

**First Amendment
to the
Parker-Fitzgerald Cuchara Mountain Park Operations
Memorandum of Understanding**

This Amendment to the Memorandum of Understanding regarding the operation of the Parker-Fitzgerald Cuchara Mountain Park (this “**Agreement**” or “**MOU**”) is made as of this 11th day of June, 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Panadero Ski Corporation, a Colorado Non-Profit Corporation (“**PSC**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

MODIFICATIONS TO THE AGREEMENT

The Agreement is hereby modified as follows:

Section 2. Lift Operations (This section is hereby amended to remove parts 2A, 2B, and 2C.)

- ~~A. PSC is prohibited from performing any work whatsoever to Lift 4 without the express written consent of the Colorado Passenger Tramway Safety Board.~~
- ~~B. Upon express written consent of the Colorado Passenger Tramway Safety Board, PSC is authorized to make such repairs, upgrades, and improvements that may be necessary to bring Lift 4 into good working order, provided however that all maintenance on the lift must be conducted and overseen by a qualified lift technician guided by an engineer experienced in cable-propelled transit. Work on the lift will be done in a manner in keeping with the best practices and advice of the Colorado Passenger Tramway Safety Board, industry standards, and all rules and regulations applicable to other such lifts.~~
- ~~C. PSC will give the County 72 hours’ notice before any work period for Lift 4. For the purposes of this provision, a work period is defined as any plan day or continuous series of days where PSC will be performing maintenance on or testing of Lift 4. Notice must include the name of the company employing the qualified lift technician conducting or overseeing the work. Notices must be sent to Administrator@huerfano.us and Commissioners@huerfano.us.~~
- D. PSC must provide the County with copies of all engineering reports or plans within 7 days of PSC receiving said reports.
- E. PSC is authorized to operate Lift 4 once it has an approved license from the Colorado Passenger Tramway Safety Board and appropriate insurance. This includes operations, maintenance, upgrades, and improvements related to snowmaking equipment servicing Lift 4, specifically, or located on the Park.
- F. Work on any other existing lift is prohibited, except with prior approval of the County and/or the USFS as appropriate.

Section 4. Public and County Use (This section is hereby amended to add part C below)

- A. The County will have the right to use the Park, or any portion thereof, with reasonable notice and availability for governmental purposes.
- B. At the direction of the County, and with reasonable advance notice and subject to availability, PSC shall provide the use of the Park, or any portion thereof, to non-profits, local civic groups, and other entities that the County believes will have a positive economic impact on the region at reduced rates.
- C. PSC Agrees to allow the Cuchara Trail Runs, occurring on June 15, 2024 to use portions of the Park, specifically: the main parking area and the driveway around the vault toilet and the field behind the pump track for tent camping on Friday and Saturday nights.

Section 11. Term and Termination. (This section is hereby amended to read as follows)

- A. Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until 12:01 AM on July 10, 2024 or as provided herein.
- B. Early Termination. This Agreement may be terminated at any time upon the written agreement of both Parties.
- C. Immediate Termination. Safety violations and any violation of the terms of this agreement shall be grounds for immediate termination at the sole discretion and option of the County.
- D. Extension. This Agreement may be extended at any time with the agreement of both Parties.
- E. At the expiration or sooner termination of this MOU, PSC, at its own expense, shall remove all personal property brought onto the Park premises by PSC. PSC, at its own expense, shall restore and repair the Park, and any of PSC's improvements or fixtures remaining thereon, to a good, clean, safe and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the premises.
- F. Surrender. On expiration or within thirty (30) days after earlier termination of the MOU, PSC shall surrender the Park to the County with all fixtures, improvements and alterations in good condition, except for fixtures, improvements and alterations that PSC is obligated to remove. PSC shall remove all of its personal property and shall perform all restoration required by the terms of this MOU within the above stated time unless otherwise agreed to in writing.

REMAINDER OF AGREEMENT UNALTERED

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name: John Galusha

Title: Chairman, Board of County Commissioners

Attest:

By: _____
County Clerk and Recorder

Date Signed: _____

Panadero Ski Corporation

By: _____

Date Signed: _____

Name: _____

Title: _____

Attest:

By: _____

Date Signed: _____

Name: _____

Title: _____