospital District are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

7. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

8. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

10. Attorneys' Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney's fees.

11. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

12. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the _____ day of _____ _____, 2018

The foregoing Agreement is approved by [other governmental entity] at its regular meeting held on the _____ day of _____, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 13th day of June, 2018

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: _____
Chair

APPROVED AS TO FORM

By: _____
County Attorney

Manager Approval:

By: _____
Jon Peacock, County Manager

The foregoing Agreement is approved by Aspen Valley Hospital District at its regular meeting held on the 22nd day of May, 2018.

ASPEN VALLEY HOSPITAL DISTRICT

By: _____
Mindy Nagle, Chair

APPROVED AS TO FORM

By: _____
General Counsel

Manager Approval:

By: _____
David Ressler, CEO

MOUNTAIN FAMILY HEATH CENTERS

By: See Next Page

Jon Fox-Rubin, Chair

Manager Approval:

By: See Next page

Ross Brooks, CEO

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 13th day of June, 2018

BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO

By: See Previous Page
Chair

APPROVED AS TO FORM

By: See Previous Page
County Attorney

Manager Approval:

By: See Previous Page
Jon Peacock, County Manager

The foregoing Agreement is approved by Aspen Valley Hospital District at its regular meeting held on the 22nd day of May, 2018.

ASPEN VALLEY HOSPITAL DISTRICT

By: MD
Mindy Nagle, Chair

APPROVED AS TO FORM

By:
General Counsel

Manager Approval:

By:
David Ressler, CEO

MOUNTAIN FAMILY HEATH CENTERS

By:
Jon Fox-Rubin, Chair

Manager Approval:

By: RAB
Ross Brooks, CEO

**ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, APPROVING THE EXECUTION OF A LEASE BETWEEN PITKIN COUNTY AND MOUNTAIN FAMILY HEALTH CENTER FOR THE PURPOSE OF PROVIDING HEALTH CARE SERVICES FOR THE MEDICALLY UNDERSERVED**

**ORDINANCE No. 029 -2017**

**RECITALS:**

1. Pursuant to 30-35-301 C.R.S., the Board of County Commissioners ("BOCC") of Home Rule Counties is authorized to make and publish ordinances for carrying into effect or discharging the powers and duties conferred upon such counties by law and as seems necessary.

2. Pursuant to Section 2.8.1 of the Home Rule Charter ("HRC"), the BOCC is authorized to take official action by Ordinance for certain matters where action is prescribed pursuant to the Colorado Revised Statues as amended.

3. On June15, 2016 123 Emma Road was put on the market and the Board approved a contract to purchase (below the asking price of $39 million) for $3.3 million ($209 square foot) on September 28, 2016.

4. The property known as River Park Center is a 15,763 square foot building located in Pitkin County that currently has two restaurants renting space on the ground floor and a second floor that contains an atrium and patio/walkways, bar/restaurant meeting space occupied by Pitkin County, and a private sector professional office. The County has now assumed the existing leases and revenue streams while taking on the cost and responsibility for managing the property.

5. Since the County owns a fungible asset a letter of intent was signed spelling out the terms for the use of this building once the County staff vacates it to assume operations in the new administrative building in Aspen. With this lease long-term service needs will now be addressed through providing space to Mountain Family Health Centers to continue and expand medical, behavioral health, and dental services to low-income populations in Pitkin County.

6. Mountain Family Health currently located at 234 Cody Lane in a facility leased by, and shared with, Aspen Valley Hospital serves approximately 2,000 of the approximately 4,500 individuals in Pitkin County living at or below 200% of poverty level.

7. The Pitkin County building will eliminate Mountain Family Health's their main barrier of limited space (3,050) in order to serve a larger portion of the low income population in Pitkin County.

RECEPTION#: 643587, R: $0.00, D: $0.00
DOC CODE: ORDINANCE
Pg 1 of 46, 12/06/2017 at 09:09:31 AM
Janice K. Vos Caudill, Pitkin County, CO

8. The Board of County Commissioners ("the BOCC") has determined that River Park Center located at 123 Emma Road, Basalt Colorado 81621, which is owned by Pitkin County and the location that has been used for temporary space for day to day business operations of the County Department, will be available to lease commencing in spring of 2018.

9. The BOCC desires to enter into a commercial lease with Mountain Family Health Center ("Center") for an initial term of 20 years to house the Center, located at 123 Emma Road, Basalt, Colorado 81621 more specifically described as Lot A1, Basalt Commercial Park, together with an easement for ingress and egress as set forth in Access Agreement recorded April 12, 1993 in book 708 at page 449.

10. The lease commencement date is anticipated for July 1, 2018. The leased premises is to be for both floors equaling 9,070 of which 8,016 square feet is located on the lower floor and 1,054 is located on the second floor of the entire building, but may be for any portion of this space. The space ultimately leased or leased in phases will be determined by Mountain Family's ability and need. The "Center" accepts premises in its present "as is" condition.

11. The BOCC finds that adoption of this ordinance is necessary for the immediate preservation of the public health, safety and welfare of the citizens of Pitkin County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts an Ordinance Approving the Execution of a Lease between Pitkin County and Mountain Family Health Center for the Purpose of Providing Health Care Services for the Medically Underserved and authorizes the Chair or the Chair's designee to sign the Ordinance upon the satisfaction of the County Attorney in a form substantially similar to the attached document and execute any other associated documents necessary to complete this matter.

8. The Board of County Commissioners ("the BOCC") has determined that River Park Center located at 123 Emma Road, Basalt Colorado 81621, which is owned by Pitkin County and the location that has been used for temporary space for day to day business operations of the County Department, will be available to lease commencing in spring of 2018.

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INTRODUCED AND FIRST READ ON THE 13th DAY OF September, 2017
AND
SET FOR SECOND READING AND PUBLIC HEARING ON THE 27th DAY OF September 2017.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE 14th DAY OF September, 2017.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE 14th DAY OF September 2017.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 27th DAY OF September 2017.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN TIMES WEEKLY ON THE 5th DAY OF October 2017.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE 28th DAY OF September.

ATTEST:

By _____
Jeanette Jones
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By _____
George Newman, Chair

Date: 10/25/17

APPROVED AS TO FORM:

_____
John Ely, County Attorney

MANAGER APPROVAL

_____
Jon Peacock, County Manager

## SUMMARY OF BASIC LEASE INFORMATION AND DEFINITIONS

This SUMMARY OF BASIC LEASE INFORMATION AND DEFINITIONS ("Summary") is hereby incorporated into and made a part of the attached Center Lease which pertains to the Building described in Section 1.4 below. All references in the Lease to the "Lease" shall include this Summary. All references in the Lease to any term defined in this Summary shall have the meaning set forth in this Summary for such term. Capitalized terms used in this Summary and capitalized terms in the Lease not otherwise defined in this Summary shall have the meaning given to such terms in the Lease. If any inconsistency exists between this Summary and the Lease, the provisions of the Lease shall control.

1.1 **County's Address:** 530 E. Main Street, Aspen CO 81611 Property Manager Address: 530 E Main St., Aspen CO 81611 Rent Payment Address: 530 East Main Street, Aspen, CO 81611

1.2 **Tenant's Address:** 2700 Gilstrap Court #230, Glenwood Springs, CO 81601

1.3 **Center:** The center is commonly known as River Park Center.

1.4 **Building:** Center, located at 123 Emma Road, Basalt, Colorado 81621 more specifically described as Lot A1, Basalt Commercial Park, together with an easement for ingress and egress as set forth in Access Agreement recorded April 12, 1993 in book 708 at page 449. The building within which the Premises are located, is depicted in Exhibit "A" attached hereto.

1.5 **Premises:** Those certain Premises within the Building shown on. the two pages of the floor plans attached hereto as Exhibit "B", containing 9,070 rentable square feet space. Tenant accepts Premises in its present "as is" condition.

1.6 **Tenant's Share:** See Section 1.3 of the Lease.

1.7 **Commencement Date; Expiration. Date:**

Commencement Date: July 1, 2018.
Expiration Date: July 1, 2038.

1.8 **Term:** Twenty years and shall commence as of the date first written above and shall automatically renew for a ten-year period unless terminated by one of the signing parties upon one hundred and eighty (180) days' notice or otherwise terminated under the provisions in 1.8.a below.

(a) In the event of default, any party shall have the option to discontinue their obligations under this Lease and terminate the Lease upon 90-days written notice during which the defaulting party shall have the opportunity to cure the default.

1.9 **Annual Base Rent:** Base Rent starting on July 1, 2018, $150,000.00 / annually with a 2% annual escalation or one half of Denver Boulder – Greeley CPI whichever is greater to base rent.

1.10 **Permitted Use:** Medical Health Services.

1.11 **Security Deposit:** N/A

1.12 **Tenant Improvements:** The tenant improvements installed or to be installed in the Premises, if any, described as "Tenant's Work" in the Work Letter Lease attached hereto as Exhibit "C".

1.13 Amount Due on Lease Execution:

| | | |
|---|---|---|
| Base Rent for first year: | | $150,000.00 |
| Common Area Maintenance (CAM). | | $0 |
| Security Deposit | $ N/A | |

## LEASE AGREEMENT

This LEASE which includes the preceding Summary of Basic Lease information and definitions ("**Summary**") attached hereto and incorporated herein by this reference (collectively, the ("**Lease**"), is dated for identification purposes only as of the 1st day of July 2018, by and between Pitkin County, Colorado ("**County**"), and Mountain Family Health Center ("**Tenant**").

1. **Premises.**

1.1 **Premises.** County hereby leases to Tenant and Tenant hereby leases from County the Premises upon and subject to the terms, covenants and conditions contained in this Lease to be performed by each party.

1.2 **County's Reservation of Rights.** Provided County does not interfere with Tenant's use of and access to the Premises in an unreasonable manner, County reserves the right from time to time to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, and within the walls of the Building and the Premises.

1.3 **Tenant's Share.** "**Tenant's Share**" means a fraction, the numerator of which is 9,070 square feet, the total square feet of leasable space (as defined below) of the Tenant's Premises and the denominator of which is 15,693 square feet, the total Floor Area of the building, including the Premises, per AnsiBoma 265.5-2010 standards. Tenant's share is fifty-one percent (57.8%)

1.4 **Floor Area.** "Floor Area" of Tenant's Premises is 8,016 square feet. The Floor Area is measured, on a floor by floor basis in accordance with AnsiBoma 265.5-2010 standards.

2. **Term.**

2.1 **Term.** Notice of Lease Dates. The Term of this Lease shall be for the period designated in Section 1.8 of the Summary of Basic Lease Information, commencing on the Commencement Date, and ending on the Expiration Date, unless the Term is sooner terminated or extended as provided in this Lease. Within ten (10) days after County's written request, Tenant shall execute a written confirmation of the Commencement Date and Expiration Date of the Term in the form of the Notice of Term Dates attached hereto as Exhibit "D". The Notice of Term Dates shall be binding upon Tenant unless Tenant objects thereto in writing within such ten (10) day period.

3. **Rent.**

3.1 **Base Rent.** Tenant shall pay County on the first day of the month, as Base Rent for the Premises, designated in Section 1.9 of the Summary. Tenant shall pay the first installment of Annual Base Rent upon execution of this Lease.

3.2 **Additional Rent.** All amounts and charges payable by Tenant under this Lease in addition to the Annual Base Rent described in Section 3.1 above shall be considered additional rent for the purposes of this Lease, and the word "rent" in this Lease shall include such additional rent and Annual Base Rent unless the context specifically requires only the Annual Base Rent. Tenant shall pay rent to County as provided in herein, without any prior demand therefor and without any deduction or offset, in lawful money of the United States of America.

3.3 **Late Payments.** Late payments of rent shall be subject to a late charge as provided herein.

4. **Common Area.**

4.1 **Definition of Common Area.** "Common Area" means all areas and the improvements thereon within the boundaries of the River Park Center now or later made available for County's general use, Tenant and other persons entitled to occupy Floor Area in the Center and their customers, including, without limitation, the parking facilities of the Center which serve the Center, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, and similar areas and facilities situated within the Center not reserved for the exclusive use of any Center occupants. Common Area shall not include (i) the entryway to a tenant's premises, (ii) any improvements installed by a tenant outside of its premises, with County's consent, or (iii) any areas or facilities included in the description of premises leased to a tenant.

4.2 **Maintenance and Use of Common Area.** County shall determine the manner in which the Common Area shall be maintained in its sole discretion. The use and occupancy by Tenant of the Premises shall include the right to use the Common Area (except those portions of the Common Area on which have been constructed or placed permanent or temporary kiosks, displays, carts, and stands and except areas used in the maintenance or operation of the Center), in common with County and other tenants of the Center and their customers and invitees, subject to (i) any covenants, conditions and restrictions governing, among other things, the allocation of Common Area expenses to the Center, and any other operating Leases or covenants, conditions, and restrictions from time to time encumbering the Center (collectively, the "Declaration"), and (ii) such

reasonable, non-discriminatory rules and regulations concerning the Center as County may establish from time to time including, without limitation, the Rules and Regulations attached hereto as Exhibit "E". Tenant shall promptly comply with all such rules and regulations and any reasonable, non-discriminatory amendments thereto, upon receipt of written notice from County. Tenant acknowledges this Lease and all Tenant's rights under this Lease are subject to the Declaration.

4.3 **Control of and Changes to Common Area.** County shall have the sole and exclusive control of the Common Area and the right to make reasonable changes to the Common Area. Provided County does not materially interfere with Tenant's use of and access to the Premises, except as required by law, County's rights shall include, but not be limited to, the right to (a) restrain the use of the Common Area by unauthorized persons; (b) cause Tenant to remove or restrain persons from any unauthorized use of the Common Area if they are using the Common Area by reason of Tenant's presence in the Center.

4.4 **Common Area Expenses.** "Common Area Expenses" means all costs and expenses incurred by County, in operating, managing, policing, insuring, servicing, decorating, repairing, maintaining and replacing the (a) Common Area, (b) the exterior surface of exterior walls, roofs, foundations, and other structural portions of the building constituting the Center from time to time including the Building and the basic plumbing, heating, ventilating, air conditioning, sprinkler and electrical systems within the core of such building; and (c) the Common Utility Facilities constitute "Common Area Expenses"; but shall not include capital expenses; "Common Utility Facilities" include but are not limited to sanitary sewer lines and systems, gas lines and systems, water lines and systems, fire protection lines and systems, electric power, telephone and communication lines and systems. Common Area Expenses shall include the following: expenses for maintenance, landscaping, snow removal, repaving, resurfacing, repairs, replacements, painting, lighting, cleaning, trash removal, security, if any, fire protection and similar items; management fees; payroll taxes, employment taxes, workers' compensation, for those who perform duties connected with the operation, maintenance and repair of the Center, its equipment, and the adjacent walks and landscaped areas; rental on equipment; charges, surcharges, and other levies related to the requirements of any federal, state, or local governmental agency; expenses related to the Common Utility Facilities; personal property taxes and Real Property Taxes on the improvements and land comprising the Common Area; costs of insurance maintained by County pursuant to this Lease; costs of improvements to the Common Area (i) intended to reduce operating expenses, (ii) as any laws, ordinances, rules, or regulations of any governmental authority or agency having jurisdiction there over may require from time to time by, or (iii) for the refurbishment and replacement of Common Area improvements or amenities; and a sum payable to

County for administration and overhead in an amount equal to 0%) of the Common Area Expenses for the applicable year. **No CAM fees apply.**

4.5 **Determination of Tenant's Quarterly Common Area Expense Charge**. N/A

4.6 **Estimate Statement.** N/A

4.7 **Actual Statement** N/A

5. **Use.**

5.1 **General.** Tenant shall use the Premises solely for the Permitted Use as medical offices and shall not use or permit the Premises to be used for any other use or purpose. Tenant shall observe and comply with the "Rules and Regulations" attached hereto as Exhibit "E", and all reasonable non-discriminatory modifications thereof and additions thereto from time to time put into effect and furnished to Tenant by County. County shall endeavor to enforce the Rules and Regulations, but shall have no liability to Tenant for the violation or nonperformance by any other tenant or occupant of the Center of any such Rules and Regulations. Tenant shall, at its sole cost and expense, observe and comply with all requirements of the Tenant Association or similar body relating to the Premises, and all laws, statutes, codes, rules and regulations now or hereafter in force relating to or affecting the use, occupancy, alteration or improvement of the Premises, including, without limitation, the provisions of Title III of the Americans with Disabilities Act of 1990 as it pertains to Tenant's use, occupancy, improvement and alteration of the Premises. Tenant shall not use or allow the Premises to be used (a) in violation of the Declaration or any other recorded covenants, conditions and restrictions affecting the Center or of any law or governmental rule or regulation, or of any certificate of occupancy issued for the Premises or the Building, or (b) for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not do or permit to be done anything which will obstruct or interfere with the rights of other tenants or occupants of the Center, or injure or annoy them. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, the Building or the Center, nor commit or suffer to be committed any waste in, on or about the Premises

5.2 **Parking.** Tenant shall have three signed and assigned parking spaces located with immediate access to an entry door to the Premises. In addition, common parking spaces as shown on Exhibit "F" as Parking Spaces 53-78 and 117-135 shall be shared with other users of the Center and as required by the Town of Basalt PUD approval for Basalt Commercial Park. In all parking spaces, Tenant and its employees shall park their vehicles only in those portions of the Common Area from time to time designated for such purpose by County. Further, County

may adopt and implement such alternative parking programs as County determines are reasonably necessary to alleviate parking problems during peak traffic periods. The use of the parking area shall be subject to the Parking Rules and Regulations attached hereto as Exhibit "E" and any other reasonable, non-discriminatory rules and regulations adopted by County from time to time, including any system for controlled ingress and egress. Tenant shall furnish County with a list of its employees and the license numbers of their vehicles within fifteen (15) days after County requests such information. Tenant shall ensure its employees comply with all the provisions of this Section and such other parking rules and regulations as County may adopt and implement from time to time, including, but not limited to, systems of validation, or any other programs which County may deem necessary or appropriate to control, regulate, or assist parking by customers of the Center.

5.3 **Signs, Awnings and Canopies.** The use of the parking area shall be subject to the Parking Rules and Regulations attached hereto as Exhibit "G" and any other reasonable, nondiscriminatory rules and regulations adopted by County from time to time, including the Tenant shall not place or suffer to be placed or maintained on the roof or on any exterior door, wall, or window of the Premises any sign, awning or canopy, or advertising matter on the glass of any window or door of the Premises without County's prior written consent. Tenant further shall maintain such sign, awning, canopy, decoration, lettering in good condition and repair at all times.

5.4 **Refuse and Sewage.** Tenant agrees not to keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove same from the Premises. Tenant shall keep all containers or other equipment used for storage of such materials in a clean and sanitary condition. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition. If, in County's judgment, Tenant's trash volume becomes excessive, County may charge Tenant for additional trash disposal services and/or require Tenant to contract directly for additional trash disposal services at Tenant's sole cost and expense.

6. **Payments and Notices.** Tenant shall pay all rent and other sums payable by Tenant pursuant to this Lease to County at the address designated in the Summary of basic Lease Information and definitions, or to such other persons and/or at such other places as County may hereafter designate in writing.

Any notice required or permitted under this Lease shall be in writing and shall be hand-delivered or sent by registered or certified regular mail, postage pre-paid *and* via e-mail

(electronic delivery) to the mailing and e-mail addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender.

To Pitkin County: Rich Englehart, COO
Pitkin County
123 Emma Road, Suite #106
Basalt, CO 81621
Email: rich.englehart@pitkincounty.com

with copies to:
Pitkin County Attorney's Office
123 Emma Road, Suite #204
Basalt, CO 81621
Email: attorney@pitkincounty.com

To Tenant:
Mountain Family Health Center
2700 Gilstrap Court #230
Glenwood Springs, CO 81601
Phone: (970) 945-2840
Email: rbrooks@mountianfamily.org

7. **Surrender; Holding Over.**

7.1 **Surrender of Premises.** Subject to the security interest set forth above, on or before the date and time of the expiration or termination of the Initial or Renewal Term of the Initial or Renewal Term of this Lease, Tenant shall: surrender the Premises to County in good condition and repair, ordinary wear and usage excepted; and remove all of Tenant's personal property, trade fixtures, equipment or improvements removable by prior Lease with County from the Premises; and repair any damage to the Premises caused by such removal. Any personal property of Tenant, or anyone claiming under Tenant, which shall remain upon the Premises at the expiration or termination of this Lease shall be deemed to have been abandoned and may be retained by the County as County's property or disposed of by County in such manner as County sees fit without compensation to any party.

7.2 **Continued Occupancy with Consent of County (Holdover).** If Tenant remains in occupancy of the Premises after the expiration of the Initial or Renewal terms with the consent of the County, Tenant's interest in the Premises from and after that date shall be deemed to be month-to-month, pursuant to the terms and conditions of this Lease, or as the parties may otherwise agree in writing, or, if the parties shall fail to agree in a reasonable time, upon such other terms and

conditions as may be established by the County, in its sole discretion, upon thirty (30) days' notice to Tenant.

7.3 **Continued Occupancy without Consent of the County.** This Lease shall expire of its own accord without notice at the end of the term, or any renewal, as herein specified. If Tenant remains in occupancy of the Premises without the consent of County, it shall have the obligation to pay Rent for such period at the rate of two hundred percent (200%) of the last effective rate hereunder, and shall continue to adhere to all the requirements of this lease.

7.4 **Obligation of County at End of Term.** Upon the expiration or termination of the Term, Tenant acknowledges that there is no other or further right, representation or expectation of renewal or extension of this Lease and that the Premises thereafter will be subject to the County's stated intent and obligation to expose the Premises and rights granted hereunder to public competitive selection process at the time.

7.5 **No Effect on County's Rights.** The foregoing provisions of this Section are in addition to, and do not affect, County's right of re-entry or any other rights of County under. this Lease or otherwise provided at law or in equity.

8. **Taxes.**

8.1 **Real Property Taxes.** Not applicable. Tenant is exempt from Real Property Taxes.

9. **Possession; Condition of Premises;** Repairs.

9.1 **Delivery of Possession.** County shall deliver possession of the Premises to Tenant in its current "as-is" condition. Notwithstanding the foregoing, County shall not be obligated to deliver possession of the Premises to Tenant until County has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant; (ii) the first installment of the Annual Base Rent; and (iii) copies of policies of insurance or certificates thereof as required under this Lease.

9.2 **Condition of Premises.** Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. Tenant is thoroughly familiar with all aspects of the Premises and is satisfied they are in an acceptable condition and meet Tenant's needs. Tenant does not rely on, and County does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon,

the suitability of the Premises for the intended use. Tenant has satisfied itself as to such suitability and other pertinent matters by Tenant's own inquiries and tests into all matters relevant in determining whether to enter into this Lease. Tenant acknowledges, except as otherwise expressly set forth in this Lease, neither County nor any agent of County has made any representation or warranty with respect to the Premises, the Building or the Center or their condition, or with respect to the suitability thereof for the conduct of Tenant's business. Tenant's taking possession of the Premises shall conclusively establish the Center, the Premises, the Tenant Improvements therein, the Building, and the Common Areas were at such time complete and in good and satisfactory condition and repair.

9.3 **County's Repair Obligations.** County shall, as part of the Common Area Expenses, repair, maintain and replace, as necessary, (a) the shell and other structural portions of the Building (including the roof and foundations), (b) the basic plumbing, heating, ventilating, air conditioning, sprinkler and electrical systems within the core of the Building (but not any conduits or connections thereto or distribution systems thereof within the Premises), and (c) the Common Areas of the Center; provided, however, to the extent such maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees, Tenant shall pay to County, as additional rent, the costs of such maintenance, repairs or replacements as part of the Common Area Expenses. County shall not be liable to Tenant for failure to perform any such repairs, maintenance or replacements, unless County shall fail to make such repairs, maintenance or replacements and such failure shall continue for an unreasonable time following written notice from Tenant to County of the need therefor. Without limiting the foregoing, Tenant waives the right to make repairs at County's expense and/or terminate this Lease or vacate the Premises under any applicable law, statute or ordinance now or hereafter in effect.

9.4 **Tenant's Repair Obligations.** Except for County's obligations specifically set forth in this Lease, Tenant shall at all times and at Tenant's sole cost and expense, keep, maintain, clean, repair, preserve and replace, as necessary, the Premises including all Tenant Improvements, Tenant Changes, pipes and conduits, all fixtures, furniture and equipment, Tenant's signs, locks, closing devices, security devices, windows, floors and floor coverings, shelving, and any alterations, additions and other property located within the Premises in firstclass condition and repair, reasonable wear and tear excepted. Tenant shall replace, at its expense, any and all plate and other glass in and about the Premises damaged or broken from any cause except due to the gross negligence or willful misconduct of County, its agents, or employees. Such maintenance and repairs

shall be performed with due diligence by licensed contractor(s) selected by Tenant.

**10. Alterations.**

**10.1 Tenant Changes; Conditions.**

(a) Tenant shall not make any alterations, additions, improvements or decorations to the interior of the Premises (collectively, "Tenant Changes", and individually, a "Tenant Change") unless Tenant first obtains County's prior written approval thereof.

Tenant Improvements; Mountain Family Health Centers agrees, at their expense to make all tenant improvements in the lease space as necessary to provide services to Pitkin County residents regardless of ability to pay. Initial improvements shall include at a minimum the following elements unless otherwise agreed to by the County in writing:

1. Nine medical exam rooms;
2. Four dental care spaces;
3. Two behavioral health rooms;
4. An emergency generator sized to support Mountain Family Health operations,
5. Development of second access that is ADA compliant;
6. Any ancillary improvements necessary to support MFHC.

Notwithstanding the foregoing, any Tenant Change which satisfies the following conditions shall not require County's prior approval (hereinafter a "PreApproved Change"): (i) the costs of such Tenant Change do not exceed One Thousand Dollars ($1,000.00) individually; (ii) the costs of such Tenant Change when aggregated with the costs of all other Tenant Changes made by Tenant during any twelve month period do not exceed Three Thousand Dollars ($3,000.00); (iii) Tenant delivers to County final plans, specifications and working drawings for such Tenant Change at least ten (10) days prior to commencement of the work thereof; (iv) Tenant and such Tenant Change otherwise satisfy all other conditions set forth in this Section; (v) the Tenant Change does not affect the roof or the structural components of the Premises, the mechanical systems of the Premises, the exterior portions of the Premises or portions of the Premises visible from the Common Area; (vi) the Tenant Change does not trigger a legal requirement upon County to make any improvements or alterations to the Center; (vii) no building permit is required; and (viii) the Tenant Change cannot easily be viewed from outside the Premises.

(b) All Tenant Changes shall be performed: (i) in accordance with the approved plans, specifications and working drawings; (ii) lien-free and in a first-class and workmanlike manner; (iii) in compliance with the Declaration and all laws, rules and regulations of all governmental agencies and authorities including, without limitation, the provisions of Title III of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder; (iv) in such a manner so as not to interfere with the occupancy of any other tenant in the Building or any other building located within the Center, nor impose any additional expense upon nor delay County in the maintenance and operation of the Building or any other building located within the Center; and (v) at such times, in such manner and subject to such rules and regulations as County may designate from time to time.

(c) After County has approved the Tenant Changes and the plans, specifications and working drawings therefor (or is deemed to have approved the Pre-Approved Changes as set forth above), Tenant shall: (i) enter into an Lease for the performance of such Tenant Changes with such contractors and subcontractors selected by Tenant and approved by County; (ii) before proceeding with any Tenant Change (including any Pre-Approved Change), provide County with ten (10) days' prior written notice thereof;

(iii) obtain all necessary governmental permits and approvals for the commencement and. completion of such Tenant Change; and (iv) at County's request, obtain a completion and lien indemnity bond, or other surety, satisfactory to County for such Tenant Change. County's approval of any of Tenant's contractor(s) and subcontractor(s) shall not release Tenant or any such contractor(s) and/or subcontractor(s) from any liability for any conduct or acts of such contractor(s) and/or subcontractor(s).

(d) Throughout the performance of the Tenant Changes, Tenant shall obtain, or cause its contractors to obtain, workers compensation insurance and commercial general liability insurance in compliance with the provisions of this Lease.

10.2 **Removal of Tenant Changes and Tenant Improvements.** All Tenant Changes and the initial Tenant Improvements in the Premises (whether installed or paid for by County or Tenant), shall become County's property and shall remain upon and be surrendered with the Premises at the end of the Term of this Lease; provided, however, County may, by written notice delivered to Tenant at any time prior to the date that is thirty (30) days before the expiration of the Term (or immediately upon any sooner termination of this Lease) identify those items of the initial Tenant Improvements and Tenant Changes which County shall require Tenant to remove at the end of the Term of this Lease. If County requires Tenant to remove any such items as described above, Tenant shall, at its sole cost,

remove the identified items on or before the expiration or sooner termination of this Lease and repair any damage to the Premises caused by such removal (or, at County's option, shall pay to County all County's costs of such removal and repair). At all times during the term of this Lease, Tenant shall ensure all wiring and cabling it installs within the Premises or Building complies with all provisions of local fire and safety codes and the National Electric Code. Further, upon the expiration or sooner termination of the Term, Tenant shall remove all wiring and cabling within the Premises and the Building (including the plenums, risers and rooftop) placed there by or at Tenant' direction, unless excused in writing by County. Without limitation to the remedies available to County if Tenant fails to comply with the terms and conditions of this subsection, Tenant shall forfeit such sums from the Security Deposit (or otherwise pay to County) an amount County believes necessary for the removal and disposal of any such wires and cabling.

10.3 **Removal of Personal Property.** All articles of personal property owned by Tenant or installed by Tenant at its expense in the Premises (including business and trade fixtures, furniture and movable partitions) shall be, and remain, Tenant's property, and shall be removed by Tenant from the Premises, at Tenant's sole cost and expense, on or before the expiration or sooner termination of this Lease. Tenant shall repair any damage caused by such removal.

10.4 **Tenant's Failure to Remove.** If Tenant fails to remove by the expiration or sooner termination of this Lease all of its personal property, or any items of Tenant Improvements or Tenant Changes identified by County for removal pursuant to this Lease, County may (without liability to Tenant for loss thereof), at Tenant's sole cost and in addition to County's other rights and remedies under this Lease, at law, or in equity: (a) remove and store such items in accordance with applicable law; and/or (b) upon ten (10) days' prior notice to Tenant, sell all or any such items at private or public sale for such price as County may obtain as permitted under applicable law. County may, in its sole discretion, retain the proceeds of any such sale.

11. **Liens.** Tenant shall not permit any mechanic's, materialmen's, or other liens to be filed against all or any part of the Center, the Building or the Premises, nor against Tenant's leasehold interest in the Premises, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Tenant or any other act or omission of Tenant or Tenant's subtenants or their respective agents, employees, contractors, licensees or invitees. Tenant shall, at County's request, provide County with enforceable, conditional and final lien releases (and other evidence requested by County to demonstrate protection from liens) from all persons furnishing labor and/or materials with respect to the Premises. County shall have the right to post on the Premises and record any notices of nonresponsibility which it deems necessary for protection from

such liens. If any such liens are filed, Tenant shall, at its sole cost, immediately cause such lien to be released of record or bonded so it no longer affects title to the Center, the Building or the Premises. If Tenant fails to cause such lien to be so released or bonded within twenty (20) days after filing thereof, County may, without waiving its rights and remedies based on such breach, and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to County within five (5) days after receipt of invoice from County, any sum paid by County to remove such liens, together with interest at the Interest Rate from the date of such payment by County.

12. **Entry by County**. County and its employees and agents may at all reasonable times enter the Premises to inspect the same, to supply any service provided by County to Tenant under this Lease, to exhibit the Premises to prospective lenders or purchasers (or during the last year of the Term, to prospective tenants), to post notices of non-responsibility, and/or to alter, improve, or repair the Premises or any other portion of the Building, all without being deemed guilty of or liable for any breach of County's covenant of quiet enjoyment or any eviction of Tenant, and without abatement of rent. In exercising such entry rights, County shall endeavor to minimize, as reasonably practicable, the interference with Tenant's business, and shall provide Tenant with reasonable advance written notice of such entry (except in emergency situations or for scheduled services). Tenant shall provide County with means County deems proper to open Tenant's doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by County by any of such means or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof, or grounds for any abatement or reduction of rent and County shall not have any liability to Tenant for any damages or losses on account of any such entry by County except, subject to the provisions of Section 22.1, to the extent of County's gross negligence or willful misconduct.

13. **Utilities and Services**. Tenant shall be solely responsible for contracting with the appropriate utility companies and shall promptly pay all charges (including hook-up and impact fees) for heat, air conditioning, water, gas, electricity, or any other utility used, consumed or provided in, furnished to or attributable to the Premises from and after the Turnover Date at the rates charged by the supplying utility companies and/or County. Should County elect to supply any or all of such utilities, Tenant shall purchase and pay for the same as additional rent as apportioned by County. Tenant shall reimburse County within ten (10) days of billing for fixture charges and/or water tariffs, if applicable, which local utility companies charge to County. County shall notify Tenant of this charge promptly upon County's receipt of notice regarding same. This reimbursement will increase or decrease with current charges being levied against County, the Premises, or the Building by the local utility company, and shall be due as additional rent. If Tenant uses the common HVAC plant to supply HVAC to its Premises, Tenant shall pay Tenant's

proportionate share (based upon the number and size of all users of the common HVAC plant) of costs of the electricity consumed by the common HVAC plant and the maintenance and repair of the common HVAC plant, which shall be added to the amount Tenant pays for Tenant's Monthly Common Area Expense Charge. County shall not be liable for any interruption or failure in the supply of any such utility services to Tenant.

14. **Damage or Destruction.**

14.1 **County's Rights and Obligations.** If (a) fire or other casualty damages the Premises to an extent not exceeding twenty-five percent (25%) of the full replacement cost thereof, (b) County's contractor estimates in a writing delivered to the parties that the damage thereto is such that the Premises may be repaired, reconstructed or restored to a shell condition within one hundred twenty (120) days from the date of such casualty, and (c) County receives insurance proceeds sufficient to cover the costs of such repairs, reconstruction, and restoration, County shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease shall continue in full force and effect. If, however (A) the Premises are damaged to an extent exceeding twenty-five percent (25%) of the full replacement cost thereof, (B) County's contractor estimates such work or repair, reconstruction, and restoration will require longer than one hundred twenty (120) days to complete, or (C) County will not receive insurance proceeds (and/or proceeds from Tenant, as applicable) sufficient to cover the costs of such repairs, reconstruction and restoration, County may elect to either:

(a) repair, reconstruct and restore the portion of the Premises damaged by such casualty (excluding the Tenant Improvements and Tenant Changes, which Tenant shall reconstruct in accordance with Section 18.2 below), in which case this Lease shall continue in full force and effect; or

(b) terminate this Lease effective as of the date that is thirty (30) days after Tenant's receipt of County's election to terminate.

Under any of the conditions of this Section 15.1, County shall give written notice to Tenant of its intention to repair or terminate within the later of sixty (60) days after the occurrence of such casualty, or fifteen (15) days after County's receipt of the estimate from County's contractor.

14.2 **Tenant's Costs and Insurance Proceeds.** If all or any part of the Premises is damaged or destroyed, Tenant shall immediately notify County. Provided County does not terminate this Lease pursuant to this Article, County shall reconstruct the Premises to its previous condition and shall deliver the Premises to Tenant. Tenant shall have thirty (30) days after County's delivery of the Premises in shell condition to reconstruct the Tenant Improvements and Tenant

Changes in the Premises, after which time, the rent abatement provided for herein shall terminate. Tenant shall complete the Tenant Improvements and Tenant Changes in accordance with this Lease. If, for any reason (including Tenant's failure to obtain insurance for the full replacement cost of any Tenant Improvements or Tenant Changes which Tenant is required to insure pursuant to this Lease), Tenant fails to receive insurance proceeds covering the full replacement cost of such Tenant Improvements or Tenant Changes that are damaged, Tenant shall be deemed to have self-insured the replacement cost of such Tenant Improvements and Tenant Changes, and upon any damage or destruction thereto, Tenant shall pay the full replacement cost of such items, less any insurance proceeds actually received from Tenant's insurance with respect to such items. If County terminates this Lease pursuant to this Section, Tenant shall deliver to County, and Tenant hereby assigns to County, all insurance (or selfinsurance) proceeds payable to (or by) Tenant for the Tenant Improvements and Tenant Changes.

14.3 **Abatement of Rent.** If, as a result of any such damage, repair, reconstruction and/or restoration of the Premises, Tenant is prevented from using, and does not use, the Premises or any portion thereof, the rent shall be abated or reduced, as the case may be, during the period Tenant continues to be prevented from using and does not use the Premises or portion thereof, in the proportion the Floor Area of the portion of the Premises Tenant is prevented from using, and does not use, bears to the total Floor Area of the Premises (provided such abatement shall cease after the period of time given to Tenant to rebuild the Tenant Improvements and Tenant Changes pursuant to the above, regardless of whether Tenant is then able to use the Premises). Notwithstanding the foregoing to the contrary, if the damage is due to the negligence or willful misconduct of Tenant or Tenant's Parties, there shall be no abatement of rent. Except for abatement of rent as provided hereinabove, Tenant shall not be entitled to any compensation or damages for loss of, or interference with, Tenant's business or use or access of all or any part of the Premises resulting from any such damage, repair, reconstruction or restoration.

14.4 **Inability to Complete.** Notwithstanding anything to the contrary contained in this Section 15, if County is obligated or elects to repair, reconstruct and/or restore the damaged portion of the Premises pursuant to this Lease, but is delayed from, completing such repair, reconstruction and/or restoration beyond the date that is six (6) months after the date estimated by County's contractor for completion thereof pursuant to this Lease, by reason of any causes beyond County's control (including, without limitation, any events of Force Majeure as defined in this Lease and delays caused by Tenant or Tenant's Parties), County may elect to terminate this Lease upon thirty (30) days' prior written notice to Tenant.

14.5 **Damage Near End of Term.** In addition to its termination rights in this Lease, County may terminate this Lease if any damage to the Building or Premises occurs during the last twelve (12) months of the Term of this Lease and County's contractor estimates in a writing delivered to the parties that the repair, reconstruction or restoration of such damage cannot be completed within the earlier of (a) the scheduled expiration date of the Term, or (b) sixty (60) days after the date of such casualty.

14.6 **Damage to the Building.** If there is a total destruction of the Center or a partial destruction of the Center, the cost of restoration of which would exceed one-third (1/3) of the then-current replacement value of the Center, by any cause, whether or not insured against and whether or not the Premises are partially or totally destroyed, County may within a period of one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing it elects not to so reconstruct or restore the Center, in which event this Lease shall cease and terminate thirty (30) days following the date of such notice to Tenant.

14.7 **Waiver of Termination Right.** This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of any damage or destruction. Accordingly, the parties hereby waive any applicable statutes permitting the parties to terminate this Lease as a result of any damage or destruction.

15. **Eminent Domain.**

15.1 **Substantial Taking.** Subject to the below provisions of this Lease, in case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy of the Premises as determined by County, shall be taken for any public or quasipublic purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party may terminate this Lease effective as of the date possession is required to be surrendered to such authority.

15.2 **Partial Taking; Abatement of Rent.** If a portion of the Premises is taken that does not substantially interfere with the conduct of Tenant's business, neither party may terminate this Lease and County shall thereafter proceed to make a functional unit of the remaining portion of the Premises (but only to the extent County receives proceeds therefor from the condemning authority), and rent shall be abated with respect to the part of the Premises, which Tenant shall be so deprived on account of such taking. Notwithstanding the foregoing, if any part of the Building or the Center shall be taken (whether or not such taking substantially interferes with Tenant's use of the Premises) and County determines the operation of the Premises is thereby rendered impracticable or

uneconomical, County may terminate this Lease upon thirty (30) days' prior written notice to Tenant.

15.3 **Condemnation Award.** Subject to the below provisions of this Lease, in connection with any taking of the Premises or the Building, County shall receive the entire amount of any award made or given in such taking or condemnation, without deduction or apportionment for any estate or interest of Tenant, it being expressly understood and agreed by Tenant that no portion of any such award shall be allowed or paid to Tenant for any so-called bonus or excess value of this Lease, and such bonus or excess value shall be County's sole property. Tenant shall not assert any claim against County or the taking authority for any compensation because of such taking (including any claim for bonus or excess value of this Lease); provided, however, if any portion of the Premises is taken, Tenant may recover from the condemning authority (but not from County) any compensation as may be separately awarded or recovered for the taking of Tenant's furniture, fixtures, equipment, and other personal property within the Premises, for Tenant's relocation expenses, and for any loss of goodwill or other damage to Tenant's business by reason of such taking.

15.4 **Temporary Taking.** If the Premises or any part thereof is taken for temporary use (a) this Lease shall be and remain unaffected thereby and rent shall not abate, and (b) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking within the Term, provided if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall perform its obligations under Section 9 with respect to surrender of the Premises and shall pay to County the portion of any award attributable to any period of time beyond the Term expiration date. For purpose of this Section, a temporary taking shall be defined as a taking for a period of two hundred seventy (270) days or less.

15.5 **Waiver of Termination Right.** This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a taking. Accordingly, the parties waive the provisions of any applicable statutes permitting the parties to terminate this Lease as a result of a taking.

**16.Tenant's Insurance:**

(a) Tenant's Liability Insurance. Tenant shall procure and maintain at its own cost an occurrence form commercial general liability policy with such limits as County may request from time to time (which as of the date of this Lease shall be not less than $1,000,000 under a combined single limit of coverage, $2,000,000 aggregate and $4,000,000 umbrella for a total of $5,000,000. County and Tenant recognize that nothing herein shall be construed as limiting Tenant's statutory protections

with the Colorado Governmental Immunity Act. Such liability insurance shall be primary and not contributing to any insurance available to County and County's insurance shall be in excess thereto.

(b) Tenant's Property Insurance. Personal property insuring all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk) and coverage for flood, wind, earthquake, terrorism, and boiler and machinery for the Premises (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing

(c) Workers' Compensation/Employers Liability Insurance. Tenant shall carry policies of workers' compensation insurance and employers' liability insurance that satisfy all legal requirements of the State in which the Premises is located, but in no event have limits of less than $500,000.

(d) General Requirements. All insurance policies shall be in forms satisfactory to County. The policies maintained by Tenant shall be with companies rated A- X or better in the most current issue of AM. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. The limits of such insurance shall not limit Tenant's liability under this Lease. Any deductible amounts under any insurance policies required by this Lease shall not exceed $50,000 for the first year of the Lease. Certificates of insurance shall be delivered to County prior to the Commencement Date and annually thereafter upon request of County. Tenant may provide required insurance coverage as part of a blanket policy.

(e) Cancellation or Modification. If Tenant receives notice of cancellation or material modification, Tenant shall notify County and County's Management Agent in writing within five (5) business days of receiving such notice.

(f) Miscellaneous. If Tenant fails to maintain and secure the insurance coverage required under this Article, County shall have, in addition to all other remedies provided in this Lease and by law, the right, but not the obligation, to procure and maintain such insurance, the cost of which shall be due and payable to County by Tenant within ten (10) business days after written demand. Tenant shall not conduct or permit to be conducted by its employees, agents, guests or invitees any activity, or place any equipment in or about the Premises or the Building that will increase the cost of fire insurance or other insurance on the Building. If any increase in the cost of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau, if any, to be due to Tenant's activity or equipment in or about the Premises or the Building, such statement shall be conclusive evidence the increase in such cost is due to such activity or equipment and, as a result thereof, Tenant shall be liable for the amount of such

increase. Tenant shall reimburse County for such amount upon written demand from County and any such sum shall be considered additional Rent payable under this Lease, Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of fire and public liability insurance covering the Premises and the Building. County currently does not require Tenant to carry business interruption insurance; however, County recommends Tenant carry a policy of business interruption insurance.

17. **County's Insurance.** During the Term, County shall insure the Common Area improvements, the Building, and the shell of the Premises (excluding Tenant's personal property, furniture, fixtures and equipment, Tenant Changes and the Tenant Improvements) against damage by fire and standard extended coverage perils and with vandalism and malicious mischief endorsements, rental loss coverage, at County's option, earthquake damage coverage, and such additional coverage as County deems appropriate. County shall also carry commercial general liability insurance, in such reasonable amounts and with such reasonable deductibles as a prudent owner of a similar building in the state in which the Building is located would carry. At County's option, County may carry all such insurance under any blanket or umbrella policies which County has in force for other buildings and projects. At County's option, County may elect to self-insure all or any part of such required insurance coverage. County may, but shall not be obligated to, carry any other form or forms of insurance as County or County's mortgagees or ground lessors may determine is advisable. The cost of insurance obtained by County pursuant to this Section (including self-insured amounts and deductibles) shall be included in Common Area Expenses.

18. **Tenant's Default and County's Remedies.**

**18.1 Tenant's Default.** The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

(a) Tenant's vacation or Abandonment of the Premises. "Abandonment" includes, but is not limited to, any absence by Tenant from or cessation of the conduct of business at the Premises for five (5) business days or longer;

(b) Tenant's failure to make any payment of rent or additional rent or any other payment required by this Lease;

(c) Five business days after Tenant's failure to observe or perform any of the express or implied covenants or provisions of this Lease, other than as specified in this Section, where such failure shall continue for a period of ten (10) days; provided, however, if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be in default if Tenant shall commence such cure within such ten (10) day period and thereafter diligently prosecute such cure to completion, which

completion shall occur not later than sixty (60) days from the date of such failure;

**18.2 County's Remedies.** If, during the Term, Tenant fails in fulfilling any of its covenants, obligations or Leases set forth in this Lease and County deems such event an event of default under this Lease, County, at its option, may exercise any one or more of the following remedies:

(a) Termination. County may terminate this Lease, effective at such time as County may set forth in a notice to Tenant, and demand (and, if Tenant refuses such demand, recover) possession of the Premises from Tenant. In such event, Tenant shall remain liable to County for damages in the amounts described in this Lease.

(b) Re-Entry/Repossession. County may reenter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by County shall be construed as an election by County to terminate this Lease unless County gives a written notice of such intention to Tenant. No notice from County or notice given under a forcible entry and detainer statute or similar law shall constitute an election by County to terminate this Lease unless such notice specifically so states. County reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such notice, in which event this Lease shall terminate as specified in such notice.

(c) Continuation of Lease. County may continue this Lease in full force and effect whether or not Tenant shall have abandoned the Premises. If County elects to continue this Lease in full force and effect pursuant to this Section, County shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. County's election not to terminate this Lease pursuant to this Section or pursuant to any other provision of this Lease, at law or in equity, shall not preclude County from subsequently electing to terminate this Lease or pursuing any of its other remedies.

**18.3 Damages.** Upon repossession of the Premises or termination of this Lease by reason of or based upon or arising out of a default or breach of this Lease by Tenant, County shall have the right at any time and from time to time, and County shall use commercially reasonable efforts, to relet the Premises (or any part thereof) for Tenant's

account or otherwise. Upon any such reletting, County may receive and collect the rent therefor, applying the same first to the payment of such expenses as County may have incurred in recovering possession of the Premises, including attorneys' fees and expenses for putting the same into good order and condition or preparing or altering the same for re-rental to the extent County deems necessary or desirable and all other expenses, commissions and charges paid, assumed or incurred by County in or about reletting the Premises and then to the fulfillment of Tenant's covenants under this Lease Any such reletting provided for in this Lease may be for the remainder of the Term or any renewal term of this Lease, as originally granted, or for a longer or shorter period; County may change the character and use made of the Premises, and County shall not be required to accept any substitute tenant offered by Tenant or to observe by instructions given by Tenant about reletting. In any such case, and whether or not the Premises or any part thereof be relet, Tenant shall pay to County the Base Rent, Percentage Rent, and all Additional Rent and other charges required to be paid by Tenant up to the later of the time of such termination of this Lease or of such recovery of possession of the Premises by County, as the case may be, and thereafter Tenant covenants and agrees, if required by County, to pay to County until the end of the Term, the equivalent of the amount of all Rent reserved by this Lease, and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any. In determining the Percentage Rent payable by Tenant under this Lease subsequent to default, the Percentage Rent for each year of the unexpired Term shall equal the average Percentage Rent paid by Tenant from the commencement of the Term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Tenant shall also pay a pro rata portion of such periodic Percentage Rent based upon the length of time between the previous payment of Percentage Rent and the date of termination, and upon such termination Tenant shall submit a statement to County accurately showing Gross Sales made since submission of its last previous statement, together with such additional supporting financial records as County may require. County shall have the election in place of and instead of holding Tenant so liable to receiver against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease, or of such recovery of possession of the Premises by County, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent and all other charges payable by Tenant under this Lease that would have accrued for the balance of the Term, over the then present worth of the fair market rent and all other charges for the Premises for the balance of the Term.

**18.4 County's Remedies; Re-Entry Rights.** In the event of any default by Tenant, in addition to any other remedies available to County under this Lease, at law or in equity, County shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; County may remove, store, and/or dispose of such property pursuant to this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by County pursuant to this Section, and no acceptance of surrender of the Premises or other

action of County, shall be construed as an election to terminate this Lease unless County provides written notice of such intention to Tenant or unless a court of competent jurisdiction decrees the termination thereof.

**18.5 County's Right to Cure.** Except as specifically provided in this Lease, Tenant shall perform all covenants and Leases under this Lease at Tenant's sole cost and expense and without any abatement or offset of rent. If Tenant fails to pay any sum of money (other than Annual Base Rent) or perform any other act to be paid or performed under this Lease and such failure shall continue for three (3) days with respect to monetary obligations (or ten (10) days with respect to non-monetary obligations) after Tenant's receipt of written notice thereof from County, County may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by County and all necessary incidental costs incurred by County in performing such other acts (including attorneys' fees) shall be payable by Tenant to County within five (5) days after demand therefor as additional rent.

**18.6 ~~Interest. If County does not receive any installment of rent payable by Tenant under this Lease by the fifth day after the date due, such installment shall bear interest at the Interest Rate of eight percent (8%) from the date due until paid. All interest, and any late charges imposed pursuant to this Lease, shall be considered additional rent due from Tenant to County under the terms of this Lease.~~**

**18.7 Late Charges.** Tenant acknowledges, in addition to interest costs, late payments by Tenant to County of any rent due under this Lease shall cause County to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such other costs include, without limitation, processing, administrative and accounting charges and late charges the terms of any mortgage, deed of trust or related loan documents encumbering the Premises, the Building or the Center may impose on County. Accordingly, if County does not receive any installment of rent payable by Tenant under this Lease by the fifth business day after the date due, Tenant shall pay County an additional sum of five percent (5%) of the overdue amount as a late charge. The parties agree such late charge represents a fair and reasonable estimate of the costs County will incur by reason of any late payment by Tenant, and the payment of late charges and interest are distinct and separate in that the payment of interest is to compensate County for the use of County's money by Tenant, while the payment of late charges is to compensate County for County's processing, administrative and other costs incurred by County resulting from Tenant's delinquent payments. Acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent County from exercising any of the other rights and remedies available to County under this Lease or at law or in equity now or hereafter in effect.

**18.8 Security Interest.** Tenant hereby grants to County a lien and security interest on all Tenant's property now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, machinery, equipment, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any County's lien provided by law. This Lease shall constitute a security Lease under the Uniform Commercial Code (the "UCC") so County shall have, and may enforce, a security interest in the collateral. Tenant shall execute as debtor and deliver such financing statement or statements and any further documents as County may now or hereafter request to perfect or otherwise protect such security interest pursuant to the UCC. County may also at any time file a copy of this Lease as a financing statement. County, as secured party, shall be entitled to all rights and remedies afforded as secured party under the UCC, which rights and remedies shall be in addition to County's liens and rights provided by law or by the other terms and provisions of this Lease.

**19. County's Default.** In the event of any default by County, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give County written notice specifying such default with particularity, and County shall thereupon have twenty (20) days (or such longer period as may be necessary in the circumstances) in which to cure any such default. Unless and until County fails so to cure any default under such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of County hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon County only during the period of its ownership of the Building and not thereafter.

**19.1 County's and Tenant's Remedies.** In addition to the remedies expressly set forth herein, County and Tenant shall have such other and further legal and equitable rights and remedies as may be provided by law, including injunction, specific performance, and damages

**20. Subordination.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of County or any mortgagee of a mortgage or a beneficiary of a deed of trust now or hereafter encumbering all or any portion of the Building or the Center, or any lessor of any ground or master lease now or hereafter affecting all or any portion of the Building or the Center (collectively, "**County Parties**"), this Lease shall be subject and subordinate at all times to such ground or master leases (and such extensions and modifications thereof), and to the lien of such mortgages and deeds of trust (and to any advances made thereunder and to all renewals, replacements, modifications and extensions thereof). Notwithstanding the foregoing, County or its mortgagee may subordinate or cause to be subordinated any or all ground or master leases or the lien of any or all mortgages or deeds of trust to this Lease. If any ground or master lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, at the election of County's successor in interest, Tenant shall attorne to and become the tenant of such successor. Tenant hereby waives its rights under any current or future law which

gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations under this Lease in the event of any such foreclosure proceeding or sale. Tenant shall execute and deliver to County within ten (10) days after receipt of written demand by County and in the form required by County, any additional documents evidencing the priority or subordination of this Lease with respect to any such ground or master lease or the lien of any such mortgage or deed of trust or evidencing Tenant's Lease to atone to County's successor. If Tenant requests any modifications to such document(s) other than corrections, Tenant shall pay any fee required by the lender or other third party. Should Tenant fail to sign and return any such documents within such ten (10) day period, Tenant shall be in default under this Lease without the applicability of notice or cure periods specified above.

21. **Estoppel Certificate.**

21.1 ~~**Tenant's Obligations.** Within ten (10) business days following County's written request, Tenant shall execute and deliver to County an estoppel certificate, on the lender's standard form, certifying: (a) the Commencement Date of this Lease; (b) this Lease is unmodified and in full force and effect (or, if modified, this Lease is in full force and effect as modified, and stating the date and nature of such modification.); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) there are not, to Tenant's best knowledge, any defaults under this Lease by either County or Tenant, except as specified in such certificate; and (e) such other matters requested by County. Any mortgagee, beneficiary, purchaser, or prospective purchaser of any portion of the Center and their assignees, may rely upon any such estoppel certificate.~~

21.2 **Tenant's Failure to Deliver.** Tenant's failure to deliver such estoppel certificate within such time shall constitute a default under this Lease without the applicability of notice or cure periods specified in **Section 23.1** above and shall be conclusive upon Tenant: (a) this Lease is in full force and effect without modification, except as County may represent; (b) there are no uncured defaults in County's or Tenant's performance (other than Tenant's failure to deliver the estoppel certificate); and (c) not more than one (1) month's rental has been paid in advance.

22. **Indemnity.**

22.1 The Tenant agrees to indemnify, hold harmless and, not excluding the County's right to participate, defend County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Lease or on account of any act, claim or amount arising or recovered under workers'

compensation law or arising out of the failure of the Tenant to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Tenant will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In connection with this Lease, the Tenant agrees to waive all rights of subrogation against County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Tenant for County.

22.2 Other than for acts that are the result of the negligence of County or its employees or agents, the Tenant further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

22.3 Notwithstanding the foregoing subparagraphs of this paragraph 22, Tenant's duty to defend and indemnify shall arise at the time a claim against the County is made, or at the outset of litigation against the County, and shall not be delayed pending the resolution of the merits of the claim or suit or the liability of the parties thereto or the liability of the parties to this Lease. The extent and limitations of insurance coverage required by this Lease shall not be reduced or limited in any way by this paragraph 22.

## 23. Modification

**23.1 Modification and Cure Rights of County's Mortgagees and Lessors.** If, in connection with County's obtaining or entering into any financing or ground lease for any portion of the Building or the Center, the lender or ground lessor shall request modifications to this Lease, Tenant shall, within ten (10) days after request therefor, execute an amendment to this Lease including such modifications, provided such modifications are reasonable, do not increase Tenant's obligations under this Lease, or adversely affect the leasehold estate created by this Lease or Tenant's rights under this Lease.

**23.2 Cure Rights.** If Tenant should fail to cure any default hereunder within the time herein permitted, or if a dangerous or emergency situation exists at any time, County, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated, and hereby agrees, to pay as Additional Rent, all reasonable costs, expenses and disbursements (including reasonable attorneys' fees) incurred by County in taking such remedial action. Such action taken by County may include commencing, appearing in, defending, or

otherwise participating in any action or proceedings, and paying, purchasing, contesting, or compromising any claim, right, encumbrance, charge or lien with respect to the Premises.

24. **Quiet Enjoyment.** County covenants and agrees so long as Tenant performs all covenants and provisions under this Lease (including payment of rent under this Lease), Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises in accordance with and subject to the terms and conditions of this Lease as against all persons claiming by, though, or under County.

25. **Assignment**. The Tenant covenants and agrees not to assign, sublet, encumber, pledge or transfer any of its rights in this Lease, in whole or in part, nor grant any license or concession hereunder, without first obtaining the written consent of the County. A transfer of more than thirty percent (30%) of the issued and outstanding capital stock of the Tenant (or other ownership interest in the Tenant), whether by a single transaction or in the aggregate, shall be construed to be a transfer or assignment requiring the consent hereunder.

26. **Limitation on County's Liability.** The parties expressly understand and agree notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, County's liability under this Lease (including any successor County) and any recourse by Tenant against County shall be limited solely and exclusively to County's interests in the Center as encumbered. Neither County nor any of the County Parties shall have any personal liability under this Lease, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Tenant hereby waives and Tenant shall not be entitled to any consequential, punitive, exemplary, special, or other similar damages.

27. **Miscellaneous.**

**27.1 Governing Law.** This Lease shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado, and venue is agreed to be exclusively within the Courts of Pitkin County, Colorado.

**27.2 Successors and Assigns.** Subject to the provisions of this Lease, and except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives and permitted successors and assigns; provided, however, no rights shall inure to the benefit of any Transferee of Tenant unless the Transfer to such Transferee is made in compliance with the provisions of this Lease, and no options or other rights expressly made personal to the original Tenant under this Lease or in any rider attached hereto shall be assignable to or exercisable by anyone other than the original Tenant under this Lease.

27.3 **No Merger.** The voluntary or other surrender of this Lease by Tenant or a mutual termination thereof shall not work as a merger and shall, at County's option, either (a) terminate all or any existing subleases, or (b) operate as an assignment of Tenant's interest under any or all such subleases to County.

27.4 **Professional Fees.** If either County or Tenant should bring suit against the other with respect to this Lease, including for unlawful detainer or any other relief against the other under this Lease, all costs and expenses incurred by the prevailing party therein (including, without limitation, its actual appraisers', accountants', attorneys' and other professional fees, expenses and court costs), shall be paid by the other party.

27.5 **Waiver.** No waiver of default by the County of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Tenant shall be construed as or operate as a waiver by the County of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the Tenant.

27.6 **Terms and Headings.** The words "County" and "Tenant" include the plural and the singular. Words used in any gender include other genders. The Section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

27.7 **Time.** Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor. All references in this Lease to "days" mean calendar days unless specifically modified in this Lease to be "business" days.

27.8 **Prior Leases; Amendments.** This Lease, including the Summary and all Exhibits and Riders attached hereto, contains all of the covenants, provisions, Leases, conditions and understandings between County and Tenant concerning the Premises and any other matter covered or mentioned in this Lease, and no prior Lease or understanding, oral or written, express or implied, pertaining to the Premises or any such other matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an Lease in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge the execution of this Lease supersedes all prior Leases, representations, and negotiations to the extent not expressly incorporated in this Lease.

27.9 **Severability.** The invalidity or unenforceability of any provision of this Lease (except for Tenant's obligation to pay Annual Base Rent, Percentage Rent and Common Area Expenses) shall in no way affect, impair or invalidate any other provision of this Lease, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

**27.10 Recording.** Tenant shall not record this Lease.

**27.11 Exhibits and Riders.** All Exhibits and Riders attached to this Lease are hereby incorporated in this Lease for all purposes as though set forth at length in this Lease.

**27.12 Auctions.** Tenant shall have no right to conduct any auction in, on or about the Premises, the Building or the Center.

**27.13 Accord and Satisfaction.** No payment by Tenant or receipt by County of a lesser amount than the rent payment stipulated in this Lease shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be an accord and satisfaction, and County may accept such check or payment without prejudice to County's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Tenant agrees each of the foregoing covenants and Leases shall be applicable to any covenant or Lease either expressly contained in this Lease or imposed by any statute or at common law.

**27.14 No Partnership.** County does not, for any purpose, become Tenant's partner in the conduct of its business or otherwise, or joint venture or a member of a joint enterprise with Tenant, by reason of this Lease. This Lease includes provisions relating to Percentage Rent, if any, solely for the purpose of providing a method whereby rent is measured and ascertained.

**27.15 Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required by this Lease by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein collectively, "Force Majeure Delays"), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not apply to nor operate to excuse Tenant from the payment of rent in accordance with the terms of this Lease.

**27.16 Counterparts.** The parties may execute this Lease in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same Lease.

27.17 **Non-Discrimination.** Tenant acknowledges and agrees there shall be no discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, assignment, occupancy, tenure, use, or enjoyment of the Premises, or any portion thereof.

27.18 **Jury Trial.** To the extent permitted by law, each party hereby waives any right to a trial by jury in any action seeking specific performance of any provision of this Lease, for damages for any breach under this Lease, or otherwise for enforcement of any right or remedy under this Lease.

27.19 **Illegal Acts.** The parties hereto aver that they are familiar with the Pitkin County Procurement Code, C.R.S. 18-8-301 et seq., (Bribery and Corrupt Influences) and C.R.S. 18-8-401 et seq., (Abuse of Public Office), and that no violation of such provision is present.

27.20 **Conflict of Interest.** The parties aver that to their knowledge, no County employee has any personal or beneficial interest in this Lease.

(1) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify County in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to County under this Lease and (d) at County's request, to provide such information as County may request to determine Tenant's compliance with the terms of this Lease.

(2) Tenant hereby acknowledges and agrees Tenant's inclusion on the List at any time during the Term shall be a material default of this Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease.

EXHIBIT A

EXHIBIT B

Leased Spaces:
Lower Level - 8,016
Upper Level - 1,054
9,070

Building Gross Area:
15,693 Sq. Ft.

EXHIBIT B


Building Gross Area:
15,693 Sq. Ft.
1,054 SQ. FT.
Upper Level
6,684 Sq. Ft.
MEETING SPACE AVAILABLE FOR PITKIN COUNTY AND ASPEN VALLEY HOSPITAL
NOT TO SCALE

## EXHIBIT C

## WORK LETTER LEASE

1. **Plans and Specifications.** Within twenty (20) business days after the date of this Lease, Tenant may submit to County construction plans and specifications for Tenant's Work as described in this Exhibit "C". Tenant shall employ an appropriate professional to prepare plans that are professional, complete and in compliance with governing laws, codes and ordinances and the Declaration. Within twenty (20) days thereafter, County shall either approve or disapprove the plans and specifications. Plans and specifications as approved by County shall be defined as the **"Approved Construction Plans."**

2. **Requirements Relating to Tenant's Work.**

2.1 All Tenant's Work in the Premises shall be strictly in accordance with the Approved Construction Plans, the Declaration, and all governing laws, codes and ordinances. Tenant shall obtain, at its sole cost and expense, permits and approval from all authorities for Tenant's Work and shall furnish County with a copy of such permits prior to commencement of construction.

2.2 Ten (10) days after completion of construction of Tenant's Work, Tenant shall deliver to County the following items: (a) the original of the Certificate of Occupancy for the Premises issued by the appropriate governmental agency; (b) copies of all mechanics' lien releases or other lien releases relating to Tenant's Work, notarized and unconditional, in such form as County shall have pre-approved; (c) if required by County, a copy of Tenant's recorded valid Notice of Completion; (d) if required by County, copies of the Building Permits indicating inspection and approval by the issuer of such permits (e) if required by County, an architect's certification that the Premises have been constructed in accordance with Approved Construction Plans and are one hundred percent (100%) complete; (f) if required by County, copies of all guaranties, warranties and operations manuals issued by the contractors and suppliers of Tenant's Work, which guaranties and warranties shall inure to the benefit of both County and Tenant; and (g) if required by County, an as-built plan for Tenant's Work.

**SAMPLE FORM OF NOTICE OF TERM DATES**

To: Mountain Family Health Center Date: _____

Re: River Park Center Lease between Pitkin County ("**County**"), and **Mountain Family Health Centers** ("**Tenant**"), concerning Suite #106 ("**Premises**") located at 123 Emma Road, Basalt, CO 81621.

Ladies and Gentlemen:

In accordance with the above-referenced Lease, we wish to advise and/or confirm as follows:

1. The Premises have been accepted by Tenant as being substantially complete in accordance with the Lease, and no deficiency in construction exists.

2. Tenant has accepted and is in possession of the Premises, and acknowledges under the provisions of the Lease, the Term of the Lease is for twenty (20) years with automatic one-year renewal increments unless terminated by one of the signing parties upon on hundred and eighty (180) days' notice, and commenced upon the Commencement Date, July 1, 2018 and is scheduled to expire on July 1, 2038 subject to earlier termination as provided in the Lease.

3. In accordance with the Lease, rental payment has commenced (or shall commence) on commencement date.

4. Rent is due and payable in advance on the first day of July and every year during the Term of the Lease.

5. The exact number of Floor Area within the Premises is 9,070 square feet.

6. Tenant's current Monthly Common Area Expense Payment is $0 (**Fees do not apply**)

AGREED AND ACCEPTED

**TENANT: Mountain Family Health Centers**

By: _____

Title: _____

Date: _____

## EXHIBIT E RULES AND REGULATIONS

1. No sign, name or notice shall be installed or displayed on any part of the outside or inside of the Building or in any part of the Common Area without County's and in compliance with regulations of the Town of Basalt and otherwise in compliance with the Sign Criteria below.

2. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, or loading docks of the Building. Neither Tenant nor any employee, invitee, agent, licensee or contractor of Tenant shall go upon or be entitled to use any portion of the roof of the Building.

3. Upon approval by the Town of Basalt, Tenant shall have the right or entitlement to the display of Tenant's name or logo on any Center sign, monument sign or pylon sign.

4. All cleaning and janitorial services for the Premises shall be provided, at Tenant's sole cost and expense, exclusively by or through Tenant or Tenant's janitorial contractors in accordance with the provisions of Tenant's Lease. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

5. County shall furnish Tenant free of charge, with keys to each door lock in the Premises. County may impose a reasonable charge for additional keys. Tenant, upon termination of its tenancy, shall deliver to County the keys of all doors which have been furnished to, or otherwise procured by Tenant.

6. Electric wires, telephones, burglar alarms or other similar apparatus shall not be installed in the --Premises -except-with- the approval and under County's direction. The location of telephones, call boxes and any other equipment affixed to the Premises shall be subject to County's approval. Any installation of telephones, telegraphs, electric wires or other electric apparatus made without County's approval shall be removed by Tenant at Tenant's own expense.

7. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment, subject to any express provisions of Tenant's Lease to the contrary. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to County or other occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied by County.

9. Tenant shall close and lock all doors of its Premises and entirely shut off all water faucets or other water apparatus, unless otherwise needed for Tenant's business and, except with regard to Tenant's computers and other equipment, if any, which reasonably require

electricity on a 24-hour basis, all electricity, gas or air outlets before Tenant and its employees leave the 10. Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by County for noncompliance with this rule.

10. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substances of any kind shall be thrown therein.

11. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

12. Except as expressly permitted in Tenant's Lease, Tenant shall not mark, drive nails, screw or drill into the partitions, window mullions, woodwork or plaster, or deface the Premises or any part thereof, except to install normal wall hangings. Tenant shall repair any damage resulting from noncompliance under this rule.

13. County reserves the right to exclude or expel from the Center any person who, in County's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Center.

14. Tenant shall store all its trash and garbage within its Premises or in designated trash containers or enclosures within the Center. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

15. The Premises shall not be used for lodging or for manufacturing of any kind.

16. Tenant agrees it shall comply with all fire and security regulations that may be issued from time to time by County, and Tenant also shall provide County with the name of a designated responsible principal or employee to represent Tenant in all matters pertaining to such fire or security regulations. Tenant shall cooperate fully with County in all matters concerning fire and other emergency procedures.

17. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.

18. Tenant shall use, at Tenant's expense, such pest extermination contractor as County may direct and at such intervals as County may require.

19. County may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by County shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other such tenant, nor prevent

County from thereafter enforcing any such Rules and Regulations against any and all of the tenants in the Building.

20. These Rules and Regulations are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, Leases and conditions of any lease of premises in the Center.

21. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Center and for the preservation of good order therein. Tenant shall abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations adopted by County.

22. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees or guests.

23 Tenant shall fully cooperate with County in any programs in which County may elect to participate relating to the Building's energy efficiency, environmental efficiency, and/or safety, including, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council.

## EXHIBIT F

## PARKING RULES AND REGULATIONS

In addition to the foregoing rules and regulations and the parking provisions contained in the Lease to which Exhibit "E" is attached, the following rules and regulations shall apply with respect to the use of the Center's parking areas.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and County shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.

2. Tenant and its employees shall not park in any parking areas designated for use by customers or visitors only, or in any other parking areas that may be designated by County from time to time.

3. Tenant shall not leave vehicles in the parking areas overnight nor park any vehicles in the parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four wheeled trucks.

4. No overnight or extended term storage of vehicles shall be permitted; a vehicle may be parked overnight if and only if the reason for such overnight parking is (a) the vehicle has broken down and needs to be towed, or (b) the owner of the vehicle is an employee of a tenant of the Center and is traveling overnight for business purposes.

5. Vehicles must be parked entirely within painted stall lines of a single parking stall.

6. All directional signs and arrows must be observed.

7. The speed limit within all parking areas shall be five (5) miles per hour.
Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by County.

8. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

9 County may refuse to permit any person who violates these rules to park in the parking areas, and any violation of the rules shall subject the vehicle owner to one (1) warning and thereafter the vehicle shall be subject to removal, at such vehicle owner's expense, except a violation of rules 3 or 4 shall be subject to the immediate removal of the vehicle without warning, at such vehicle owner's expense.

## EXHIBIT G

## SIGN CRITERIA

The following criteria shall govern the design, fabrication, construction, installation and maintenance of all Premises signage installed at any time. No sign, advertisement, notice, lettering, writing, placard or similar devise shall be installed, exhibited, inscribed, painted, affixed or attached on any part of the Premises (interior or exterior) except as expressly permitted by this Exhibit.

Signage is a key component and approval of the Town of Basalt identification enhances the overall design of the Center. The quality of the design and fabrication detailing is subject to review and approval by the Town of Basalt and shall conform to the local Basalt codes and sign requirements.

Permitted sign types include flat-mounted signs and limited window signs, each subject to approval by the Town of Basalt.

### ADDRESS

Tenant may install the space address above the entrance door using reverse cut vinyl numbers, white in color, applied directly to the inside face of the glass. County in conjunction with the Fire Marshall shall determine its exact location.

Tenant may install the space address and Tenant's name on the rear service door to the premises. Address and name shall be white vinyl die cut letters three inches in height.

### MAXIMUM COMBINED SIGNAGE

The total amount of sign area allowed for each tenant is that allowed by the Town of Basalt.

### PROHIBITED SIGNS AND MATERIALS

- Plastic materials including acrylic and vacuum-formed letters
- Internally illuminated, acrylic-faced channel letters
- Cabinet type signs or sign boxes
- Paper, cardboard, stickers, placards, insignias, trademarks, or decals applied to or located on the storefront glazing AND fixtures and displays visible through the storefront, including credit card signs
- Flashing, moving, or roof signs; searchlights or beacons; signs or lighting that causes direct glare; neon or gas filled signs
- Freestanding signs
- Temporary signs or banners
- Exposed raceways, ballast boxes, transformers, crossovers or conduit

- Stamps or decals of the sign manufacturer shall not be displayed on any visible portion of the sign
- Odor or smoke producing signs GENERAL SIGN REQUIREMENTS

1. Illumination and mounting equipment such as transformers, ballasts, crossovers, and electrical feeds must be concealed. Connections and penetrations through the fascia are to be minimized. Tenants will be required to repair any damage to the fascia at the end of the lease term. Mounting hardware must be concealed or decorative fasteners if exposed.

2. Tenant is responsible for the integrity of the connection supports.

3. Sign and electrical permits must be obtained by the Tenant. All contractors must be registered and licensed by the Town of Basalt.

4. Any damage caused to the building or Premises by sign installation shall, at County's option, be repaired by the County and charged to the Tenant.

5. Tenant shall give County at least three (3) business days' advance written notice prior to installing any sign at the Premises. Such notice shall specify the exact date and time of installation so that, if County desires, County may have a representative present during installation.

6. Power for any sign is to be connected to junction boxes on the interior side of the. exterior facade walls. Tenant is to provide wiring and conduit from raceway to junction boxes. All conduit is to be concealed.

7. If visible exterior disconnects are required by code, they shall be painted to match the sign band.

8. All signs are to be installed with a minimum number of penetrations of the wall and caulked or sealed so as to be watertight. Penetrations to be through joints and not through masonry units.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this Lease on the day and year first above written.

Tenant:
Mountain Family Health Centers

9/27/17
Date

CEO
Title

County:
Board of County Commissioners of Pitkin County, Colorado

George Newman 9/27/17
George Newman Date
Chair

APPROVED AS TO FORM:

John M. Ely Date
Pitkin County Attorney

ATTESTATION:

Jeanette Jones 9/27/2017
Jeanette Jones Date
Clerk to the Board

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO AMENDING RESOLUTION NO. 007-2019 APPROVING AN AMENDMENT TO THE INTERORGANIZATIONAL AGREEMENT BETWEEN PITKIN COUNTY, ASPEN VALLEY HOSPITAL DISTRICT, MOUNTAIN FAMILY HEALTH CENTER AND EAGLE COUNTY**

**RESOLUTION NO. 077, 2023**

## RECITALS

WHEREAS, Pursuant to Title 29, Article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statutes") and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so, and;

WHEREAS, Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS, On January 21, 2019, the Board of County Commissioners ("BOCC") approved Resolution No. 007-2019 repealing Resolution No 039-2018 and approving an amended Interorganizational Agreement between the BOCC Aspen Valley Hospital District, Mountain Family Health Centers to include Eagle County, for the purpose of supporting the Mountain Family Integrated Health Care Basalt Clinic, and;

WHEREAS, Mountain Family Health Centers is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for the medically underserved, regardless of ability to pay; and;

WHEREAS, Aspen Valley Hospital District is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and;

WHEREAS, Eagle County is committed to the health, safety and wellbeing of its residents, and collaborates with Mountain Family Health Centers, to ensure that community benefits from that care; and;

WHEREAS, Pitkin County is committed to the health, safety and wellbeing of its residents and has a history of partnering with Aspen Valley Hospital District through the Healthy Community Fund to provide operating cash subsidies for Mountain Family Health Centers, and;

WHEREAS, All parties have agreed to enter into an amendment to the Interorganizational Agreement attached hereto as **Exhibit A** to further provide financial support of Mountain Family Health Centers Basalt Clinic to support rent costs and integrated medical, behavioral, and dental care of uninsured populations, and;

WHEREAS, The BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution Amending Resolution No. 007-2019 Approving an Amendment to the Interorganizational Agreement between Pitkin County, Aspen Valley Hospital District, Mountain Family Health Center and Eagle County and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE 11TH DAY OF OCTOBER, 2023 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 25TH DAY OF OCTOBER 2023.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE 12TH DAY OF OCTOBER, 2023.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE 5TH DAY OF OCTOBER 2023.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 25TH DAY OF OCTOBER 2023.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com ) ON THE 26Th DAY OF OCTOBER 2023.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE 2ND DAY OF NOVEMBER, 2023.

ATTEST:

By Sam Engen
Sam Engen
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS

By: Francie Jacober
Francie Jacober, Chair

Date: Nov-02-2023

APPROVED AS TO FORM:

John Ely
John Ely, County Attorney

MANAGER APPROVAL

Jon Peacock, County Manager

**Exhibit A**

# AMENDMENT TO THE INTERORGANIZATIONAL AGREEMENT

AMENDMENT TO THE INTERORGANIZATIONAL AGREEMENT ("2. Operational Funding. f. & g") executed on 13 day of May, 2018 by and between the Board of County Commissioners of Pitkin County, Colorado, whose address is 123 Emma Road, Suite 106, Basalt, CO 81621 ("the County") and Aspen Valley Hospital District ("AVH") whose address is 0401 Castle Creek Road, Aspen CO 81611, and Mountain Family Health Centers ("Mountain Family Health Center"), whose address is 2802 South Grand, Glenwood Springs, CO, 81601.

## RECITALS

This Agreement is entered into pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

WHEREAS, Mountain Family Health Centers is a Federally Qualified Health Center dedicated to providing high-quality integrated primary medical, behavioral and dental health care for the medically underserved, regardless of ability to pay; and

WHEREAS, Aspen Valley Hospital District is committed to the overall health and wellbeing of the hospital district's population, regardless of ability to pay, and recognizes that one of the most effective ways to accomplish this goal is to ensure consistent access to quality integrated primary medical, behavioral and dental care; and

WHEREAS, Pitkin County is committed to the health, safety and wellbeing of its residents and has a history of partnering with Aspen Valley Hospital District through the Healthy Community Fund to provide operating cash subsidies for Mountain Family Health Centers; and

WHEREAS, Eagle County is committed to the health, safety and wellbeing of its residents, and collaborates with Mountain Family Health Centers, to ensure that community benefits from that care; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Pitkin County, Eagle County and Aspen Valley Hospital District agree to provide financial support of MFHC's Basalt clinic to support rent costs and integrated medical, behavioral, and dental care for uninsured populations. This shall be accomplished in the following manner:

a. A per member per month (PMPM) compensation to offset the operational losses directly attributed to the uninsured patients receiving care at the Mountain Family Health Centers Basalt Clinic.

b. The PMPM rate will be calculated annually based on the prior year's cost to provide services to the uninsured/underserved not otherwise covered by federal, state, or local sources.

c. Current rent subsidy will remain in place to support rent costs of providing care at the MFHC Basalt clinic.
d. Rent and PMPM rates will be charged quarterly, based on the actual uninsured patients served at MFHC Basalt
e. Allocation of subsidies will be reviewed annually to ensure percent are consistent with services rendered for the population. Historically these subsidies have been shared using the following ratios: 51% Aspen Valley Hospital; 34% Pitkin County; 15% Eagle County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 25th day of October 2023.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By: Francie Jacober
Chair

APPROVED AS TO FORM

By: John Ely
County Attorney

Manager Approval:
By: _____
Jon Peacock, County Manager

The foregoing Agreement is approved by Aspen Valley Hospital District at its regular meeting held on_____.

ASPEN VALLEY HOSPITAL DISTRICT

By: _____
Mindy Nagle, Chair

APPROVED AS TO FORM

By: Elaine Gerson
General Counsel

Manager Approval:
By: _____

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c. Current rent subsidy will remain in place to support rent costs of providing care at the MFHC Basalt clinic.
d. Rent and PMPM rates will be charged quarterly, based on the actual uninsured patients served at MFHC Basalt
e. Allocation of subsidies will be reviewed annually to ensure percent are consistent with services rendered for the population. Historically these subsidies have been shared using the following ratios: 51% Aspen Valley Hospital; 34% Pitkin County; 15% Eagle County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the 25th day of October 2023.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By:_____
Chair

APPROVED AS TO FORM

By:_____
County Attorney

Manager Approval:

By:_____
Jon Peacock, County Manager

The foregoing Agreement is approved by Aspen Valley Hospital District at its regular meeting held on November 13, 2023.

ASPEN VALLEY HOSPITAL DISTRICT

By: _____
Mindy Nagle, Chair

APPROVED AS TO FORM

DocuSigned by:
By: Elaine Gerson
0107A2A9D98D43C...
General Counsel

Manager Approval:

By: _____
David Ressler, CEO

David Ressler, CEO

The foregoing Agreement is approved by Eagle County Manager on Nov-28-2023.

Manager Approval:
By:_____
Jeff Schroll, Eagle County Manager

MOUNTAIN FAMILY HEALTH CENTERS

By: _____
Sydney Schalit, Chair

Manager Approval:

By: ANNETTE FRANTA
Annette Franta, Interim CEO

Date: Dec-04-2023