PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
WEDNESDAY, JANUARY 21ST, 2026
3:00 PM CALL TO ORDER

Video

To join the meeting, click on the link below or copy and paste into your preferred web browser:

https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09

Audio
Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial-option below:

Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 (Eastern US)

Meeting ID: 632 627 219
Password: 04408
For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted

3:00PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Documents:

01142026 Minutes AM Edit.pdf
01152026 Minutes - Special AM Edit.pdf

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY JUST APPRAISED CONTRACT

.II. APPROVE/DENY RESOLUTION FOR 2026 BOCC MEETING SCHEDULE

Documents:

Resolution for approving 2026 bocc schedule.pdf
Meeting Schedule 2026.pdf

.III. APPROVE/DENY RESOLUTION OPPOSING THE COLORADO PUC'S CLEAN-HEAT/ELECTRIFICATION MANDATE AND AFFIRMING THE RIGHT OF PARK COUNTY RESIDENTS TO CHOOSE THEIR ENERGY SOURCES

Documents:

Resolution Oppposing PUC Clean Heat Electrification Mandate 1.05.2026 AM Edit.pdf

.IV. APPROVE/DENY LAND & WATER TRUST FUND RECOMMENDED GRANT PROPOSAL FOR COLORADO OPEN LANDS BERRIEN RANCH CONSERVATION EASEMENT

.V. APPROVE/DENY APPOINTMENT OF TOURISM BOARD MEMBER

- TODD JOHNSON

.VI. APPROVE/DENY PROFESSIONAL SERVICE AGREEMENT WITH MT BAILEY PRODUCTIONS LLC

Documents:

PSA - Mt Bailey.pdf

.VII. APPROVE/DENY FILM PARK COUNTY FILM COMMISSION PROPOSAL

Documents:

Lukacs Film Proposal.pdf

PUBLIC HEARING(S)

.I. ABATEMENT HEARING FOR ASKAG LLC

PUBLIC COMMENTS

GENERAL GUIDELINES REGARDING MAKING PUBLIC COMMENTS

Documents:

General Guidelines for Public Speaking.pdf

GUIDELINES FOR REMOTE ATTENDANCE

Documents:

Guidelines for Remote Attendance.pdf

ADMINISTRATIVE SESSION

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.
NOTE: Items May Be Added To These Agendas Up To 24 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website www.parkcountyco.gov for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: county.administration@parkcountyco.gov or call 719-836-4201.

PARK COUNTY BOARD OF COMMISSIONERS
MINUTES
WEDNESDAY, JANUARY 14TH 2026
3:03 PM CALL TO ORDER

The meeting was called to order by Chairperson Wissel. Commissioners Amy Mitchell, Commissioner Jason Gemmer, Lucas Meyer County Manager, Nate Osterberg Legal Analyst for County Attorney was present and Attorney John Evans present via ZOOM.

PLEDGE OF ALLEGIANCE

The Invocation and Pledge of Allegiance was led by Commissioner Gemmer.

AGENDA APPROVAL

Mitchell motioned to amend the agenda removing **I.** ABATEMENT HEARING FOR PARCEL # R0047546 Gemmer seconded, carried 3-0

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Mitchell motioned to approve minutes and vouchers. Gemmer seconded, carried 3-0.

Documents:

1. Minutes 01072026.pdf

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY DEPOSIT OF FUNDS RESOLUTION

Mitchell motioned to approve Resolution 2026-004 regarding Deposit of Funds by County Treasurer. Gemmer seconded, carried 3-0.

Documents:

1. Resolution for Deposit of Funds.pdf

.II. A RESOLUTION RESCINDING AND REPLACING RESOLUTION TO RECOMMEND AMENDMENTS TO THE LAND LUSE REGULATIONS

Mitchell motioned to approved Resolution 2026-005 for Resolution Approving Amendments to the Park County Land Use Regulation. Gemmer seconded, carried 3-0

Documents:

1. BOCC Rescind and Replace Resolution to Recommend Approval of LUR Amendment.pdf

.III. APPROVE/DENY BOCC MEETING SCHEDULE

Mitchell motioned to amend the BOCC Meeting Schedule from Wednesdays at 3:00pm which were adopted to accommodate the previous legal representatives. Mitchell motioned to change schedules back to Tuesdays 9:00am Work sessions and 1:00pm BOCC meetings, the first, second and third Tuesday of the month with other special meetings to be scheduled as they come to the docket. Mitchell motion to approve BOCC meeting schedule, Gemmer seconded, carried 3-0.

.IV. APPROVE/DENY APPOINTMENT OF THE BOCC CHAIRPERSON

Gemmer motioned to approve appointment of Commissioner Wissel to BOCC Chairperson for 2026. Mitchell seconded, carried 3-0

.V. ESTABLISHING DESIGNATED PUBLIC PLACES FOR POSTING MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW, SPEFICAILLY THE PARK COUNTY WEBSITE

.VI. APPROVE/DENY RE-APPOINTMENT/APPOINTMENT OF ABE BOARD MEMBERS:

Gemmer motioned to approve re-appointment of ABE BOARD MEMBERS TO SERVE THROUGH- JOHN REIBER – 12.31.2026 PATRICK SCHLIKEN and RAMON CASTRO – 12.31.2027 and BERNIE PETERSON – 12.31.2028 and new appointment of AMIE HUFFMAN – 12.31.2027 Mitchell seconded, carried 3-0

- JOHN REIBER (RE-APPOINTMENT)
- PATRICK SCHLIKEN (RE-APPOINTMENT)
- RAMON CASTRO (RE-APPOINTMENT)
- BERNIE PETERSON (RE-APPOINTMENT)
- AMIE HUFFMAN (NEW APPOINTMENT)

PUBLIC HEARING(S)

.I. Removed from agenda

.II. CONTINUATION OF LAND USE CASE #A25-0045 JOHN LITTLEHORN

Shelli Yarbrough introduced presenter Julie Esterl. Julie Esterl presented via ZOOM. John Littlehorn representing Littlehorn Engineering presented.

Mitchell motioned to instruct staff to create a Resolution approving land use case A25-0045 with conditions added to approve a court directed subdivision to split a 40.24 acre parcel from HWY 9 property is described as Tract A of the exemption plat recorded at reception NO.658879 addressed as 49001 HWY 9, Fairplay, Conditions:
1. Applicant to submit a revised plat with the following updates:
a. Owners signature to read as follows:
OWNER
Rock N Pine, LLC, a Colorado Corporation
By:
Name: Mark Balderson
Title:
(Keep notary Block)
b. Addition of the reception number for the access easement.

Gemmer seconded, carried 3-0

Documents:

1. A25-0045 Balderston BOCC Continuance Packet.pdf
2. A25-0045 BOCC Staff Report Balderston-Sullivan.pdf
3. A25-0045 Application Combined (2)_Redacted.pdf

PUBLIC COMMENTS

Stan Bates

Suzie Bates

Mitchell motioned to close Public comments. Gemmer seconded, carried 3-0

ADMINISTRATIVE SESSION

None

Guidelines for Remote Attendance

Documents:

1. Guidelines for Remote Attendance.pdf

Mitchell presented.

General Guidelines Regarding Making Public Comments

Documents:

1. General Guidelines for Public Speaking.pdf

Mitchell presented.

Wissel motioned to adjourn the meeting at 3:53pm. Mitchell seconded, carried 3-0

PARK COUNTY BOARD OF COMMISSIONERS
MINUTES
THURSDAY, JANUARY 15TH, 2026
2:00 PM CALL TO ORDER

The meeting was called to order by Chairperson Wissel. Commissioners Amy Mitchell, Lucas Meyer County Manager and Nate Osterberg Legal Analyst for County Attorney were present, and Commissioner Jason Gemmer present via Zoom.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Wissel

AGENDA APPROVAL

Mitchell motioned to accept the agenda as written. Gemmer seconded, carried 3-0

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY PROPOSALS FOR NEW LEASE AGREEMENT FOR ROAD AND BRIDGE UNITS UNDER ACCOUNT CODES: 11.3141.661000. DEBT SERVICE – PRINCIPAL AND 11.3141.694100. CAPITAL EXPENDITURES EQUIPMENT

Mitchell motioned to approve lease agreement for Road and Bridge Units Under Account Codes: 11.3141.661000. Debt Service – Principal and 11.3141.694100. Capital Expenditures Equipment for CAT Equipment:
4 x FO150
,1xFO's 275
,1 x 420
,1 x 938
Gemmer seconded, carried 3-0

PUBLIC COMMENTS

None - Mitchell motioned to close Public Comments. Gemmer seconded, carried 3-0

General Guidelines Regarding Making Public Comments

Documents:

1. General Guidelines for Public Speaking.pdf

Guidelines for Remote Attendance

Documents:

1. Guidelines for Remote Attendance.pdf

ADMINISTRATIVE SESSION

None

Mitchell motioned to adjourn at 2:05pm – Wissel seconded, carried 3-0

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2026____

A RESOLUTION APPROVING AND ADOPTING A MEETING SCHEDULE FOR THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PARK

NOW THEREFORE, BE IT RESOLVED BY THE PARK COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE BOARD OF COUNTY COMMISSIONERS MEETING SCHEDULE ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE IS HEREBY APPROVED AND ADOPTED.

Moved, seconded, and approved this ____day of ___________, 2026.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

____
David B. Wissel, Chairman

ATTEST:

____
County Clerk

2026 MEETING DAY(S)

FIRST, SECOND, AND THIRD TUESDAY(S) OF EVERY MONTH;

- 9AM TO 11:30 AM WORK SESSION
- 1:00PM TO 3PM LEGISLATIVE SESSION

*SPECIAL MEETINGS ARE AS NEEDED

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF PARK COUNTY, COLORADO

RESOLUTION NO. 2026-_____

A RESOLUTION OPPOSING THE COLORADO PUC'S CLEAN-HEAT/ELECTRIFICATION MANDATE AND AFFIRMING THE RIGHT OF PARK COUNTY RESIDENTS TO CHOOSE THEIR ENERGY SOURCES.

WHEREAS, In 2021, the General Assembly passed SB21-264 requiring gas distribution utilities - utilities that procure and distribute gas to retail customers (e.g. Black Hills, Colorado Natural Gas)—to reduce greenhouse gas emissions.

WHEREAS, gas emission reduction targets for clean heat plans are pursuant to section 40-3.2-108(10), C.R.S.

WHEREAS, on December 3, 2025, the Colorado Public Utilities Commission (PUC) adopted new rules under the state's "clean heat plan" that require natural-gas utilities to reduce greenhouse gas emissions by 41% by 2035 relative to 2015, with a de facto target of full de-carbonization (i.e. elimination of fossil gas use for home heating and cooking) by 2050.

WHEREAS, compliance with the PUC's mandate will impose significant costs on homeowners and businesses. The utilities' own filings estimate that retrofitting an existing home for all-electric heating and appliances can exceed $20,000 per home (before incentives).

WHEREAS, statewide data shows that, on average, electricity remains significantly more expensive per unit of delivered energy than natural gas; under these conditions, forcing full electrification will raise monthly heating and energy bills — especially in rural and mountain communities.

WHEREAS, rural and mountain counties such as Park County often depend on a patchwork or "private electric grid" (or small distribution systems and cooperatives) that historically have had challenges delivering reliable, affordable electricity — particularly in inclement weather, winter conditions, or during wildfire-related outages.

WHEREAS, many Park County residents and businesses — including small businesses, farms, older homes, and seasonal residences — rely on energy sources other than electricity (e.g. propane, natural gas, wood, propane/natural-gas boilers, etc.) for heating and cooking, and must have the freedom to choose the energy source best suited to their housing, lifestyle, financial means, and risk tolerance; forcibly eliminating that choice would violate their property-rights and economic freedom.

WHEREAS, a forced transition to electricity as the sole source of heat and cooking would impose disproportionate burdens on lower-income residents, retirees on fixed incomes, small businesses, and rural property owners who may lack the resources to retrofit their homes, install ductwork or 220-volt service, or bear the increased monthly costs when electricity prices rise due to the infrastructure buildout the PUC and utilities plan.

WHEREAS, the PUC's decision — by prioritizing statewide decarbonization mandates over affordability, reliability, and local control — threatens the economic well-being, energy security, and personal freedom of County residents.

NOW, THEREFORE, BE IT RESOLVED by the Park County Board of County Commissioners as follows:

1. Opposition to Mandate. Park County strongly opposes the PUC's "Clean Heat" mandate, which seeks to eliminate natural gas (and other non-electric energy sources) for home heating and cooking by 2050 as a condition of state-mandated decarbonization.

2. Affirmation of Local Choice. The County affirms and defends the right of its residents and businesses to choose how they power their homes and operations, including but not limited to natural gas, propane, wood, renewable off-grid electricity, or any other lawful energy source.

3. Recognition of Rural Challenges. The County recognizes that rural and mountain communities like Park County face unique challenges — including unreliable grid connectivity, harsh winters, wildfire risk, and limited economic resources — which make a one-size-fits-all electrification mandate inappropriate, unfair, and harmful.

4. Call for Flexibility and Equity. The County calls on the PUC, State Legislature, and utilities to revise or suspend the mandate and instead adopt a flexible, equitable energy policy that:
   a. Allows for a mix of energy sources (gas, propane, wood, electricity, off-grid renewables) for heating and cooking.
   b. Protects residents from excessive cost burdens and utility bill increases.
   c. Considers reliability, resilience, and local conditions in rural and mountain counties.
   d. Respects local control and individual choice over energy systems.

5. Request for State and Utility Accountability. The County requests that the PUC and utilities provide transparent reporting of cost and reliability impacts of electrification mandates as well as intentional electric outages controlled by the

provider leaving homes without service, — especially as applied to rural communities — before proceeding further.

6. Support for Alternative Solutions. The County supports and encourages voluntary adoption of clean energy and efficiency measures (weatherization, solar, wood-heat, hybrid systems, etc.) — but rejects mandatory retrofit requirements that impose heavy costs and eliminate choice.

7. Transmission to State Authorities. A copy of this resolution shall be forwarded to the Colorado PUC, the Governor, the Colorado General Assembly, and relevant utility providers, to ensure local voices from Park County are heard and considered in statewide energy policymaking.

BE IT FURTHER RESOLVED that this Board stands ready to collaborate on policies that respect economic reality, rural energy needs, reliability concerns, and individual liberty — instead of one-size-fits-all mandates from distant regulators.

Adopted at a regular meeting of the Board of County Commissioners of Park County, Colorado, held the _____ day of January 2026 in Fairplay, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PARK COUNTY, COLORADO

By: ______________________________
David B. Wissel, Chairman

ATTEST:

____
Milania Kassel, Clerk and Recorder

County of Park, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: <u>HERITAGE & TOURISIM SOCIAL MEDIA AND WEBSITE MANAGEMENT</u>

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the Board of County Commissioners of the County of Park, a body politic organized and existing by virtue of the laws of the State of Colorado, whose address is 856 Castello Avenue, P.O. Box 1373, Fairplay, Colorado 80440 (the "County"), and MT BAILEY PRODUCTIONS LLC, a DIGITAL MAKRING AGENCY with offices at BAILEY, COLORADO ("Contractor") (each individually a "Party" and collectively the "Parties").

<u>RECITALS</u>

WHEREAS, the County requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the County desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. <u>SCOPE OF SERVICES</u>

A. <u>Services</u>. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"). The Parties recognize and acknowledge that, although the County has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the County the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the County, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. <u>Duty to Inform</u>. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the County concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

C. <u>Time of Performance</u>. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Board of County Commissioners, County Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until DECEMBER 31^{ST}, 2026 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. County Unilateral Termination. This Agreement may be terminated by the County for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the County's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the County and such documents, data, studies, and reports shall become the property of the County; and

3. The Contractor shall submit to the County a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the County within thirty (30) days of the date of termination; thereafter, the County shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the County within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the County shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The County may suspend the Contractor's performance of the Services at the County's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the County, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the County.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the County Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. County Representative. The County representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the County Manager or his or her designee ("County Representative"). The County Representative shall act as the County's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be STEPHANIE CANTU ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the County. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the County.

C. County Supervision. The Contractor shall provide all Services with little or no daily supervision by County staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the County's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the County reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the County's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the County relating to such monitoring and evaluation.

IV. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the County and will be of good quality, free from faults and defects and in conformance with Exhibit A.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the County hereunder, that its transfer of such title to the County is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the County.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the County initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year from the date that the County initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the County for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the County for the respective manufacturers' warranty periods.

V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed $46,130 ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the County. In consideration for the completion of the Scope of Services by Contractor, the County shall pay Contractor as follows:

☐ If this box is checked, the County shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the County for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the County's acceptance of all work or Services as set forth in **Exhibit A**.

☐ If this box is checked, the County shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on __[insert date here]__.

B. Invoicing. The County shall make payments to Contractor in accordance with subsection A of this section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the County no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The County, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the County's interest. The County, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the County without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☐ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the County as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the County and shall not be paid by the County.

E. No Waiver. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

VI. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include section VIII (Indemnification) in any such subcontracts.

VII. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the County shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The County will not include the Contractor as an insured under any policy the County has for itself. The County shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

> **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE COUNTY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the County for any Employee Benefits; the Contractor will defend the County from any claim and will indemnify the County against any liability for any Employee Benefits for the Contractor imposed on the County; and the Contractor will reimburse the County for any award, judgment, or fine against the County based on the position the Contractor was ever the County's employee, and all attorneys' fees and costs the County reasonably incurs defending itself against any such liability.

VIII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- ☐ The Contractor shall secure and maintain the following ("Required Insurance"):

  - ☐ Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

  - ☐ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the County as Certificate Holder and name the County, and its elected officials, officers, employees and agents as additional insured parties.

☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the County as Certificate Holder and name the County, and its elected officials, officers, employees and agents as additional insured parties.

☐ Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the County as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the County.

C. Insurance Certificates. Contractor shall provide the County a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies paid by the County, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the County immediately upon demand by the County. At the County's sole discretion, the County may offset the cost of the premiums against any monies due to the Contractor from the County pursuant to this Agreement.

IX. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the County may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. RESERVED

XI. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the County may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the County, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XII. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the County is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq*. ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the County's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the County offices or accessible and opened for public inspection in accordance with CORA and County policies. Public records requests for such records shall be processed in accordance with County policies. Contractor agrees to allow access by the County and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the County. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. County's Right of Inspection. The County shall have the right to request that the Contractor provide to the County a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the County of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Park County upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the County. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the County not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the County and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The County shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by County staff and/or employees; or (2) pursuant to a request under CORA, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order.

The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the County.

D. Return of Records to County. At the County's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the County in a reasonable format and with an index as determined and requested by the County.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the County:	**If to Contractor**:
Park County Attn: County Manager 856 Castello Avenue P.O. Box 1373 Fairplay, CO 80440	Contractor's Name Attn: Mt Bailey Productions mt.baileyproductions@gmail.com
With Copy to: Park County Attorney Evans Legal Group P.C. 11479 S Pine Dr Parker, CO 80134	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the County and its officers or employees.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the County shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the County terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the County. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the County hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the County, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the County's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the County to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Park County and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the County's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

W. Federal Funding Requirements. Funding for these services may be funded through federal programs. And are subject to and contingent upon continuing availability of State and/or federal funds for the purposes hereof.

X. Excluded party list. If this is a covered transaction as defined above, Consultant certifies by it's signature that it has not been suspended, debarred, voluntarily excluded, or otherwise rendered ineligible to participate in a federal payment program by any Federal of State of Colorado department or agency as provided in OMB guidance, 2 CFR part 180, implementing Executive Orders 12549 and 12689. A "Covered Transaction" is defined as those procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000.00 or meet other specified criteria. Consultant certifies that is has completed the verification by checking the "Excluded Parties List System" (EPLS) at www.SAM.gov.

THIS AGREEMENT is executed and made effective as provided above.

BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, COLORADO

By: ________________________________
David B. Wissel, Chair

Date of execution: ______________________

ATTEST:

By: ______________________________
Milena Kassel, County Clerk

APPROVED AS TO FORM:
(*excluding exhibits*)

By: __________________________________
County Attorney

CONTRACTOR:

By: ________________________________

Printed Name: __________________________

Title: ________________________________

Date of execution: ______________________

EIN:_________________________________

UEI: *[If applicable]* ______________________

STATE OF COLORADO)
) ss.
COUNTY OF _________________)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of ________________, 20___, by ______________________ as ____________________________ of ___________________________________, a ___________________________________.

My commission expires: _____________

(S E A L)

____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

	1. EXPLOREPARKCOUNTY	Quantity	Monthly	Annual
1	Web maintenance, exploreparkcounty.com/parkcounty.com	12	$ 150	$ 1,800
2	Blog posts (12)	12	$ 175	$ 2,100
3	Page Builds	6	$ 300	$ 1,800
4	Email newsletters (12)	12	$ 175	$ 2,100
5	Social management (16 Post Monthly) (IG/FB/YouTube)	12	$ 1,050	$ 12,600
6	Video Reels (12)	12	$ 550	$ 6,600
7	Ad management (1x12)	12	$ 150	$ 1,800
8	Ad budget (1x12)	12	$ 40	$ 480
9	MailChimp	12	$ 40	$ 480
10	Web hosting & Domain Renewals (19.99x4 Domains)	1	$ 950	$ 950
11	Plugin purchases for websites	1	$ 400	$ 400
12	Podcast Series Setup (branding, planning)	1	$ -	$ -
13	Video Podcast Episodes ("A Day in the Life")	12	$ -	$ -
	Explore Park County Total		$ 2,593	$ 31,110
	2. SOUTH PARK NATIONAL HERITAGE AREA		Monthly	Annual
1	Web maintenance, southparkheritage.org (12)	6	$ 150	$ 900
2	Blog posts/page builds (12)	6	$ 175	$ 1,050
3	Page Builds	0	$ 175	$ -
4	Email newsletters (12)	12	$ 150	$ 1,800
5	Social management (12) (IG/FB/YouTube)	12	$ 560	$ 6,720
6	Social management (12) (IG/FB/YouTube), Wilkerson Pass: May-Sept	4	$ 560	$ 2,240
7	Video episodes (6)	6	$ 225	$ 1,350
8	Ad management (2x12)	12	$ 40	$ 480
9	Ad budget (2x12)	12	$ 40	$ 480

10	**SPNHA magazines (2), est. 12 page**	**0**		**$ -**
11	**SPNHA symposium (live stream testing, filming & editing, etc.)**	**0**		**$ -**
	3. PARK COUNTY LOCAL HISTORY ARCHIVES/PCFC		**Monthly Cost**	
12	**Web maintenance, parkcoarchives.org, parkcofilm.com**		**0**	**0**
	South Park National Heritage Area Total		**1252**	**15020**
	Total		**3844**	**46,130**
	TOTAL PRICING			
	Explore Park County Total		**$ 2,593**	**$ 31,110**
	South Park National Heritage Area Total		**$ 1,252**	**$ 15,020**
				$ 46,130

EXHIBIT B
COMPENSATION

film **PARK COUNTY**

FILM COMMISSION PROPOSAL / 2026

In collaboration with the **Colorado Office of Film, Television and Media** (COFTM), and with the endorsement of the **BOCC**, the **Park County Regional Film Commission** has recently been revised and updated. While this new film office currently acts as a liaison to the state, it has potential to support several of the goals in the new Park County Strategic Plan, including to (6.) evolve and expand tourism, and to (7.) diversify the economy and expand livelihoods in Park County. A Park County Film Commission will support this goal.

There is a lot of excitement and positive energy in the film industry in Colorado - the announcement of the Sundance Film Festival relocating to Colorado, personnel changes in the state film office, and interest in promoting rural areas and opportunities. Now is the time to take action.

Attached is a report describing the economic impact film production and film tourism can have on an area.

Following is a breakdown of how Lukacs & Associates, operating as the Park County Regional Film Commission, can bring film production back to Park County. These are preliminary costs depending on final agreed scope of work and not to be taken as a final quote.

SCOPE OF WORK / FILM PARK COUNTY

January – December, 2026

1. Administration and operation of the Park County Regional Film Commission (part-time) — $ 6,000.00
    - Partner with the CO Office of Film, Television and Media and attend regional and state meetings
    - Attract productions
    - Serve as the initial point of contact for film related questions and activities and provide information to production companies and filmmakers regarding permits, crews and local services and resources.

2. Website — $ 1,000.00
    - Create website (partially funded by COFTM)
    - Web domain, hosting, maintenance and regular updates to web page content

3. Social Media — $ 1,500.00
    - Create a social media presence.
    - Regular updates and posts

4. Marketing, PR, promotion — $ 2,000.00
    - Create logo
    - Market to industry publications, leads, and organizations
    - Quarterly newsletter and/or MailChimp
    - Promotional materials
    - Film industry schmoozer for local filmmakers and crew

5. Create and maintain a reference library of location photos and film-friendly properties. — $ 1,500.00

6. FUTURE PROJECTS: — $ 3,000.00
    - Create a FAM tour for location scouts, producers and directors*

LUKACS & ASSOCIATES

p o box 366 . Fairplay, CO 80440

970.390.8568

filmsouthpark@gmail.com

film **PARK COUNTY**

FILM COMMISSION PROPOSAL / 2026

Economic Impacts of Film Production and Film Tourism in Park County

Film production delivers significant and immediate economic benefits to rural and mountain communities. For Park County, attracting productions strengthens the local economy and expands creative opportunities.

Film production brings **direct, indirect, and long-term economic benefits.** Even small- and mid-scale productions generate meaningful local revenue, support small businesses, and elevate regional visibility.

Film production and film tourism can help draw visitors to rural communities.

1. Direct Local Spending

Film productions infuse money directly into the community through essential on-location needs.

Key areas of direct spending include:

- **Lodging:** Hotels, lodges, and short-term rentals benefit directly from production stays. A crew of 20 - 40 staying for even a few days can generate tens of thousands of dollars in lodging revenue.
- **Food & Catering:** Restaurants, cafés, breweries, grocery stores, and caterers see increased business. Productions often book multiple meals per day for every crew member.
- **Location Fees:** Productions pay a location fee to property owners to access and use their property for filming purposes.
- **Local Hiring:** Productions often hire various crew members, local talent and support services such as construction, snow plows and small machine operators.
- **Retail & Rentals:** Productions frequently spend heavily on last-minute or "set needs." Spending at local businesses such as hardware stores, lumber yards, construction suppliers, gas stations, and outdoor gear shops.
- **Services:** Vehicle repairs, office printing, cleaning, and logistical assistance.

These expenditures stay in the region and support local businesses immediately.

2. Enhanced Tourism & Film-Induced Travel

Film tourism is **one of the fastest-growing forms of cultural tourism**, especially in rural destinations. A film can reach millions of viewers - a level of exposure traditional tourism marketing budgets can't buy. On-screen landscapes often become bucket-list destinations.

Film and television productions are officially recognized as a driver of tourism in many regions. When a movie, TV show, or commercial is filmed in a location, that location gains visibility, cultural relevance, and public interest. This often leads to increased visitation as people travel specifically to see where filming happened, experience the landscapes on screen, or learn about the stories showcased.

Film tourism is considered part of the broader tourism industry because it **generates visitor spending and supports hospitality, retail, transportation, events, and local attractions.** States, regions, and countries increasingly track film-related tourism as an economic impact sector.

Screen exposure dramatically increases a region's visibility. Film tourism can create:

- Fans and travelers seek out filming locations
- Visitor spending
- Business purchases
- Subsequent productions
- Repeat tourism
- Job and wage cycles
- Exposure for an area and its heritage
- Showcase our unique landscapes, architecture, ranches and historical properties

3. Indirect & Induced Impacts

Film production stimulates economic activity beyond the immediate spend:

Job Creation & Skills Training - Film activity encourages:

- Youth engagement
- Internship pipelines
- Workforce development programs
- Upskilling opportunities for locals

Increased Demand for Creative Industries - Artists, musicians, photographers, and other creatives benefit through on-set opportunities, licensing and workshops.

4. Regional Branding & Visibility

Every production - commercials, documentaries, social media shoots, student projects, independent features, digital content - promotes Park County's landscapes, culture, and creative identity.

Positive media coverage creates national & international awareness and opens the doors for future productions.

A successful film-friendly shoot in the area creates networking opportunities among location scouts and producers for continued film productions. This visibility is valuable and compounds over time. A region becomes known for:

- Scenic landscapes
- Distinctive towns
- Outdoor recreation
- Western and mining heritage
- Historic downtowns and properties
- Unique architecture

5. Benefits Unique to Rural Mountain Communities

Rural film regions experience uniquely strong impacts:

- Boosts **off-season revenue** for tourism-driven businesses. Productions love spring/fall—traditionally slow months for tourism.
- Requires **minimal new infrastructure** - It is one of the few industries that can bring significant money **without new development.**
- Supports **small businesses** across the county which often rely on seasonal traffic.
- **Diversifies the local economy** beyond traditional tourism and recreation. Film is a clean, low-impact industry that complements outdoor recreation economies.
- **Minimal infrastructure burden** – It is one of the few industries that can bring significant money **without new development.**
- Encourages **youth engagement** and creative career development

Conclusion

Film production is a powerful economic catalyst for Park County bringing immediate spending, long-term tourism benefits, small-business support, and expanded creative opportunities. The Park County Regional Film Commission is uniquely positioned to harness these impacts, strengthening community vitality and promoting the region as a desired film destination.

General Guidelines for Public Comment

During

Board of County Commissioners Meetings and Public Hearings

Approved by Resolution No. 24-003

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1. **County Commissioner Meetings and Public Hearings**: Members of the public are welcome to address the Commissioners during the designated public comment portion of the Board of County Commissioner meeting and during the designated public comment portion of any public hearing. Each speaker is allotted 3 minutes to present their views.
2. **Work Sessions**: Work sessions provide the Commissioners an opportunity to discuss County business in a public forum as required. Public comment is not a guaranteed part of the Work Session. Comments will be allowed at the discretion of the Board at the end of the Work Session if time allows.
3. **Addressing the Commissioners**: When it's your turn to speak, approach the podium, sign-in on the sheet, speak into the microphone and clearly state your name for the record. Please continue to speak into the microphone so your comments can be properly recorded.
4. **Time Limit**: In fairness to all, each speaker is limited to 3 minutes. A timekeeper will give you a warning when you have 30 seconds left, allowing you to conclude your remarks.
5. **Relevance**: During public hearings, keep your comments focused on the topic at hand, or case under consideration.
6. **Respect**: Maintain a respectful tone and demeanor when speaking. Comments will become part of the public record. As a result and in the spirit of civil discourse, please avoid personal attacks and profanity. Disruptive behavior is not permitted.
7. **Questions**: If you pose a question during your comment, please do not expect an immediate answer. The Commissioners will note the question and may address it during their deliberations or request that the staff provide a response.
8. **Group Representation**: If you are representing a group, you may request additional time to speak. However, this is at the discretion of the Chair and typically only granted if the group has consolidated their comments to avoid repetition.
9. **Written Comments**: Written comments are also accepted and will be included in the public record. Please submit these to the Commissioners' administrative assistant no later than the Friday before a scheduled public hearing or meeting. Comments can be sent via email (pcadmin@parkco.us) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440).
10. **Concluding**: After your time has expired, conclude your comments promptly to allow the next speaker to begin.

Guidelines Regarding Remote Attendance for Park County Board of County Commissioner Meetings and Public Hearings

Approved by Resolution No. 24-004

Remote Attendance

The Park County Board of County Commissioners are pleased to offer remote attendance options for our upcoming Board of County Commissioner meetings and public hearings held during such meetings through video conferencing technology. However, please note that remote attendance is offered as a courtesy and is not guaranteed. Technical issues, including but not limited to internet connectivity, audio and video disruption, or platform instability, may arise that are beyond the control of the Board.

Public Testimony and Record

For those who wish to make sure their testimony is included in the official public record, we strongly recommend either attending the meeting or hearing in person or submitting your comments in writing. Remote participation does not guarantee that your comments will be successfully received or included in the public record due to the aforementioned potential for technical difficulties.

Submission of Written Comments

Written comments must be submitted to the Board of County Commissioners' administrative assistant no later than the Friday prior to the meeting or hearing to be included in the official record. Comments can be sent via email (pcadmin@parkco.us) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440). Please refer to the Board of County Commissioners' Guidelines for Public Speaking for guidance in preparing your comments.

In-person Attendance

Attending in person is the most reliable way to ensure your voice is heard and your testimony is recorded. If you choose this option, please adhere to any guidelines or protocols that may be in place.
