

OPERATION AGREEMENT

THIS OPERATION AGREEMENT (“**Agreement**” or “**Operation Agreement**”) is made and entered into as of the date of execution by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the state of Colorado (the “**City**”), and DENVER MOUNTAIN PARKS FOUNDATION, INC., a Colorado nonprofit corporation (“**Foundation**”), with an address 8275 E. 11th Ave. Unit 201652, Denver, Colorado 80220 (City and Foundation may each be referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

A. The City owns, manages, operates, and controls, by and through the City’s Department of Parks and Recreation (“**DPR**”), a system of “mountain parks” located in various Colorado counties, including Echo Lake Park and Summit Lake Park of Denver, both located in Clear Creek County; and

B. The Foundation is a Colorado non-profit whose mission is to restore the historical integrity, relevance, quality and appreciation for Denver’s Mountain Parks System; to advocate for it and ensure its future as a recreational, educational and open space resource for the City of Denver: its citizens, neighbors and visitors. DMPF works in partnership with the City to ensure that its goals for the Denver Mountain Parks are realized.

C. The City previously entered into a Collection Agreement with the United States Department of Agriculture, U.S. Forest Service (“**USFS**”), related to the Arapahoe and Roosevelt National Forests and Pawnee National Grasslands for facility operations and other services at Summit Lake Park and adjacent National Forest System land within the Mt. Blue Sky Recreation Area, and for the collection and distribution of fees and revenue; and

D. Through discussion among USFS, the City and the Foundation, USFS determined it will delegate the operation of the Mt. Blue Sky Recreation Area (“**Recreation Area**”), located within the Mount Blue Sky Highway/State Highway 5 corridor, as defined to the City or other party in order to continue services in the same or similar manner as under the Collection Agreement; and

E. USFS further determined to issue a Granger-Thye Permit (“**Permit**”) to the Foundation for the responsibility for certain operations and services for the benefit of the Recreation Area as set forth in the operating plans, which is included as an attachment to the Permit (“**Operating Plan**”) and the Foundation, in turn, will contract with the City in order to assign those services and operations; and

F. The Parties agree that the Permit, the Operations Plans, and this Agreement shall set forth the terms, conditions, and requirements for such services and operations of the Recreation Area; and

G. City is willing and has the present capacity to operate the Recreation Area, which shall include a Welcome Booth located in Echo Lake Park, Mount Goliath visitor use area and Nature Center, Mount Blue Sky Summit visitor use area, and Summit Lake Park, as set forth in

this Agreement, for the use and benefit of the residents of Clear Creek County, the City and County of Denver, patrons of the Mt. Blue Sky Recreation Area, and the general public; and

H. It is in the best interest of the Foundation, the City and the general public that an Operation Agreement is entered into to provide for the operation of the Recreation Area for the benefit of citizens, residents, and the general public in the furtherance of the City's and Foundation's shared mission.

NOW, THEREFORE, in consideration of the above recitals, hereby incorporated into the substantive provisions of this Agreement by this reference, and the mutual promises contained herein, for the purpose of setting forth the relationship between the City and Foundation with respect to the services, operations, and activities at the Recreation Area, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is mutually agreed by the City and Foundation as follows:

1. COOPERATION FOR SERVICES AND OPERATIONS. The City hereby agrees that the Foundation, a non-profit organization, has been or will be issued a permit by USFS for developed visitor use areas within the Mount Blue Sky Highway/State Highway 5 corridor; and the City further agrees to perform the services and operations set forth in the Permit assigned to it by the Foundation. The Parties therefore agree to perform in a cooperative manner for the mutual benefit of the Parties and the patrons of the Recreation Area. The Parties acknowledge and agree that the City is relying upon USFS's approval and authorization granted on or about February 17, 2026, to allow Foundation as the permit holder to assign or contract certain work or services to the City. The rights herein granted are not, and shall not be construed as, a permanent lease, easement, or other interest in real property to or from either Party of this Agreement.

2. STATUS AND AUTHORITY OF THE FOUNDATION.

(a) Status. The City and Foundation acknowledge and agree that the status of the Foundation shall be that of a private, nonprofit corporation cooperatively working with the City as an independent entity solely for the purposes set forth in this Agreement.

(b) Authority. The scope of authority Foundation may exercise shall be as expressly stated or necessarily implied in this Agreement. Foundation shall have no authority to avoid, modify or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers. This Agreement is not intended, nor shall this Agreement be construed, to establish or constitute a corporate partnership or corporate joint venture between the City and Foundation.

(c) Contracts. The authority delegated under this Agreement shall not be construed to grant either Party the right or power to bind, or to impose any liability upon, the other Party through any contracts or agreements either Party may make, unless the prior, written approval of the other Party is obtained, which approval shall not be unreasonably withheld, and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirements. This Agreement shall not allow Foundation to assign or grant permission or licenses to use any City property by any third-party. All contracts or agreements made by Foundation shall be in Foundation's name and not in the name of the City. Likewise, all contracts or agreements made by the City shall be in the City's name and not in the name of the Foundation.

(d) Nonprofit Status. Foundation shall at all times while this Agreement is in effect take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions that may be detrimental to, its status as a nonprofit corporation that qualifies as a tax-exempt entity under section 501(c)(6) of the Internal Revenue Codes (or any successor provision).

3. TERM. This Agreement shall commence as of the Effective Date and shall expire December 31, 2029 (the “**Expiration Date**”), unless previously terminated in accordance with Section 19. The term of this Agreement shall automatically and without further action terminate if the Permit is terminated.

4. FOUNDATION EMPLOYEES. Any personnel and contractors that may be hired or engaged by Foundation to perform work under this Agreement shall be employees or independent contractors, as applicable, of Foundation and not of the City (“**Foundation Employees**”). Foundation shall have the sole authority to hire, engage, fix the compensation and benefits of, supervise, train, evaluate, discipline and discharge all Foundation Employees, in conformance with all laws governing private employers and independent contractors. Under no circumstances shall Foundation Employees be regarded as employees or contractors of the City; however, all Foundation Employees are expected to comply with the terms and conditions of this Agreement.

5. REAL AND PERSONAL PROPERTY.

(a) Real Property. Foundation shall not permanently construct, install, attach, or affix anything in any location on or to City property unless by separate duly executed agreement. Foundation shall have no authority to sell, lease, mortgage, encumber, hypothecate, or otherwise create or assign a property or financial or other security interest in any part of City property.

(b) Personal Property. Any equipment, furnishings, supplies or other personal property now owned or acquired in the future by Foundation for use in connection with Foundation’s activities under this Agreement shall be held in legal ownership by Foundation during the term of this Agreement (“**Foundation Personal Property**”). Foundation may, in its discretion, lend or dispose of Foundation Personal Property, through sale, purchase, trade or loan. Foundation, in its discretion, may cooperate with DPR in the exchange, sharing, or loan of equipment, supplies or other personal property or in the joint purchase of equipment, supplies or other personal property, subject to all applicable Charter or ordinance requirements.

6. OPERATION PLAN.

(a) Foundation and City Services. Except as otherwise expressly provided and subject to the limitations set forth in this Agreement, Foundation shall assign to the City the work and activities under the Permit and Operation Plan, **Exhibit A**, as required by the Permit within and throughout the Recreation Area. Subject to the limitations set forth in this Agreement, the City shall at its own expense unless otherwise stated, maintain and repair the Recreation Area as detailed in the Permit and Exhibit A. In the case of conflicts between the requirements of this Agreement and the requirements of the Permit, the Parties agree that Foundation shall remain responsible for the Permit requirements; but that the Parties shall confer to reasonably ensure that any necessary or critical work is completed at the Recreation Area regardless of conflicts.

(b) Contracting. All work or service the City is obligated to perform under this Agreement may be contracted and shall be subject to each and every provision of this Agreement. Any such service or work contract shall also be subject to Applicable Law (as defined herein), including the City’s competitive selection of service providers, Prevailing Wages, Denver Wage Laws, and the provision of bond or other surety, to the extent applicable. Compliance with the terms and restrictions of this Section 8(b) is the responsibility of the City.

7. PUBLIC BENEFIT AND PARK PURPOSE.

(a) City shall use all reasonable efforts to conduct certain activities and make the Recreational Area for public use and enjoyment, whether by City’s own operations or by entering into sub-agreements with third-parties, all for the purpose of public benefit and enjoyment, including but not limited to publicly accessible visitor use areas as defined in the Operating Plan and to utilize a reasonable amount of any funding and revenue, in the City’s discretion, received as a result of the operations for the beneficial operation and use of the Recreation Area and Denver Mountain Parks.

(b) Planning and Use. The Parties hereby agree and acknowledge that the City’s planned use and activities regarding the Recreation Area, including the Operating Plan, has been reviewed and approved by DPR’s Executive Director. Any material change the Operating Plan shall be subject to this Agreement and consistent with the Permit and with DPR rules, regulations and policies.

(c) Approval Process; Material Change. For any proposed material changes to the Operating Plan, the City and Foundation shall confer and develop those changes including review and approval by USFS. A “material change” shall mean modifications to or expansion of one or more material aspects of previously approved or existing Operating Plan. Decisions made and actions taken by the City in the normal course of and for the day-to-day maintenance, management, operation, and control of the Recreation Area, or in implementing or conducting existing Operating Plan activities shall not be deemed a “material change”. The City’s yearly planning and budgeting process shall not be deemed to be a “material change” except to the extent that such planning and budgeting results in an action, strategy, or decision directly contrary to or inconsistent with an existing Operating Plan. Notwithstanding the foregoing, the Parties acknowledge and agree that the Operating Plan cannot be modified unless approved by USFS.

8. GENERAL OPERATIONAL REQUIREMENTS.

(a) Days and Hours of Operation. The Recreation Area shall be open to the general public on those days and hours designated by USFS and the Permit. The Parties shall periodically confer on schedule of days and hours of operation to ensure compliance with the Permit and the purposes of this Agreement.

(b) Political Activity. No City funds or property shall be used in connection with any activities of a political nature, including, but not limited to, any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat, or final content of any legislation or ballot proposal.

(c) Security and Safety. City shall use reasonable efforts to ensure the same or similar level and extent of safety as provided for the Recreation Area in past years and for similarly situated City property for the benefit of patrons and the general public. Upon request of either Party, the Parties may provide copies of safety policies and programs, if any, and any amendments thereto, to the other Party.

9. REVENUE AND REVENUE SHARING.

(a) The Parties mutually understand and agree that, among other responsibilities, Foundation will collect and account for revenue from fees for the entry to federal lands and City-owned land; that Foundation has been authorized under the Permit to collect fees from entry to federal land; and that by this Agreement Foundation has been authorized to initially collect fees from entry to City-owned land, subject to the terms and conditions of this Agreement. As compensation for the services under this Agreement, a site fee will be collected by City or Foundation (“**Site Fee**”) from visitors of the three visitor use locations within the Recreation Area. The Site Fee is as set forth in the schedule in the Operating Plan. The Site Fee for public reservation and entry fees for the visitor use areas will be collected through Recreation.gov. Foundation shall not be required to collect any minimum amount of revenue, but shall be required to remit fees and revenue as set forth herein.

(b) The Site Fee, less the percentages of gross revenue described below shall be remitted to the City as set forth in this Section 9 (“**City Revenue**”). Foundation will retain fees for:

(i) A fee to Foundation (“**Foundation Fee**”) of 10% of gross revenue for Foundation’s overhead and administrative costs; and

(ii) A fee to USFS for Granger-Thye fee offset (“**Granger-Thye fee**”), of 3% of revenue after other deductions for the Foundation Fee and the City’s facility fee, or as may otherwise be required by the permit on amounts collected for the Mount Goliath and Mt Blue Sky Summit locations within the Recreation Areas. The Granger-Thye fee does not apply to revenue collected for Summit Lake Park.

(c) Foundation will hold an account with Recreation.gov authorized by the USFS. Foundation will provide log-in credentials to approved City staff to allow City to view reservations and availability for customer service purposes. City staff will not have the ability to create or collect payment from Recreation.gov.

(d) Foundation will receive the Site Fee revenue from Recreation.gov on a bi-weekly or more frequent basis.

(e) Foundation will retain its Foundation Fee, then will remit City Revenue to the City on a monthly basis, with payments reflecting the preceding month’s activities received by the City 15th of the month via the DPR Contract Payment Portal or as otherwise directed by the City. Foundation shall provide a financial report by the 10th of the month as set forth in Section 15, below, then City shall provide an invoice for payment to the City.

(f) Foundation may be paid or otherwise retain an amount in addition to its Foundation Fee for other Foundation incurred costs related to the maintenance or operation of the Recreation Area (e.g., vault toilet pumping) subject to invoices or estimates with DPR's prior approval. Invoices shall be provided as part of the monthly revenue draw.

(g) City funds and the handling and distribution of such funds are subject to all City Charter provisions, ordinances, laws, rules, and regulations.

(h) Foundation shall be and shall remain solely responsible for the obligations and requirements under the Permit as they may relate to fees collected for entry to federal lands.

10. UTILITIES AND OTHER SERVICES.

(a) Utilities. The Parties agree and acknowledge that the City is relying upon electrical service to the Welcome Booth to be provided by USFS. City will make all reasonable efforts to ensure electrical service is maintained for the Welcome Booth. City, however, is not responsible for interruptions in electrical service.

(b) Other Services. The City may provide to Foundation other services supplemental to those of Foundation, to the extent agreed upon by the Parties from time to time.

11. FOUNDATION INSURANCE.

(a) General Conditions. Foundation agrees to secure, at or before execution of this Agreement the following insurance covering all operations, goods or services provided pursuant to this Agreement. Foundation shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Foundation shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Foundation. Foundation shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Foundation. Foundation shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance. Foundation shall provide a copy of this Agreement to its insurance agent or broker. Upon City's request at any time during the term of this Agreement, Foundation shall provide a current certificate of insurance evidencing Foundation's compliance

with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Section 16(b) shall not act as a waiver of Foundation's breach of this Agreement or of any of the City's rights or remedies under this Agreement. Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Foundation and subcontractor's or Subtenant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as an additional insured.

(d) Waiver of Subrogation. For all coverages required under this Agreement, Foundation's insurer shall waive subrogation rights against the City.

(e) Subcontractors; Subconsultants. All subcontractors, subconsultants or Subtenants (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) shall procure and maintain applicable insurance. Foundation shall ensure all such Subcontractors and Subconsultants include both Foundation and the City and County of Denver as an Additional Insured on their policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Subcontractors, Subconsultants and Subtenants agree to provide proof of insurance upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance. Foundation shall maintain coverage as required by statute and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(g) Commercial General Liability: Foundation shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Personal Property Insurance. Foundation shall maintain insurance, on a replacement cost basis, for contents and personal property owned by the Foundation.

12. DEFENSE AND INDEMNIFICATION.

(a) Foundation hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by the Foundation, its employees, contractors and agents, under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Foundation or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Foundation's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Foundation's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Foundation will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Foundation under the terms of this indemnification obligation. Foundation shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. IMMUNITY AND CLAIMS.

(a) Immunity. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S., and any other applicable law.

(b) Claims. In the event that any claim, demand, suit or other action is made or brought in writing by any person, firm, corporation or other entity against Foundation related in any way to this Agreement, Foundation shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by Foundation. Such written notice shall be submitted, as provided in this Agreement, to the Executive Director and the City Attorney, 1437 Bannock Street, Room 353, Denver, Colorado 80202.

14. TAXES; LICENSES; LIENS, AND DEBTS.

(a) Taxes. Foundation shall collect and remit all sales taxes and other taxes as required by law (local, state, or federal), shall promptly pay all taxes and excise and license fees of whatever nature applicable to this Agreement including but not limited to possessory interest taxes, and shall not permit any of said taxes and excise and license fees to become delinquent.

(b) Licenses. Foundation shall obtain, keep current, and comply with all licenses, permits, or other authorizations (local, state, or federal) required for the performance of this Agreement. The Executive Director will endeavor to facilitate Foundation's effort to obtain any such license, permit, or other authorization.

(c) Liens. Foundation shall not permit any mechanic's or materialman's lien or any other lien to be imposed upon the property of the City and remain for more than ninety (90) days after notice to Foundation, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any person, partnership, association, company, corporation, or other entity to or for Foundation, either pursuant to C.R.S. § 38-26-107, as amended, or by other authority; provided, however, that if any such lien should, at any time, be filed, Foundation shall not be in violation of this subsection (c) if Foundation causes the same to be discharged of record or posts a bond and commences contest of the same within the foregoing 90-day period.

(d) Debts. Foundation shall promptly pay, when due, all bills, debts, and obligations incurred in connection with its activities under this Agreement and shall not permit the same to become delinquent. Foundation shall suffer no lien, mortgage, judgment, execution, or adjudication of bankruptcy that would, in any way, impair the rights of the City under this Agreement or its rights to the Facilities.

(e) Final Adjudication. Foundation may, diligently and in good faith, challenge, disclaim or contest the application or imposition of any such tax, fee, lien, debt, or obligation, in which case the City shall not be considered due, owing or imposed for the purposes of this Agreement until final adjudication of validity. Foundation may likewise, diligently and in good faith, appeal any judgment, execution, or adjudication of bankruptcy, in which case the same shall not be regarded as impairing the City's rights until final adjudication.

15. REPORTS; AUDITS AND BUDGETS.

(a) Foundation shall provide monthly revenue and financial reports of all financial transaction receipts and expenditures of funds associated with the Agreement for the preceding month's activities, including but not limited to all revenue and funds received from operations and all fees for access to or use of the Recreation Area. The report must be received by no later than the 10th of the month. Once the report is received and approved, DPR will provide an invoice to Foundation for remission of revenue to the City. Payments to the City are due as set forth in Section 9, above.

(b) By April 1, Foundation shall provide an annual revenue and financial report of all financial transaction receipts and expenditures of funds associated with the agreement from the preceding year, including but not limited to all revenue and funds received from operations and all fees for access to or use of the Recreation Area.

(c) Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Foundation's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement upon at least five (5) business days prior written notice to Foundation at the office of the Foundation. Foundation shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of one (1) year after the final payment or delivery of final obligations under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the

United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require Foundation to make disclosures in violation of state or federal privacy laws. Foundation shall at all times comply with D.R.M.C. 20-276.

(d) Other Records; Budget. Upon request, Foundation shall also provide, or request its contractors or Subtenants to provide, adequate documentation of expenditures, including invoices and payroll, with respect to activities under this agreement or performed for or on behalf of Foundation.

16. NON-DISCRIMINATION. Foundation agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on Foundation board and activities under this Agreement. In connection with the performance under this Agreement, Foundation agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts, subcontracts, or agreements it may enter.

17. ALCOHOL & DRUGS POLICY; SMOKING POLICY.

(a) Foundation, its directors, officers, agents, and employees shall cooperate with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Refusal to cooperate with implementation of the policy can result in the City barring Foundation from City facilities or participating in City operations. Foundation, as an employer, shall adhere to the federal, state, and local laws regarding alcohol and drug abuse. Foundation shall, through its personnel rules and regulations, or otherwise, maintain a policy against the possession, use or sale of illegal drugs or the unauthorized use by employees of alcohol in the workplace in order to promote safe, healthful, and efficient operations. Foundation agrees not to use any funds received from the City under this Agreement for the purchase, acquisition, or receipt of consumable alcohol.

(b) Foundation agrees to comply with Executive Order No. 99 and any rules, regulations, or policies adopted by the Executive Director and generally applicable to specified facilities under the auspices of Parks and Recreation.

18. ENVIRONMENTAL COMPLIANCE. Foundation shall obtain all federal, state, and local environmental permits necessary for work and shall comply with all applicable federal, state, and local environmental permit requirements. Foundation shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-containing soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas,

radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, any Colorado statutes serving a similar purpose for environmental regulation, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Notwithstanding the preceding provisions of this Section 23, Foundation is not responsible for curing any environmental hazard which existed on or prior to the Effective Date of this Agreement, unless Foundation discharges Hazardous Materials.

19. TERMINATION. Other than as provided in Section 3, this Agreement may be terminated only as follows:

(a) Foundation Default. In the event that Foundation shall default or breach, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**Foundation Default**”) and shall fail to cure such Foundation Default within ninety (90) days following delivery of written notice from the Executive Director specifying Foundation Default and the date on which the City may exercise its right to terminate the Agreement if such Foundation Default is not cured, the City may, in its reasonable discretion, terminate this Agreement and may exercise any remedy available to it under this Agreement or otherwise at law or in equity.

(b) City Default. In the event the City shall default or breach, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“**City Default**”) and shall fail to cure such City Default within ninety (90) days following delivery of written notice from Foundation specifying the City Default and the date on which Foundation may exercise its right to terminate the Agreement if such City Default is not cured, and Foundation may exercise any remedy available under this Agreement or otherwise at law or in equity.

(c) Cure. Upon mutual agreement of the Parties, the time to cure any Foundation Default or City Default may be extended to a date certain and the manner and extent of cure may be modified. The deadline for any cure under this section shall not excuse the obligation of any defaulting party to take timely and proper action to prevent, stop, mitigate, or alleviate any recent or impending damage or any existing or imminent threat to public health and safety.

(d) Other Termination. Either Party may terminate the Agreement upon ninety (90) days written notice to the non-terminating party. If Foundation opts to terminate under this subsection (d), then Foundation shall remain solely responsible for the requirements and obligations of the Permit. If the City opts to terminate under this subsection (d), then the City may upon notice from Foundation extend the termination notice period to allow Foundation to terminate the Permit.

(e) Effect of Termination. Upon termination of this Agreement, including termination or expiration of this Agreement as provided in Section 3, the permanent improvements contained therein or upon any other City-owned property shall remain the property of the City, and all Foundation Personal Property shall remain Foundation property unless Foundation

Personal Property cannot be removed from City land within one hundred twenty (120) days. Upon request, and if necessary, Foundation shall execute and timely deliver bills of sale to the City for the transfer of Foundation Personal Property. Foundation shall take all reasonable measures to turn over City-owned property to the City in a timely manner and in reasonably good operating condition. All remaining Revenue funds owed to the City and other personal property held by Foundation (not otherwise conveyed to the City under this section) shall be used or distributed by Foundation consistent with the requirements of this Agreement.

20. GENERAL PROVISIONS.

(a) Appropriation. Notwithstanding any provision of this Agreement to the contrary, financial obligations of the City, if any, under this Agreement are contingent upon all funds necessary for performance under this Agreement being budgeted, appropriated and otherwise made available, and any commitments by the City to provide services is contingent upon the necessary funds being budgeted, appropriated, and otherwise made available and the necessary discretionary actions being taken by the City Council and the Mayor. The Parties acknowledge that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(b) Good Faith. The City and Foundation agree to work diligently and in good faith to perform and fulfill the duties and obligations and achieve the purposes of this Agreement and to resolve any unforeseen issues or disputes under this Agreement as quickly and fairly as possible.

(c) Assignment. Foundation shall not assign, encumber, or otherwise transfer any rights or interests granted by this Agreement, in whole or in part, without the prior written consent of the City, and unless the assignee or transferee (1) shall agree to assume, and can reasonably demonstrate the ability to perform, the obligations of Foundation under this Agreement and (2) shall agree to be bound by the terms, covenants, and conditions contained in this Agreement to be performed or satisfied by Foundation with the like force and effect as though such assignee or transferee had been originally named hereunder. No assignment, encumbrance, or transfer of any kind shall be permitted that would extend or be effective beyond the term of this Agreement. Any assignment, encumbrance, or transfer must be approved and executed in the same manner as this Agreement.

(d) Contracting or Subcontracting. Any work that is allowed to be contracted or subcontracted under this Agreement shall be subject, by the terms of the contract or subcontract, to every provision of this Agreement. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. The Party executing the contract or subcontract shall, upon request, provide to the other Party a copy of any written contract or subcontract.

(e) Non-waiver. No party shall be excused from complying with any provision of this Agreement by the failure of the other party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said party.

(f) Applicable Law. The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and applicable to this Agreement. The Executive Director agrees to provide Foundation with reasonable notice of and an opportunity to review and comment on any changes proposed by the Executive Director in City ordinances and DPR rules, regulations, and policies that may be applicable to this Agreement before such changes are enacted or adopted. It is understood that the Executive Director will not, in any event, propose any changes in laws, rules, or regulations applicable to this Agreement as a means to depart from the express terms of this Agreement; provided, however, this provision shall not restrict any authority of the City to adopt reasonable ordinances or rules and regulations which are of general application throughout the City.

(g) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

(h) Conflict of Interest. The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and Foundation further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

(i) No Personal Liability. No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

(j) Force Majeure. No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*. Notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, extreme weather conditions, unforeseen or unpredictable natural forces or disasters or the public enemy, public health or safety emergencies declared by local, state or federal government, pandemics or epidemics, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities. Written notice of any claim of inability to perform or comply due to *force majeure* must be promptly given.

(k) No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(l) Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be deemed delivered upon receipt, if delivered personally or by facsimile transmission (receipt verified by telephone) or electronic mail, or upon the third day following posting by certified mail, return receipt requested, to the following addresses:

If to Foundation:

Kate Fritz, Executive Director
Denver Mountain Parks Foundation
8275 E. 11th Ave., Unit 201652
Denver, Colorado 80220

If to the City or the Executive Director:

Executive Director of Parks and Recreation
City and County of Denver
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

The address for any Party set forth above may be changed at any time by written notice in the manner provided herein to all other Parties.

(m) Entire Agreement. This Agreement, including the exhibits which are hereby incorporated into this Agreement by reference, constitutes the entire Agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(n) Amendment. Except as expressly provided in this Agreement, this Agreement must be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Agreement.

(o) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term or condition that will legally achieve the original intent and purposes of the Parties hereunder.

(p) No Construction against Drafting Party. The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

(q) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

(r) Authority. Each Party represents and warrants that it has taken all actions necessary or required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement.

(s) Execution of Agreement. This Agreement shall not be or become effective or binding until it has been approved by ordinance and it has been fully executed by all signatories of the Parties.

(t) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

(u) Electronic Signatures and Electronic Records. The Parties consent to the use of electronic signatures by the Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

Contract Control Number: PARKS-202683453-00
Contractor Name: DENVER MOUNTAIN PARKS FOUNDATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202683453-00
DENVER MOUNTAIN PARKS FOUNDATION

Signed by:
By: *Kate Fritz*
IDCFA634700D4E7...

Name: Kate Fritz
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

Signed by:
By: *Katy Saunders*
F8BC2FEF6A1048C...

Name: Katy Saunders
(please print)

Title: Board Chair
(please print)

EXHIBIT A

Appendix X: Annual Operating Plan

This document outlines management procedures, roles, and responsibilities for the operation of four administrative and visitor use areas within the Mount Blue Sky Recreational Area and Denver Mountain Parks properties.

The USDA Forest Service, Arapaho and Roosevelt National Forests and Pawnee National Grassland (ARP), manages National Forest System (NFS) lands and fee areas within the Mount Blue Sky Recreational Area. The City and County of Denver (CCD), Department of Parks and Recreation (DPR), owns and operates Echo Lake Park and Summit Lake Park, which are bounded entirely by the ARP. The Denver Mountain Parks Foundation (DMPF) is a non-profit organization that exists to support efforts and activities of the Denver Mountain Parks (DMP), a division of DPR, and will facilitate permit-related obligations for Mount Blue Sky. Colorado State Highway 5 (SH5) extends from County Road 103 to the summit of Mount Blue Sky. The road is maintained by the Colorado Department of Transportation (CDOT).

ARP, DMP, and DMPF all have a vested interest in the safe, effective, and fiscally responsible management of the Mount Blue Sky Recreation Area. Along with management procedures, roles, and responsibilities, this document also describes operations for day-use areas within the Mount Blue Sky Highway/State Highway 5 corridor, including both USFS-owned land reflected in the permit and Denver-owned land that is not part of the permit.

Specific fee-based visitor use areas reflected in this operation plan consist of the following:

- Mount Blue Sky Welcome Station: This ARP-constructed and owned facility is located on DMP land at Echo Lake Park that is leased to ARP;
- Mount Goliath Natural Area and Dos Chappell Nature Center (owned by ARP);
- Summit Lake Park (owned by DPR);
- Mount Blue Sky Summit visitor use area (owned by ARP).

The permit does not include management of non-fee areas, including, but not limited to, vehicle pull-outs, trails, State Highway 5, natural areas, or other facilities outside of the fee areas, or land outside of the jurisdiction of the ARP.

The permit holder is the Denver Mountain Parks Foundation. DMPF will contract with DPR/DMP, as authorized by ARP, for the performance of certain work described in this Operation Plan.

If you have questions, please contact:

Justin Forgensi	Mailing Address
Telephone: 970-309-4861	Clear Creek Ranger District
Email: Justin.Forgensi@usda.gov	101 Hwy 103, Idaho Springs CO 80452

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Annual Operating Season

The annual operating season is generally Memorial Day weekend through Labor Day weekend, weather dependent. The road will open to the public from the Welcome Station to the Mount Blue Sky Summit when CDOT has cleared snow from the entirety of SH5 and has given verbal or written authorization to DMPF and DMP to open the road to the public. DMP will attempt to open the Friday of Memorial Day weekend. Inclement weather and snowfall may delay opening into June.

The gate on SH5 above Summit Lake Park will generally be closed on or after Labor Day, and the remainder of the road will be closed by September 30, depending on weather and road conditions. The season may be extended at the discretion of DMP based on weather conditions but will always close by mid-October (generally October 15 or the Monday thereafter).

Intermittent road closures may occur throughout the operating season when road conditions become unsafe. This decision will be made by DMP in consultation with CDOT and will be communicated to ARP. Other closures may occur due to special events permitted by the ARP.

The Welcome Station will be open seven days a week throughout the operating season within a potential operating window of 7 am to 6 pm. Specific operating hours within that window will be determined in collaboration with the Forest Service.

Staffing

DMP, through its contract with DMPF, will provide a combination of full time and seasonal staff sufficient to meet full time operational needs. Daily schedules and staff distribution will be determined by DMP prior to opening in 2026. Roles and responsibilities are as follows:

Recreation Assistants

- Staff the Welcome Center, greet and orient visitors, review reservations, distribute brochures, report non-compliance, answer questions, and open and close the Welcome Center on a daily basis.
- Collect trash, pick up litter, clean and stock vault toilets.
- Open and close the Dos Chappell Nature Center on a daily basis.
- Assist with human-wildlife conflict mitigation, roving visitor information, and other field duties as assigned.

DMP Park Rangers

- DMP Park Rangers will conduct patrol of visitor use areas from Echo Lake Park to the Mount Blue Sky Summit. Park Rangers will also provide visitor education and check permits for fee areas; respond to incidents and dispatch additional resources as needed; issue verbal warnings throughout the fee areas and issue citations as needed on DMP land; intervene when human-wildlife conflicts arise and call Colorado Parks and Wildlife if conflicts escalate or human or animal injuries or fatalities occur; and serve as liaison with Colorado State Patrol, Clear Creek County Sheriff's Department and Alpine Rescue.

- The Forest Service will frequently provide uniformed presence and assistance with visitor education, forest protection, and enforcement. During patrols, Forest Service employees will check in with staff at the welcome station.

DMP Maintenance

- DMP maintenance staff will conduct seasonal opening and closing procedures for facilities. In the spring, this includes installing signs, connecting the solar panel at the Dos Chappell Nature Center, removing window/door shutters, opening vault toilets, and inspecting for any new condition issues. In the fall, this includes removing signs, removing the solar panel at the Dos Chappell Nature center, installing window/door shutters, arranging for the pumping of vaults, and securing the vaults for the winter. Complete minor repairs and maintenance on facilities throughout the operating season, including parking lots, fee area trails, vault toilets, signs, the Dos Chappell Nature Center, Summit Lake Park, and the Mount Blue Sky Summit area.

Additional staff may be added as determined by DMP.

DMP, through its contract with DMPF, will furnish and train all personnel and supervise their activities. DMP and the DMPF will, as related to its own respective employees, comply with applicable state and federal laws and regulations governing employment, wages, and worker safety, equal opportunity, civil rights, workers compensation, and employment of people with disabilities and noncitizens.

1. Supervision and Management

Designated representatives with authority to make decisions include the following:

Executive Director, Denver Mountain Parks Foundation
Kate Fritz
Kate@dmpf.net

Denver Mountain Parks Director
Shannon Dennison
Shannon.Dennison@denvergov.org

2. Personnel

Staff will be based out of Echo Lake Lodge adjacent to the Welcome Station. Staff will work five 8-hour shifts or four 10-hour shifts. Staff shifts may begin at Denver Mountain Parks headquarters in Morrison or may report directly to Echo Lake Park.

3. Employee Training

DMPF will require DMP to Park Ranger staff to attend DPR's ranger academy or annual training refresher. Non-ranger DMP staff will attend mandatory online training for IT security, hazard mitigation, personal safety, and related training. DMP staff will receive additional training in wildlife behavior, human-wildlife conflict, site history, natural resource information, and verbal de-escalation. If available, DMP staff will also attend a 16-hour Certified Interpretive Host training through the National Association for Interpretation. ARP staff will provide training in the use of Recreation.gov, welcome station operations, and site and resource management subjects.

4. Employee Conduct

DMP will be responsible for the conduct of DMP employees, including ensuring that they conduct themselves professionally at all times, and will comply with all applicable federal, state, and local laws. Federal prohibitions include but are not limited to:

- Engaging in conduct prohibited by Forest Service regulations at 36 CFR Part 261, Subpart A; and
- Being under the influence of intoxicating beverages or narcotic drugs while on duty.

5. Uniforms and Motor Vehicle Identification and Use

DMPF will require DMP Park Rangers to wear Denver's approved ranger uniform. Recreation assistants will wear DMP-provided uniforms shirts featuring the Denver Mountain Parks logo, green trousers, black or brown shoes, and a logoed hat. An engraved gold nametag will be required at all times. Uniforms are expected to be clean and free from damage or stains. Notwithstanding, DMP may in its sole discretion modify its uniform as it sees fit.

Denver Mountain Parks will provide marked vehicles featuring light bars and clear identification for park rangers. Non-ranger staff will be provided either with a marked Denver fleet vehicle or a rental vehicle featuring a temporary magnetic logo.

Timed Entry and Fees

DMPF will establish an account with Recreation.gov and will provide access to DMP staff. Forest Service personnel will provide training to DMP and DMPF staff. DMP staff will have access to Recreation.gov to review and change reservations, but will not have the ability to process payment for new reservations. If visitors arrive without a reservation, DMP staff will direct them to the nearest location with cell phone connectivity so that they may make their own reservation.

Federal Lands Passes (also known as America the Beautiful Passes) will not be accepted or recognized for timed entry or visitor use area fees. A limited number passes will be made available to residents of Denver and Clear Creek Counties through city/county programs, such as libraries, rec centers, or similar institutions. Members of federally recognized tribes will be given free entry upon presentation of a tribal enrollment ID.

The fee schedule will be simplified to a single all-sites pass with a flat fee assessed per vehicle, which consists of \$5 for Summit Lake Park and the remainder for the Mount Goliath and Mt Blue Sky Summit recreation areas. The all-sites pass includes the Mount Goliath/Dos Chappell Nature Center fee area, Summit Lake fee area, and the Mount Blue Sky Summit fee area. There will be no charge to access the USFS fee areas via foot or bicycle. Pedestrian and bicycle use of Summit Lake Park will still require a \$5 fee payable at the fee tube in the park (no reservation required). DMP staff will empty the tube on a regular basis and provide fee envelopes to the DMPF for processing. Vehicles that stay on State Highway 5 and do not enter the fee areas will not be charged a fee and do not require a reservation.

DMPF will require DMP to utilize Notice of Fee Requirement envelopes for non-compliant vehicles located in fee areas, and may issue citations where jurisdiction allows.

DMPF may increase the all-sites pass in 2027 or thereafter as shown below with written justification and ARP approval.

2026 Fee Schedule				
Type	Cars	Motorcycles	Bicycles/Pedestrians	Pass holders
All-sites pass	\$20	\$15	No fee	No fee
Road access only	No fee	No fee	No fee	No fee

Potential 2027-2028 Fee Schedule				
Type	Cars	Motorcycles	Bicycles/Pedestrians	Pass holders
All-sites pass	\$25	\$20	No fee	No fee
Road access only	No fee	No fee	No fee	No fee

Customer Service

DMPF will require DMP to prioritize a high level of customer service that responds to customers’ requests in a helpful, timely, courteous, and professional manner. Customer service comment cards will be made available to the public upon request.

The Forest Service reserves the right to conduct random use counts and surveys in the permit area regarding the service they are receiving. Surveys may be used for ongoing monitoring, as well as the annual performance evaluation (FS-2700-34, Appendix A).

Pre-Season Operations

DMPF will require DMP to conduct the following pre-season inspections and maintenance before the annual operating season begins.

1. Annual Pre-Season Safety and Facility Inspections

DMPF will require DMP to perform and document annual pre-season safety and facility inspections of the following facilities:

- Welcome Station and gate;
- Mount Goliath Nature Center, parking lot, vault toilet, signs, and trail within the fee area;
- Mount Blue Sky Summit visitor use area parking lot, vault toilet, signs, and Crethouse ruins.

2. Pre-Season Maintenance

DMP will conduct a thorough cleaning of the Welcome Station and vault toilets prior to the operating season. This includes:

- Clean and sanitize toilet facilities and check toilet vault levels;
- Remove any litter from the site;

- Empty trash receptacles;
- Remove any graffiti;
- Open and uncover facilities, remove snow from sidewalks, and install signs.

DMP will evaluate and repair safety and maintenance deficiencies identified during the inspection. DMP, DMPF and ARP will confer and mutually determine which deficiencies need to be corrected before the operating season begins, weather permitting, and the costs of correction. Corrections shall be subject to revenue and other appropriations available to DMP. DMP will complete the mutually agreed upon correction and provide documentation to DMPF and ARP.

Operational Requirements During the Operating Season

DMP will conduct routine inspections and facility maintenance throughout the operating season. Frequency of service is as follows:

Daily Maintenance:

- Clean and stock vault toilets;
- Empty trash receptacles;
- Pick up litter in the parking lot and around the site.
- Open, close, and clean the Dos Chappell Nature Center.

Monthly Maintenance:

- Visual inspection of all facilities, signs, parking lots, and trails within the permit area.

Seasonal Maintenance:

- Pre-season inspection and maintenance (as reflected in prior sections);
- Pump vault toilets at the end of season or as needed (effluent will not be allowed to overwinter);
- Secure buildings for the winter.

All maintenance and repair will be noted in a seasonal log. Maintenance and repair are not subject to Granger-Thye (GT) fee offset. Only Government maintenance, reconditioning, renovation, and improvement is subject to GT fee offset under a GT fee offset agreement.

Specific tasks for buildings and facilities are described below.

Buildings:

- Remove graffiti and repair vandalized facilities.
- Complete minor maintenance tasks, repair wear and tear for door handles, doors, toilet seats, etc.

Toilet Facilities:

- Inspect, clean, and stock vault toilets;
- Minimize odors to the extent possible;
- Remove any exposed human waste immediately upon discovery;
- Keep the outside pad and exterior of toilet buildings free of dirt and debris.

- Paint the interior of toilet facilities in a color approved by the Forest Service on an as-needed basis.
- Completely pump toilet vaults when they become full and at the end of each operating season.

Fee area walkways, trails, and signs:

- Keep walkways and trails within the fee area free of obstructions and excess vegetation;
- Remove graffiti
- Replace or repair signs if they become damaged or stolen.

Trash Receptacles

DMPF will require DMP to utilize existing trash receptacles on site. When and if new trash cans are needed, DMP will install brown Bear Saver metal trash cans. Trash will be emptied daily or as needed and disposed of at Echo Lake Lodge or at Denver Mountain Parks headquarters in Morrison.

Road and Trail Maintenance

Road maintenance will be performed by the Colorado Department of Transportation. DMPF and DMP will work with CDOT to ensure parking lot striping is adequate and visible. DMPF will require DMP to maintain trails within the fee areas and to keep them free of encroaching vegetation and other hazards. The maintenance of trails outside of Forest Service day-use sites is not the responsibility of the DMPF or DMP. If DMP receives reports of trail conditions or maintenance needs, DMP will notify the Forest Service representative.

Signs and Information

1. Bulletin Boards, Signs, Interpretive Panels, Brochures, and Fee Stations

DMPF will require DMP to ensure that information boards look professional and uncluttered and contain appropriate and current information. DMP will collaborate on signage and interpretive panel design to ensure they meet USFS sign standards and interpretive plans.

The USFS, DMPF and DMP will collaborate on the design and content of brochures and other hand-outs provided at the Welcome Station. DMP or DMPF will fund and install all wayfinding signage and printed materials. The Forest Service will either facilitate the production of brochures through the Government Printing Office at the expense of DMPF or DMP, or will provide DMPF and DMP with graphics suitable for production at an external vendor. Notwithstanding, ARP shall provide the cost of brochures for the 2026 operating season. DMP and DMPF shall mutually agree upon the cost between them for subsequent years.

DMPF or DMP will supply all informational signs and posters and subject to Forest Service review and approval. The Forest Service will furnish information on companies that sell Forest Service-approved signs.

2. Interpretive Programs

DMP and the DMPF may provide interpretive programming or may partner with the Denver Botanic Gardens, Denver Zoo, or similar partners to provide educational and interpretive programming. Any interpretive programs will meet applicable accessibility requirements.

3. Advertising and Accurate Representation

DMPF and DMP will not misrepresent in any way, either orally, online, or in print, any aspect of the authorized use and occupancy, including services provided by DMPF or DMP, the status of the permit, or the permit area. All forms of public communication will state that the permit area is located in the Arapaho-Roosevelt National Forest.

4. Identification of Concession Operation

DMPF will require DMP to post a sign near the Welcome Station stating that the fee area is operated under a permit issued by the Forest Service that includes our contact information.

5. Title VI Compliance

The proposed annual operating plan must provide for posting signage with Forest Service-approved wording documenting compliance with Title VI of the Civil Rights Act of 1964, such as USDA's And Justice for All poster.

The proposed annual operating plan must provide for the Unicorn P23-43 Welcome to Your National Forests poster or a Forest Service-approved equivalent to be posted on entrance boards to inform the public of applicable prohibitions in Forest Service regulations at 36 CFR Part 261, Subpart A.

Fire Prevention and Suppression Plan

Neither DMPF nor DMP have the ability to suppress wildland or structural fires. DMPF will require that all DMP vehicles are equipped with a fire extinguisher, and fire extinguishers will be placed where required by code. In the event of a wildland or structural fire, staff will be directed to call 911. DMP will utilize any existing evacuation plans put in place by the Forest Service.

Emergency Response

DMP Park Rangers are equipped to respond to minor emergencies such as rendering first aid, conducting hasty searches, responding to dogs off leash, managing visitor conflicts, theft, intervening in potential human-wildlife conflicts, and similar incidents within the fee areas.

For more serious emergencies, Park Ranger staff will notify Clear Creek County dispatch via radio communication. Staff without radios will dial 911 on the telephone. DMP will notify Forest Service staff promptly of any serious emergencies.

Law Enforcement and Rules of Use

1. Law Enforcement

Forest Service, state, and local law enforcement each have enforcement roles within the Mt Blue Sky recreation area. Form FS-2700-34, Appendix XXX, addresses enforcement authorities and responsibilities at campground concessions (FSM 2342.1, exhibit 01).

2. Rules of Use

DMPF and DMP will work with the Forest Service to enforce applicable rules and provide education to visitors. DMP Park Rangers will enforce DPR Park Use Rules at Summit Lake and Echo Lake Park. DPR Park Rules are applicable only to Summit Lake, Echo Lake, and other DMP parks. DMP Park Rangers will provide education, verbal redirection, and assistance to visitors in the Forest Service fee areas but law enforcement will be limited to Forest Service personnel, Colorado Parks and Wildlife officers, and Clear Creek County Sheriff's Deputies.

DMPF will require DMP Park Rangers to provide education and verbal redirection for violations including, but not limited to, the following:

- Dogs off-leash
- Harassing, feeding, or interfering with wildlife
- Failure to pay day use fees
- Minor resource damage
- Excessive noise
- Improper disposal of waste
- Parking in undesignated areas
- Use of motor vehicles off designated routes
- Overnight camping in day use areas

DMP Park Rangers will refer more serious offenses or offenses that take place outside of the fee area to the appropriate law enforcement authority. Such violations include, but are not limited to, the following:

- Discharge of firearms
- Excessive speed on the roadway
- Significant resource damage
- Unlawful criminal activity
- Harassing, feeding, or interfering with wildlife resulting in injury to people or wildlife
- Vandalism

Additional authorities may be explored in collaboration with the Forest Service.

Communications Systems

DMPF will require DMP Park Rangers to be equipped with two-way radios and cell phones. A base station will be placed at the Welcome Station. DMP will maintain regular contact with USFS personnel via telephone, email, and radio.

Wildlife

DMPF will require DMP to work with the Forest Service, CPW, and other partners to reduce the potential for human-wildlife conflicts, particularly involving bighorn sheep and mountain goats. DMP will work with Denver Zoo and CPW to seek increased volunteer presence at Summit Lake and the Mount Blue Sky Summit to educate park visitors about proper and safe wildlife viewing.

Vegetation Management

Very little vegetation management is anticipated due to the alpine environment of the Mt Blue Sky recreation area. Vegetation management will generally be limited to treatment of noxious weeds within the fee areas using hand removal other methods approved by the Forest Service. Herbicides will generally not be used in this environment except under extreme conditions and with prior approval from the Forest Service.

Performance Evaluations

DMPF understands that the Forest Service, to the extent they deem feasible and appropriate, will conduct a performance evaluation during the annual operating season and, to the extent deemed feasible and appropriate by the Forest Service, to conduct a follow-up performance evaluation before the end of the annual operating season to determine whether any noncompliance identified during the mid-season performance evaluation has been corrected.

Post-Season Safety and Facility Inspection

Forest Service has no duty to inspect the permit area or operations for hazardous conditions or compliance with health and safety requirements or to correct hazards identified in the permit area. DMP will be responsible for conducting and documenting an annual post-season safety and facility inspection and preparing and submitting a report of the inspection to the Forest Service. Once deficiencies are identified, Forest Service, DMP, and DMPF shall confer and determine an agreed upon plan for correcting the deficiencies, division of costs, and schedule for correction. In all cases the corrections shall be completed as soon as practicable but no later than before the next operating season begins, weather permitting.

Mt Blue Sky Fee Areas



Echo Lake



Welcome Station (USFS facility on DMP property)

5

Mt Goliath/Dos Chappell Nature Center (USFS)



5




Summit Lake Park (DMP)



Cresthouse Visitor Use Area (USFS)



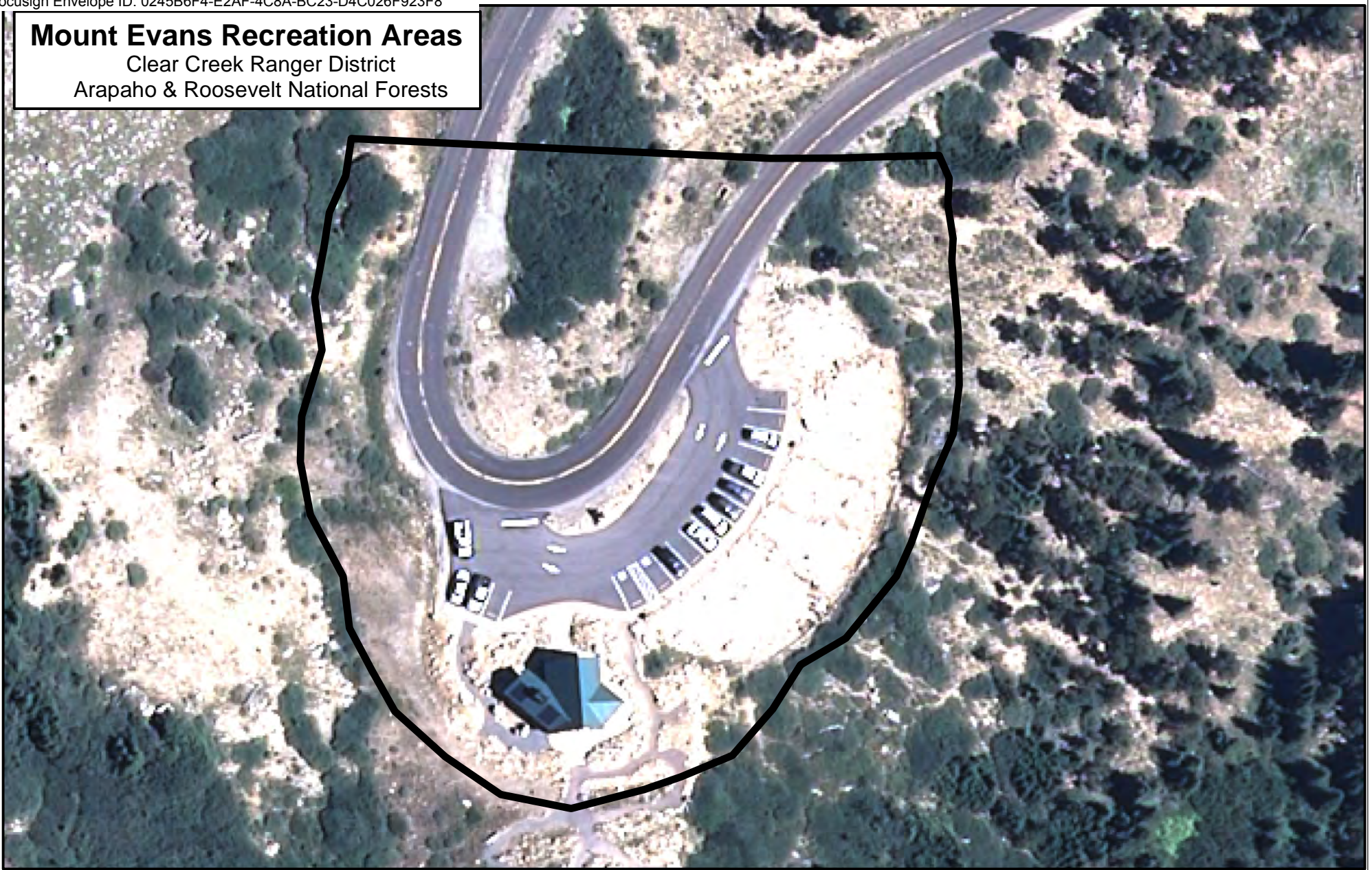
Legend

-  Echo Lake
-  Fee Areas
-  Visitor Use Areas




Mount Evans Recreation Areas

Clear Creek Ranger District
Arapaho & Roosevelt National Forests

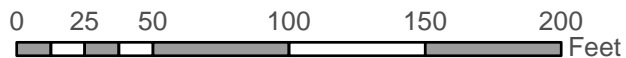


Fee Area Detail Map

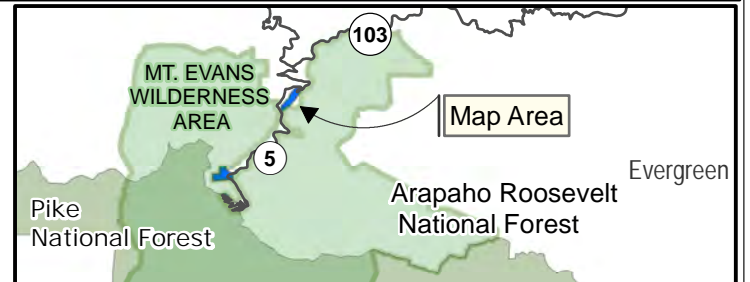
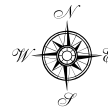
Mount Goliath Fee Area

 Fee Area Boundary

1 inch = 70.5 feet



Map Prepared by M.Hattis May 11, 2012



Mount Evans Recreation Areas


Clear Creek Ranger District
Arapaho & Roosevelt National Forests

Summit Lake

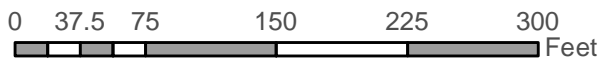


Fee Area Detail Map

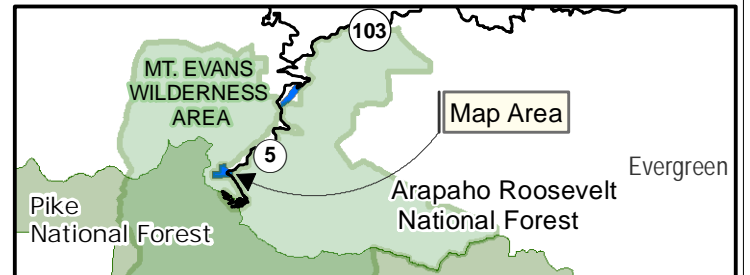
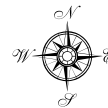
Summit Lake Fee Area

 Fee Area Boundary

1 inch = 110 feet



Map Prepared by M.Hattis April 17, 2012 Revised by: A. Coe May 25, 2012



Mount Evans Recreation Areas

Clear Creek Ranger District
Arapaho & Roosevelt National Forests

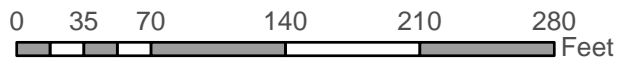


Fee Area Detail Map

Summit of Mount Evans Fee Area

 Fee Area Boundary

1 inch = 100 feet



Map Prepared by M.Hattis May 11, 2012

