

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING A
GRANT AGREEMENT WITH THE HOPE CENTER FOR MENTAL HEALTH
SERVICES**

**Town of Basalt, Colorado
Resolution No. 03
Series of 2021**

RECITALS

- A. Pursuant to Resolution No. 1, Series of 2018, the Town Council submitted to the electorate of the Town a ballot question seeking authority to increase taxes on the sale of cigarettes and other tobacco and nicotine products (the "Tobacco Tax"), and such tax was approved by the electorate of the Town on April 3, 2018.
- B. Tax revenue from the Tobacco Tax is required to be used for "financing tobacco related education and tobacco health issues, and addiction and substance abuse education and mitigation";
- C. The Town has received substantial revenue from the Tobacco Tax and wishes to use such revenue to finance and support the Hope Center and its programs in the Town of Basalt pursuant to the Agreement set forth in **Exhibit A** (the "Hope Center Agreement").
- D. The Town Council finds that such use is within the voter-approved uses of Tobacco Tax revenue, as the mental health services provided by the Hope Center support strong mental health and behavioral wellness, which is shown to reduce the use and abuse of tobacco products and otherwise support the goals of the Tobacco Tax; and
- E. Accordingly, the Town Council wishes to approve the Hope Center Agreement as set forth as **Exhibit A** and finds and determines that doing so is in the best interests of the public health, safety, and welfare of the residents of the Town of Basalt.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Basalt, Colorado as follows:

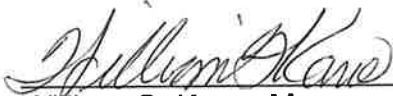
- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Hope Center Agreement. The Town Council hereby approves the Hope Center Agreement in substantially the same form as enclosed as **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor to execute the same. The Town Council authorizes that the Town Staff, at the

direction of the Town Manager, to take such further actions as are necessary to implement the terms of the Hope Center Agreement.

3. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the entire resolution shall be declared invalid and void.
4. This resolution shall take effect immediately upon passage.

READ AND ADOPTED by a vote of 6 to 0 this 26th day of January, 2021.

TOWN OF BASALT, COLORADO

By: 
William G. Kane, Mayor

ATTEST

By: 
Pamela K. Schilling, Town Clerk



GRANT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature hereto (“Effective Date”), by and between the TOWN OF BASALT, COLORADO, a Colorado home-rule municipality (the “Town”), and the Aspen Hope Center, a Colorado 501(c)(3) non-profit corporation (“Contractor”).

WHEREAS, pursuant to Resolution No. 1, Series of 2018, the Town Council submitted to the electorate of the Town a ballot question seeking authority to increase taxes on the sale of cigarettes and other tobacco and nicotine products (the “Tobacco Tax”), and such tax was approved by the electorate of the Town on April 3, 2018;

WHEREAS, the Town wishes to increase access to mental health and substance abuse services for Town residents;

WHEREAS, the Town has received substantial revenue from the Tobacco Tax and wishes to use such revenue to finance and support the Hope Center and its programs in the Town of Basalt, consistent with the Hope Center’s proposal in **Exhibit A** (the “Proposal”) and specifically for community crisis support (not for services provided in the Basalt schools); and

WHEREAS, the purpose of this Agreement is to memorialize the grant to Contractor and require the funds be used consistent with the voter-approved purposes of the Tobacco Tax and the Proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Grant. The Town hereby grants to Contractor a grant in an amount not to exceed \$150,000.00 (the "Grant") from the Tobacco Tax revenue amounts received by the Town, subject to the following conditions:
 - a. Contractor shall only use the Grant funds for purposes set forth in the Proposal and not for general operating expenses.
 - b. Contractor shall provide to the Town information and documents requested by the Town to ensure that the funds are used for the purposes set forth in the Proposal and authorized by the Tobacco Tax. Any funds not expended for authorized purposes or not expended shall be returned to the Town.
 - c. The Town will disburse the Grant funds to Contractor within 30 days of execution of this Agreement and providing all information and documents required by this Agreement. The Grant funds shall be fully used by December 31 of each year of this Agreement.
 - d. In the event the Tobacco Tax fails to generate revenue sufficient to fund the Grant, the Tobacco Tax or revenues resulting therefrom are invalidated or reduced by legal action,

or Contractor fails to comply with the conditions of this Agreement, the Town shall be entitled to terminate this Agreement or otherwise reduce the Grant amount based on the revenue received.

- e. Contractor shall maintain complete and accurate records and accounts of its use of the Grant for a period of two (2) years following expiration or termination of this Agreement. Such records shall be made available to the Town upon request.
- f. In the event of any conflict between the terms of this Agreement and the Proposal, this Agreement shall control.

3. Term. The Term of this Agreement shall be from the Effective Date until December 31, 2021. This Agreement shall automatically renew for two (2) successive years, subject to annual appropriation for such purpose by the Town Council.

4. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

5. Independent Status. The parties agree that the Contractor shall be an independent contractor and Contractor, including its employees and subcontractors, shall not be an employee, agent, or servant of the Town. Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, to the extent applicable.

6. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, agents, or subcontractors in the performance or nonperformance of its obligations under this Agreement.

8. Termination. Either party may terminate this Agreement at any time and for any reason, with or without cause, and without penalty therefore upon at least thirty (30) days written

notice to the other party. Upon termination, the Grant funds shall be prorated for the calendar year and Contractor shall return to the Town the balance for the Grant funds attributable to the period

9. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

10. Compliance with C.R.S. § 24-76.5-103.

- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, Contractor hereby swears or affirms under penalty of perjury that Contractor: (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the Effective Date of this Agreement.
- b. The Town may verify Contractor’s lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

11. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Basalt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

12. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

13. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

15. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits,

protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

16. Assignability. Contractor shall not assign this Agreement without the Town’s prior written consent.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the satisfaction, expiration, or termination of this Agreement.

19. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

21. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Town Manager
 101 Midland Avenue
 Basalt, CO 81621

With a copy to: Jeffrey J. Conklin
 Karp Neu Hanlon, P.C.
 201 14th Street, Suite 200
 P.O. Drawer 2030
 Glenwood Springs, CO 81602

If to Contractor: _____

22. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

23. Attorneys’ Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF BASALT, COLORADO

By: [Signature]

Title: Town Manager

Date: 1-27-2021

ATTEST:

[Signature]
Town Clerk

CONTRACTOR:

By: [Signature] Michelle Mueething

Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

The foregoing Agreement was acknowledged before me this 27th day of January, 2021 by Michelle Mueething.

Witness my hand and official seal.

[Signature]
Notary Public

PAMELA K SCHILLING
Notary Public
State of Colorado
Notary ID # 19974010257
My Commission Expires 08-18-2021



Aspen Hope Center
P.O. Box 1115
Basalt, CO 81621

(970) 925-5858 phone
(888) 891-5184 Fax
www.aspenhopecenter.org

October 10, 2020

Prepared for: Basalt Town Council

Prepared by: Michelle Muething
Executive Director, Aspen Hope Center

The Roaring Fork Valley is home to the Aspen Hope Center and the Town of Basalt, with its police, schools, residents, Town Council, and businesses, hold some of our strongest and most treasured relationships.

The Aspen Hope Center has partnered with the Town of Basalt to provide mental health services and would like to build upon our unique model to continue to serve the Basalt Community. The COVID-19 pandemic is adding to people's stress and while not the main focus of this grant request, it will continue to play a role in the community's mental health as it continues to unfold. The Aspen Hope Center wishes to strengthen its services in Basalt. The objective is to reach our town residents and workers and not only ensure they have mental health support, but to build resilience to move forward. Additionally, we wish to see people assisted with finding resources for food, childcare, medical care and more. The Aspen Hope Center has always been the center hub of a wheel connecting people with resources, and now more than ever those connections have been bolstered in the community and passing them to individuals will be vital.

Below are initial goals for this proposal:

- To prevent a mental health crisis wave in the community.
- Provide a safe environment for people for people to seek help
- Provide a coordinated and comprehensive approach to practically solving the issues individuals or families face by connecting people to any community resource needed, mental health, substance use and beyond.
- Provide economic assistance for mental health care and substance use prevention
- Provide community resources and easy access to those resources.
- Reduce repeat calls for service by connecting individuals appropriately in the first or second contact.
- Being immediately available when issues arise in the hopes of preventing people turning to alcohol and substance use/abuse.

Over the past eight months we have seen not only an increase in people reaching out, but an increase in people seeing a change in themselves or loved ones who are drinking more or turning to substances to



cope. All over the state, alcohol sales are up considerably over last year, with some stores noting as much as a 300% increase in sales during some months. Basalt liquor stores have noted an average of 42% increase in 2020 over 2019. Our aim is to help people when they are struggling, teach healthy coping skills and hope to reduce the reliance on substance use to make it through these times.

The Aspen Hope Center was created to fill the gaps in mental health care and ensure that there is never a barrier to receiving support. Additionally, though the Aspen Hope Center believes that professional mental health treatment is vital for truly stabilizing people when in crisis, most are in need of practical life solutions to problems they are facing. Our community has a plethora of hurdles that individuals are now facing, and we intend to help provide logical and attainable solutions so that a major mental health crisis wave does not fall into our town.

Below are the ways in which the Aspen Hope Center would utilize Tobacco Sales Tax funding to support our Basalt Community during 2021 and in years to come.

Financial assistance for therapy

The Aspen Hope Center is receiving calls from individuals and arranging therapy sessions for those in need. Since January of this year, more than \$53,000 in free therapy has been granted to those who live and work in Basalt. This need will continue for many, many months to come.

Financial assistance for the Hope Line

The Aspen Hope Center has operated a 24-hour crisis line for more than ten years. The “Hope Line” is a place people can call when facing a life struggle and they are offered Hope. This line is answered by an experienced clinician, day and night, who will calm a panic attack, talk to a child locked in a closet crying after a fight with a parent or friend, listen to the fear in someone who has lost a job and provide Hope that they are not alone.

Financial assistance for crisis response

Since 2010, the Aspen Hope Center team of crisis clinicians has responded to people where they were in a time of crisis. In fact, Basalt High School was the location of the first school based mental health clinician and Basalt Police was the first law enforcement entity to partner with the Hope Center for a co-response team. Since 2010 our relationships have grown, and partnerships solidified. Having the main office based in Basalt, response times for on scene calls are less than 10 minutes during the day and less than thirty minutes in the evening. The state mandated response time is two hours. The Aspen Hope Center will commit to always having a clinician available to any caller from Basalt 24/7/365, community member, school, police officer or business.

In summary, the Aspen Hope Center is requesting financial support from the Town of Basalt to offset the cost of the services above. With nearly a \$1.7 million annual budget, \$150,000 is being requested by the Town of Basalt. This request would be for three years and would be dedicated solely to the people who live and work in Basalt. This funding would be for community crisis support only, not for services provided in the Basalt schools. Two clinicians, one in Basalt Middle and one in Basalt High, are supported through Eagle County tax dollars. An additional four crisis clinicians, one intake coordinator, a clinical director and two therapists provide the 24-hour crisis and stabilization services to the Basalt community.



The main office for the Hope Center sits on the River Walk in Basalt and four staff live in the same vicinity. The Hope Center not only has dedicated staff that loves their community, but local practitioners who can step up and help. These are the same practitioners who have shown up at Basalt High School when there is a student death, or the shelter, during the Lake Christine Fire. When the community needs our support, the Hope Center moves all obstacles to be of assistance. If there is any way we can be of service during this once in a lifetime situation, we will do whatever we can. Thank you for your consideration of financial assistance in 2021 and beyond.