MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this _____ day of _____, 2021 by and between Colorado Mountain College ("CMC"), the City of Aspen, Aspen Valley Hospital, Roaring Fork Transportation Authority and the Aspen School District, collectively referred to as the "Partners".

1. Recitals.

a. The United States Forest Service ("USFS") is authorized to lease or sell its 2.13 acres of land and facilities located at 806 W. Hallam in Aspen, Colorado as part of the U.S.D.A. leasing program created by Section 8623 of the 2018 Farm Bill.

b. The Partners are considering a collaborative effort to participate in potential site redevelopment that would provide attainable housing for employees and students.

c. In order to determine whether or not to move forward with this collaboration, the Partners propose to hire a land planner to conduct a planning study which may serve as the basis for a formal proposal to the USFS and the White River National Forest's Realty Specialist, Land Conveyance Program Manager.

d. The Partners desire to collaborate on this first step of analysis pursuant to the terms and conditions stated herein.

2. Agreement.

a. For the purposes of this MOU, CMC shall act as the fiscal agents for the Partners and all actions taken shall be in compliance with CMC's procurement rules and regulations.

b. CMC shall issue a request for proposal ("RFP") to solicit proposals from local land planners. The scope of work for the RFP will include, generally, planning and concept design services.

c. The Partners will each assign one representative to be an active member of the selection committee for the RFP. Such member shall participate in a meaningful way, review and score all proposals and attend any interviews.

d. Upon engagement of the land planner, each Partner will cooperate with the land planner by providing any information needed in a timely manner so that the land planner can complete the planning study.

e. Upon completion of the planning study, the Partners will decide whether or not to move forward with a proposal to the USFS. Those Partners deciding to move forward with work collaboratively on the proposal and will execute another agreement between the Partners related to the next phase of this collaborative effort.

3. Consideration. Upon execution of this MOU, each Partner shall pay to CMC the amount of $12,500 to be held by CMC for payment to the land planning firm that is selected. Any amounts remaining shall either be returned to the Parties or shall remain held by CMC for future collaborate efforts, upon agreement of the Partners. Other than this consideration, each Partner shall bear its own costs and expenses incurred in the performance of this MOU.

COLORADO MOUNTAIN COLLEGE

_____
By: _____
Its: _____

CITY OF ASPEN

_____
By: _____
Its: _____

ASPEN VALLEY HOSPITAL

_____
By: _____
Its: _____

ROARING FORK TRANSPORTATION AUTHORITY

_____
By: _____
Its: _____

ASPEN SCHOOL DISTRICT

_____
By: _____
Its: _____