# Elected Officials Transportation Committee (EOTC) Retreat

## Thursday, April 23, 2026 - 3:00 – 6:00 pm

**Aspen City Hall Council Chambers**
**427 Rio Grande Place, Aspen, CO 81611**
**Host – City of Aspen**

**MEETING IS VIRTUAL AND IN PERSON**

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Passcode:81611 Join via audio: +1 346 248 7799 US Webinar ID: 814 3187 6303 Passcode: 81611

## AGENDA

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|---|---|---|
| **I.** | **3:00 – 3:15** | **Introductions** |
| **II.** | **3:15 – 3:30** | **EOTC History and Key Accomplishments** |
| **III.** | **3:30 – 5:00** | **Funding Scenarios and Future Projects** |
| **IV.** | **5:00 – 5:45** | **Governance Structure** |
| **V.** | **5:45 – 6:00** | **Summary/Final Thoughts** |
| **VII.** | **6:00** | **Adjourn Meeting** |

**EOTC Vision:** We envision the Roaring Fork Valley as the embodiment of a sustainable transportation system emphasizing mass transit and mobility that contributes to the happiness and wellbeing of residents and visitors.

**EOTC Mission:** We work collectively to reduce and manage the volume of vehicles on the road and parking system and continue to develop and support a comprehensive multimodal, long-range strategy that will insure a convenient, equitable and efficient transportation system for the Roaring Fork Valley.

# AGENDA ITEM SUMMARY

**EOTC RETREAT DATE:** April 23, 2026

**AGENDA ITEM TITLE:** EOTC History and Milestones

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**ISSUE STATEMENT:** Many officials are new to the EOTC since the prior retreats in 2020 and 2022. The following list of accomplishments and milestones since the organization's formation in 1993 may help inform current and future direction of the EOTC:

## ACCOMPLISHMENTS AND MILESTONES

- 1993
  - Successful Vote for ½ Cent Countywide Transportation Sales and Use Tax "for the purpose of financing, constructing, operating, or maintaining a mass transportation system" within the Roaring Fork Valley.

  - IGA signed with Pitkin County, Town of Snowmass Village, and City of Aspen to support the ½ Cent Countywide Transportation Sales and Use Tax. IGA also:
    - Created EOTC
    - Adopted Comprehensive Valley Transportation Plan
- 1995
  - Doubling of Bus Service between El Jebel and Snowmass Village
  - Entrance to Aspen EIS Agreement and endorsement of 10 project objectives
  - Draft Entrance to Aspen EIS Completed, additional options added leading to Supplemental EIS
  - Airport Park and Ride (completed in 1998)
- 1996
  - Draft Entrance to Aspen Supplemental EIS Completed
  - Aspen Voter Approval for 2-lane general traffic and rail across Marolt/Thomas property for Modified Direct Alignment (Preferred Alternative)
  - Final Entrance to Aspen EIS Completed
  - D&RGW Right of Way Acquired
  - Snowmass to Aspen Linkages Task Force created, recommending:
    - Continued study of long-term alternatives
    - Discontinue discussion of Owl Creek Road as Transit Corridor as identified in Comprehensive Valley Transportation Plan
- 1997
  - EOTC Commitment to funding Entrance to Aspen: commits unobligated funds for the valley-wide rail project and related improvements.
  - Roaring Fork Railroad Holding Authority formation and EOTC participation (through 2000)
- 1998
  - Entrance to Aspen Record of Decision: Preferred Alternative - Modified Direct
  - Unsuccessful County vote on rail
  - Corridor Investment Study (through 2004) with following conclusions:

    - Rail alternatives had "marginal financial feasibility" with capitol cost of $306 million in 2004
    - Recommended further study of Bus Rapid Transit (BRT) service

- 2000
  - Creation of Regional Transportation Authority (RTA)
    - EOTC commits 48.04% of the ½ cent sales tax to RTA
  - Voter approval for:
    - $7 million for Snowmass Village Transportation Improvements
    - $1.5 million for safety improvements to bus stops in Pitkin County
    - $7.5 million for buses, maintenance facility improvements, and affordable housing for RFTA
    - Provide funds to participate with CDOT in the completion of the transit-related improvements to the Entrance to Aspen
- 2001
  - Unsuccessful City of Aspen Vote on Bus Lanes through Marolt/Thomas property
- 2002
  - Entrance to Aspen Alignment Vote – Both City and County voters said they preferred the S-Curve alignment
- 2004
  - Successful Vote on Additional Funding for RFTA
    - 81.04% of the ½ cent sales tax committed
    - Contingent on an additional 0.25 RFTA sales and use tax being approved in Basalt, Eagle County, Carbondale, and Glenwood Springs
- 2006
  - X-Games Transit Subsidy started
- 2007
  - Brush Creek Park and Ride Expansion
  - Successful Vote on Bus Lanes from Buttermilk to Roundabout
  - Entrance to Aspen Reevaluation – Preferred Alternative upheld
- 2008
  - Maroon Creek Bridge completed
  - Free bus service between Snowmass Village and Aspen begins
  - Bus Lanes from Buttermilk to Roundabout completed
- 2011
  - AABC Underpass completed
- 2012
  - Rubey Park Transit Facility Renovation Design (Completed in 2015)
- 2013
  - Bus Rapid Transit (BRT) service and improvements implemented
- 2016
  - Basalt Underpass completed
- 2017
  - Grand Avenue Bridge Transit Mitigation
  - Upper Valley Mobility Report
  - We-Cycle funding began
- 2018
  - RFTA Ballot Measure 7A passes
  - Regional Transportation Administrator Hired
- 2019
  - Dynamic Message Sign Installed on Hwy 82

- Retreat – Outcome to get EOTC internal ‘house in order’
- Brush Creek P&R FLAP Improvement Design Review

- 2020
  - EOTC adopts first Strategic Plan
  - EOTC updates Comprehensive Valley Transportation Plan
  - Integrated Mobility System (IMS) Study begins w/ end of year report out
  - EOTC budget reworked to remove and replace ‘lock boxes’
  - Brush Creek P&R FLAP Improvement Design Review
- 2021
  - EOTC updates Governance Intergovernmental Agreement (IGA)
  - EOTC adopts Upper Valley Transit Improvement Program
  - Budget Mitigation Completed for HB19-1240 (change in Sales and Use Tax collections) – RFTA Assumes Cost of Aspen, Snowmass, Woody Creek No-Fare Service
  - Integrated Mobility System (IMS) Study concludes w/ report out
  - Upper Valley Transit Enhancement Study concludes w/ report out
- 2022
  - EOTC adopts New Term Transit Improvement Program (NTTIP)
  - Integrated Mobility System (IMS) Study Phase II concludes
  - Permanent Automatic Vehicle Counters project begins (NTTIP)
  - Buttermilk Pedestrian Crossing Project begins (NTTIP)
  - Owl Creek Rd to Truscott Trail project begins (NTTIP)
- 2023
  - Brush Creek Park & Ride FLAP Improvements construction begins
  - Snowmass Direct Transit Service study completed
  - NTTIP projects proceed
  - Permanent Automatic Vehicle Counter vendor selected
- 2024
  - Brush Creek Park & Ride Monitoring and Management Plan begins
  - Permanent Automatic Vehicle Counters installations complete
  - AABC Multimodal Plan initiated
  - Buttermilk Pedestrian Crossing reports out
  - Owl Creek to Truscott Trail design continues
- 2025
  - Voters approve new phase of Entrance to Aspen EIS
  - Brush Creek Monitoring and Management Plan approved
  - Buttermilk Pedestrian Crossing shifts to at-grade design
  - Permanent Automatic Vehicle Counter System audits complete
  - Paid parking/management system at Buttermilk deployed
  - Owl Creek to Truscott Trail design complete; easement in progress
  - WE-Cycle expands to Pitkin County; AABC and Airport

## AGENDA ITEM SUMMARY

**EOTC RETREAT DATE:** April 23, 2026

**AGENDA ITEM TITLE:** Funding Scenarios & Future Projects

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**ISSUE QUESTION:** Should the EOTC expand options for transportation improvements by changing its funding policy? What are examples of future transportation projects and possible funding scenarios?

**BACKGROUND:**
In 1993 Pitkin County voters approved a tax to fund mass transit services, resulting in both 1% and 0.5% distributions. Of the 1% Mass Transit Tax: 48.13% goes to RFTA (minus their debt service which the County pays). 51.87% goes to City of Aspen and Snowmass Village based on the proportionate share of the tax collected in each jurisdiction. The percentage split between the two municipalities changes on a month-to-month basis but is roughly 10.5% to SMV and 41.4% to CoA. The EOTC and County retain none of this category. Of the 0.5% Mass Transit Tax: 81.04% goes to RFTA and 18.96% goes to the Transit Sales & Use Tax fund for the EOTC to use.

For example, the unaudited distribution for 2025 are:

**1%**
RFTA - $10,820,435
City of Aspen - $9,770,229
Town of Snowmass Village - $2,464,461

**0.5%**
RFTA - $9,627,864
EOTC - $2,252,521

The 1993 ballot language authorizes the taxes "for the purpose of increasing and improving the public mass transportation system within the Roaring Fork Valley," and requires that such mass transportation system improvements be approved by intergovernmental agreement among Pitkin County, the City of Aspen, and the Town of Snowmass Village. Colorado statute defines "mass transportation" or "mass transit" as a coordinated system of transit modes that transports the general public by bus, rail, or other means of conveyance moving along prescribed routes. This enabling legislation establishes the general category of permissible expenditures, while the 1993 ballot question narrows and controls the specific purpose approved by the voters.

Since 1993 the tax has funded a variety of successful transportation projects, including RFTA's valley-wide system, transit systems in Aspen and Snowmass and myriad other efforts. As growth, increases in housing costs driving our commuting workforce further downvalley, ever-increasing popularity of visitor attractions to Aspen and Snowmass, and other factors, the transportation system is increasingly burdened to address capacity needs and reduce the undesirable results of congestion. In recent years the question has arisen whether the EOTC should consider changing the policy for its share of the transit tax to fund new transportation strategies going into the future. A notable example of recent requests for EOTC funding are local “connector” services that offer free or low-cost rides, but do not restrict those rides to first and last mile connections to transit. While such services may be desirable to a community, they likely do not qualify for EOTC funding under the current regulations.

Staff proposes a two-level approach to exploring funding scenarios, 1) strategic questions pertaining to the mission of EOTC, and 2) specific examples of trip reduction solutions new to the Roaring Fork Valley plus those that build on existing successful programs.

**Strategic Options**

-Expanding EOTC funding scope throughout the RFV and beyond to include TDM strategies that focus on getting people into and out of Pitkin County.

-Funding projects that primarily focus on Snowmass and Aspen with the idea that working inside of the county is the mandate and the most impactful.

-Restrict transit sales and use tax revenues to funding existing upper valley transit and other projects while doing away with the EOTC portion of the tax revenues.

**Future Projects**

**Adopt a one to five year planning strategy**. This would replace the Comprehensive Valley Transportation Plan (CVTP), last updated in 2020. Many goals from the CVTP have been accomplished, or specific actions to achieve them or are outside of Pitkin County and subsequently, the purview of the EOTC. In addition, other CVTP strategies as worded lack specific steps for implementation, so a fresh approach and new ideas/initiatives may be in order, such as transit service expansion, transportation demand management initiatives, and congestion reduction projects in Pitkin County and possibly throughout the Roaring Fork Valley region.

**Fund regional transit/mobility service gaps and initiatives beyond Pitkin County and throughout the RFV**. These efforts such as the Hogback and various first/last mile mobility services could help reduce trips into the upper valley,

**Regional Carpooling App creation, support, and maintenance.** There are opportunities to partner with entities throughout the Roaring Fork and Colorado River Valleys, such as the Northwest Colorado Council of Governments (NWCCOG), cities, counties and key employers.

**Regional or county-wide Parking Management Plan.** Scarce and/or high-cost parking is an effective strategy for discouraging single-occupant vehicle trips.

**Pitkin County Airport closure traffic mitigation plan and transit funding.** Collaborate with local tourism organizations and businesses to provide temporary transit services to bring visitors to the Roaring Fork Valley in 2027 while the airport is closed.

**Employer Trip Reduction Services.** Continue or build upon City of Aspen’s program supporting employers to encourage workers to choose modes other than their private vehicles.

**Transit improvement support.** Options for new types of transit have been suggested, for example shuttles out of Brush Creek Park & Ride, direct service to the hospital area, and others.

Such services would build on RFTA's regional service as well as transit services within Aspen and Snowmass Village.

**TDM Ordinances targeted toward new development, construction site trip reduction, and large employers.** A new approach for the Roaring Fork Valley, regulations and ordinances governing motor vehicle travel have been successful in many areas of the U.S. over the last three decades. A key benefit of TDM ordinances is the potential to spread the responsibility for congestion reduction throughout the entire community.

**Optimizing Brush Creek for increase in trip conversion**. For workers who commute in from long distances such as Garfield County and prefer to drive their own vehicles into the County, offering more ways to convert those vehicle trips to other modes out of Brush Creek could help reduce congestion into Aspen and Snowmass. Strategies could include increasing current RFTA services, deploying other types of transit, establishing employer vanpools, and promoting bicycling (if bridge projects move forward).

**Travel Behavior Analysis to inform all TDM efforts**. This comprises a deep dive into understanding the human beings who travel in our valley, why they choose the transportation behaviors they do, how much we can reasonably expect to change those behaviors, and what are all the different strategies to achieve behavior change.

**ATTACHMENTS:**
Comprehensive Valley Transportation Plan, 2020

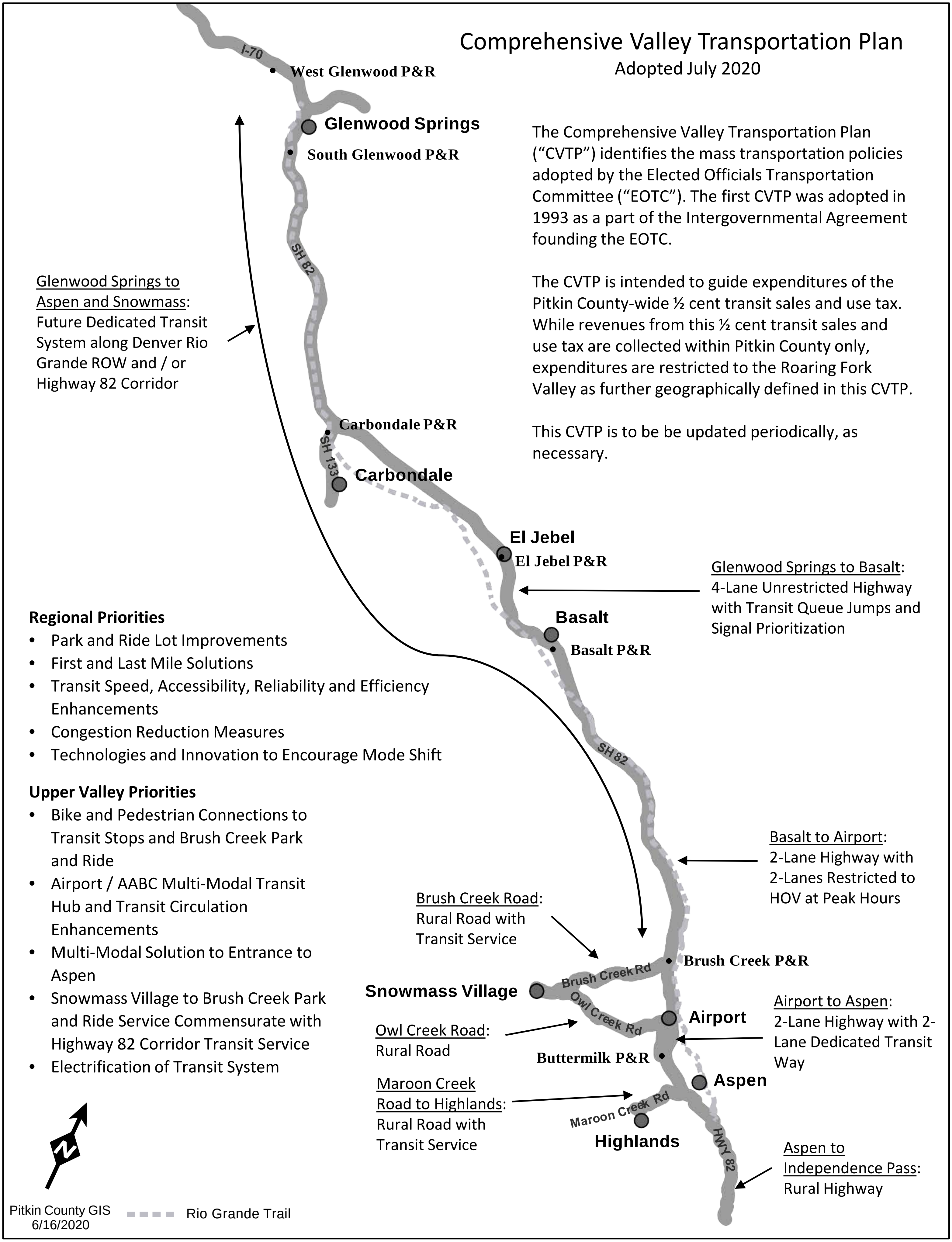
# Comprehensive Valley Transportation Plan

Adopted July 2020

The Comprehensive Valley Transportation Plan ("CVTP") identifies the mass transportation policies adopted by the Elected Officials Transportation Committee ("EOTC"). The first CVTP was adopted in 1993 as a part of the Intergovernmental Agreement founding the EOTC.

The CVTP is intended to guide expenditures of the Pitkin County-wide ½ cent transit sales and use tax. While revenues from this ½ cent transit sales and use tax are collected within Pitkin County only, expenditures are restricted to the Roaring Fork Valley as further geographically defined in this CVTP.

This CVTP is to be be updated periodically, as necessary.




**Regional Priorities**

- Park and Ride Lot Improvements
- First and Last Mile Solutions
- Transit Speed, Accessibility, Reliability and Efficiency Enhancements
- Congestion Reduction Measures
- Technologies and Innovation to Encourage Mode Shift

**Upper Valley Priorities**

- Bike and Pedestrian Connections to Transit Stops and Brush Creek Park and Ride
- Airport / AABC Multi-Modal Transit Hub and Transit Circulation Enhancements
- Multi-Modal Solution to Entrance to Aspen
- Snowmass Village to Brush Creek Park and Ride Service Commensurate with Highway 82 Corridor Transit Service
- Electrification of Transit System

## AGENDA ITEM SUMMARY

**EOTC RETREAT DATE:** April 23, 2026

**AGENDA ITEM TITLE:** EOTC Governance Structure

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**ISSUE QUESTION:** Should the EOTC consider an alternative governance structure wherein some types of business may be conducted without all 15 members present in a regular EOTC meeting? There has been concern expressed over the years of the difficulty of scheduling 15 busy people for meetings and whether there is a more efficient model for governance.

**BACKGROUND:** The 15-member EOTC meets several times per year, typically between one and four times, to guide the work plan, approve the annual budget and any supplemental requests, to receive updates from staff on current projects, and to have collaborative discussions on transportation challenges and issues. The most recent EOTC Intergovernmental Agreement (IGA) between the Town of Snowmass Village, Pitkin County, and the City of Aspen from 2021 reaffirmed procedures for conducting business and approving spending as follows: A quorum, defined as a majority of the membership from each of the parties, must be in attendance to officially act at an EOTC meeting. In the event that quorum cannot be established at a regularly scheduled EOTC meeting then the meeting may be continued or rescheduled to a date where a quorum can be achieved. In the event a business decision needs to be acted upon sooner than a quorum can be achieved, then the subject matter(s) may be rescheduled by the individual parties for consideration at their respective regular meetings. This option has been utilized several times over the years, most recently in 2024 when opportunities to fund new transportation projects arose during the year after the annual budget and workplan had been approved.

**PROPOSED STRUCTURE CHANGE**

Both Electeds and Staff have suggested through the years that a subcommittee-type structure be considered, wherein a small group of EOTC members, for example one to two members from each agency, meet with staff to discuss transportation issues and opportunities that may arise from time to time. This smaller group could provide valuable support and counsel for staff, either by meeting as a group or being available through individual communication such as email or phone. It may also be an option to amend the IGA to allow this group to make decision on the annual workplan and budget. A good example are the frequent opportunities to apply for grants that come up throughout the year for which a letter of support is critical. Another may be a question of how to address citizens or groups in the community concerned with transportation who are seeking participation or support from the EOTC.

There may be other structure scenarios in addition to a Subcommittee model, for example, to hold just two meetings per year: a strategic planning or visioning session (retreat-style) one time per year, then have the traditional meeting in the fall to approve the next year's workplan and budget. The next step in this question is to propose changes to the current IGA.

**ATTACHMENTS:**

2021 Intergovernmental Agreement

# INTERGOVERNMENTAL AGREEMENT
# ELECTED OFFICIALS TRANSPORTATION COMMITTEE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is made and entered into as of this 3rd day of May, 2021, by and among the CITY OF ASPEN, Colorado, a home-rule municipal corporation (the "City"), THE TOWN OF SNOWMASS VILLAGE, Colorado, a home-rule municipal corporation (the "Town"), and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PITKIN, Colorado, a body corporate and politic (the "County").

<u>WITNESSETH:</u>

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., of the Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, on September 14th, 1993 the parties entered into an Intergovernmental Agreement (the "1993 IGA") establishing a committee made up of the elected officials from the City, the Town, and the County that has become known as the Elected Officials Transportation Committee (the "EOTC"), and

WHEREAS, in 1993 the parties adopted Joint Resolution No. 61 adopting a Comprehensive Valley Transportation Plan (the "Plan") establishing an initial framework for a comprehensive mass transportation strategy for the Roaring Fork Valley; and

WHEREAS, on July 16, 2020 the EOTC approved by separate resolutions an updated Plan that is to be updated from time to time; and

WHEREAS, in 1993 the parties adopted Joint Resolution No. 62 which adopted specific elements to be funded from the proceeds of transportation revenue bonds; and

WHEREAS, on November 2, 1993 the County electorate approved a County-wide one-half (1/2) cent sales tax and one-half (1/2) cent use tax (collectively, the "one-half cent sales and use tax") to fund the Plan, as amended, and other elements for the purpose of increasing and improving the public mass transportation system within the Roaring Fork Valley; and

WHEREAS, on September 12, 2000, the City, the Town, the County and certain other municipalities and counties in the Roaring Fork Valley entered into the Roaring Fork Transportation Authority Intergovernmental Agreement (the "Authority IGA"), forming the Roaring Fork Transportation Authority (the "Authority");

WHEREAS, the Authority IGA furthered the goals set forth in the 1993 IGA and Joint Resolutions 61 and 62, but also amended the uses and distribution of the revenues of the one-half cent sales and use tax and of the one cent mass transportation sales tax and one cent mass transportation use tax (collectively, the "one cent sales and use tax") approved by County voters at the County-wide election on May 3, 1983, (together with the one-half cent sales and use tax, the "sales and use taxes"); and

WHEREAS, in connection with execution of the Authority IGA and the formation of the Authority, the City, the Town and the County adopted joint Resolution No. 1, Series of 2000, which established a funding commitment to the Authority from the one-half cent sales and use tax; and

WHEREAS, to effectuate such funding commitment, the City, the Town and the County entered into the Intergovernmental Agreement – Transportation Sales Tax Distribution dated as of April 25, 2001 (the "Distribution IGA"), which specified the distribution of (a) the one-half cent sales and use tax between the County and the Authority, and (b) the one cent sales and use tax among the City, the Town and the Authority; and

WHEREAS, as of the date of the Distribution IGA, there were outstanding certain County revenue bonds secured by the County's share of the revenues of the one-cent sales and use tax issued that were issued pursuant to the County's Resolution No. 92-392 and certain subsequent County resolutions supplemental thereto (collectively, the "Bond Resolution"), with voter-approved authority to issue additional such bonds (collectively with such then-outstanding bonds, and together with any bonds or other debt issued thereafter or hereafter that are payable from or secured in whole or in part by the one cent sales and use tax, the one-half cent sales and use tax, or any portion of either such tax, the "Sales and Use Tax Bonds"); and

WHEREAS, accordingly, Section 4 of the Distribution IGA contains certain protections with respect to the sales and uses taxes for the holders of any such Sales and Use Tax Bonds, and additionally contains certain protections for the City, the Town and the Authority with respect thereto; and

WHEREAS, at a County-wide election held on November 2, 2004, the voters of the County approved a multiple fiscal year financial obligation of the County to contribute a portion of the one-half cent sales and use tax to the Authority (the "2004 Ballot Issue") in connection with the approval by the members of the Authority other than the County, the City and the Town of separate sales and uses taxes in their respective jurisdictions to provide funding to the Authority; and

WHEREAS, the purpose of this Intergovernmental Agreement is to update, amend and restate the provisions of the 1993 IGA, Joint Resolution No. 61 and Joint Resolution No. 62 with respect to the EOTC and the Plan; and

WHEREAS, the parties hereto wish to further define and clarify the method and process by which the implementation of the Plan will be funded; and

WHEREAS, it is not the desire or intention of the parties to modify or amend the distribution described above of the sales and uses taxes or any portion thereof, or to modify, amend or impair any of the protections with respect to the sales and use taxes currently in place in the documents described above for the benefit of the holders of the Sales and Use Tax Bonds, the City, the Town or the Authority;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

Purpose.

1. This Agreement is designed and intended to define and clarify the method and process by which the parties have agreed to fund and implement the Plan.

Elected Officials Transportation Committee

2. Organization and Decision Making

    a. The EOTC shall consist of the elected officials representing the parties to this Agreement (the Pitkin County Board of County Commissioners, the Town of Snowmass Village Town Council, and the City of Aspen City Council). EOTC meetings shall be noticed special meetings for each party. Votes tallied at an EOTC meeting shall be final. A quorum, defined as a majority of the membership from each of the parties, must be in attendance to officially act at an EOTC meeting. In the event that quorum cannot be established at a regularly scheduled EOTC meeting then the meeting may be continued or rescheduled to a date where a quorum can be achieved. In the event a business decision needs to be acted upon sooner than a quorum can be achieved, then the subject matter(s) may be rescheduled by the individual parties for consideration at their respective regular meetings.

    b. The parties hereby agree to conduct regular meetings including other invited members of the public to continue to refine and agree upon proposed projects and transportation elements consistent with or complementary to the Plan, as may be amended from time to time.

    c. The parties shall adopt a Plan as is further outlined in Section 3 of this Agreement. The Plan or amendments thereto should be agreed upon by all three parties at a regular scheduled meeting of the EOTC, but may be acted on by the individual parties at their respective regular meetings. This agreement shall be evidenced by individual resolutions signed by the authorized representative for each party.

d. The parties further agree that the amount of all expenditures and all projects to be funded with revenues derived from the one-half cent sales and use tax shall be consistent with and/or complementary to the Plan and applicable Colorado Revised Statutes. All expenditures, budgets and amendments thereto should be agreed upon by all three parties at a regular scheduled meeting of the EOTC in advance of any such expenditure and/or project, but may be acted on by the individual parties at their respective regular meetings. This agreement shall be evidenced by individual resolutions signed by the authorized representative for each party.

e. The EOTC may adopt supporting documents including but not limited to a strategic plan, work plan and capital plan in order to help guide implementation and / or development of the Plan. All supporting documents or amendments thereto should be agreed upon by all three parties at a regular scheduled meeting of the EOTC, but may be acted on by the individual parties at their respective regular meetings. This agreement shall be evidenced by individual resolutions signed by the authorized representative for each party.

f. The parties may provide administrative direction to staff that advance the implementation of the Plan. Any administrative direction thereto should be agreed upon by all three parties at a regular scheduled meeting of the EOTC, but may be acted on by the individual parties at their respective regular meetings.

| EOTC Decision Making Process Overview | | | |
|---|---|---|---|
| Comprehensive Valley Transportation Plan | Expenditure / Budget | Supporting Document or plan | Administrative Direction |
| - Agreed upon by all three parties<br><br>- Resolution signed by authorized representative from each party | - Agreed upon by all three parties<br><br>- Resolution signed by authorized representative from each party | - Agreed upon by all three parties<br><br>- Resolution signed by authorized representative from each party | - Agreed upon by all three parties |

**3.** <u>Comprehensive Valley Transportation Plan</u>

The parties hereby agree to adopt a Plan that is to be updated from time to time for addressing mass transportation problems and issues in the Roaring Fork River Valley.

a. Adoption or amendment to the Plan shall be approved in accordance with Section 2.c. of this Agreement.

b. The parties hereto agree to utilize their best efforts to seek and obtain funding from local, state, federal, and private sources to finance the various elements of the Plan. These efforts shall include, when deemed necessary, seeking voter approval for increased sales and use taxes as well as bonding authority for specific projects as they are developed and agreed upon by unanimous consent of the parties hereto.

Annual Renewal and Termination.

**4.** This Intergovernmental Agreement may not be terminated unless and until such time as the one-half cent sales and use tax referenced above have been rescinded, whereupon any party may terminate the agreement upon ninety (90) days written notice to the other parties.

Miscellaneous.

**5.** This Agreement shall amend and supersede the 1993 IGA, Joint Resolution No. 61 and Joint Resolution No. 62, but solely to the extent necessary to effectuate the provisions hereof.

Notwithstanding anything to the contrary contained in this Agreement or in the Plan, any supporting documents with respect thereto and hereto, or any amendments thereof or hereof: (a) nothing contained in this Agreement, the Plan, or any such supporting documents or amendments is intended to modify or amend, and the same shall not modify or amend, the distribution of the sales and uses taxes set forth in the Distribution IGA and the 2004 Ballot Issue; and (b) nothing contained in this Agreement, the Plan, or any such supporting documents or amendments is intended to modify, amend or impair, and the same shall not modify, amend or impair, any of the protections granted by the 1993 IGA, Joint Resolutions 61 and 62, the Bond Resolution, the Distribution IGA, the 2004 Ballot Issue or any of the other agreements or other documents described in the recitals hereto to or for the benefit of (i) the holders of any Sales and Use Tax Bonds, so long as any Sales and Use Tax Bonds remain outstanding, or (ii) the City, the Town and the Authority.

**6.** Nothing contained in this Agreement shall mean or be construed to mean that an individual party to this Agreement may not independently fund or implement a specific element of the Plan or some other transportation related project without the consent of the other parties.

**7.** If any provision of this Agreement or the application thereof to any person, entity, or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

**8.** This Intergovernmental Agreement is not intended to create any right in or for the public, or any member of the public, including any contractor, supplier or any other third party, or to authorize anyone not a party to this Intergovernmental Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by law.

**9.** This Agreement is not assignable by any party.

**10.** This Agreement constitutes the entire agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

**11.** Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**To: Pitkin County:**

Board of County Commissioners
530 E. Main Street, Suite 302
Aspen, CO 81611
c/o: bocc@pitkincounty.com

**With copies to:**

Pitkin County Attorney's Office
530 E. Main Street, Suite 301
Aspen, CO 81611
attorney@pitkincounty.com

**To: City of Aspen:**

130 S. Galena St.
Aspen, CO 81611
c/o City Manager
sara.ott@cityofaspen.com

**With copies to:**

City Attorney's Office
130 S. Galena St.
Aspen, CO 81611
jim.true@cityofaspen.com

**To: Town of Snowmass Village:**

P.O. Box 5010
130 Kearns Road
Snowmass Village, CO 81615
Attn: Rhonda B. Coxon, Town Clerk
Council@tosv.com

**With copies to:**

Town of Snowmass Village
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81516
Attn: John Dresser, Town Attorney
jdresser@tosv.com
ckinney@tosv.com

**12.** The parties agree and understand that the parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

**13.** The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**14.** This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

**15.** In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.

**16.** The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

**17.** Each party represents that it has the specific power and authority to enter into and consummate this Agreement according to law and that it has followed the proper legal procedures to authorize those persons whose names are subscribed below to execute this Agreement and obligates that party to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the day and year first above written.

City of Aspen, Colorado

DocuSigned by:

By: Sara G. Ott

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Attest:

Approved as to Form:

Board of County Commissioners of the County of Pitkin:

By: Kelly McNicholas Kury May-31-2021

Chair

Attest:

Jeanette Jones

Jeanette Jones, Deputy County Clerk

Approved as to Form:

John Ely

John Ely, County Attorney

Town of Snowmass Village, Colorado:

By:

Clinton M . Kinney, Town Manager

Attest:

Rhonda Coxon

Rhonda Coxon, Town Clerk

Approved as to Form:

John Dresser, Town Attorney