

SAN JUAN COUNTY, COLORADO
BOARD OF COMMISSIONERS MEETING AGENDA
November 8, 2023

CALL TO ORDER: 8:30 A.M.

OLD BUSINESS:

Consider Bills and Authorize Warrants
BOCC Regular Meeting Minutes for October 25, 2023

APPOINTMENTS:

8:40 A.M. - Becky Joyce, Public Health Director
9:00 A.M. - Martha Johnson, Social Services Director
Memorandum of Understanding Between San Juan and Prowers County
9:30 A.M. - Ann Chase, SJDA Affordable Homeownership Lottery
Art Through the Season – Visitor Enhancement Request
10:00 A.M. - Keri Metzler – Senior Center Generator
10:30 A.M. - Kristi Borchers, Hinsdale County Commissioner
11:00 A.M. - Kim Buck, County Assessor – GSA Software Agreements
Other

Lunch – Location to be determined

CORRESPONDENCE:

Bonita Peak Mining District Update

NEW BUSINESS:

San Juan County Proposed 2024 Budget
Intergovernmental Agreement with La Plata County for the Provision of Public Health Services
Treasure's Report
Public Comment
Commissioner and Staff Reports

OTHER:

ADJOURN: Next Regular Meeting – 6:30 PM, Monday November 20, 2023

Join Zoom Meeting

<https://zoom.us/j/92136473203>

By Telephone: Dial 1 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

Meeting ID: 921 3647 3203

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN BOARD OF COMMISSIONERS MET NOVEMBER 8, 2023
 AND THE FOLLOWING BILLS WERE APPROVED FOR PAYMENT.

24707	SIDWELL	ASSESSOR TRAINING	304.69
24708	WEX BANK	SHERIFFS FUEL	1969.42
24709	VISA	SS BOX RENT	98.00
24710	IMAGENET COUNSULTING	SHERIFFS BILL	114.54
24711	CITIZENS STATE BANK	2N QTR UNEMPLOYMENT	380.80
24712	CENTURY LINK	SHERIFFS BILL	361.16
24713	REPLACEMENT CHECK		
24714	UNITED RENTALS	DYED DIESEL	280.35
24715	ANTHEM BLUE CROSS	MEDICAL INSURANCE	17536.21
24716	SILVERTON CLINIC	REIMB J. STACEY	778.21
24717	DOMINION VOTING	ELECTION (FILMWARE)	270.66
24718	DAYNA KRANKER	REIMB MILEAGE (NURSE)	1684.10
24719	AXON ENTERPRISE INC	TASER 7 BASIC BUNDLE	6164.00
24720	MAISEL EXCAVATION	COAL (HOSPITAL)	1237.70
24721	BAN OF THE SAN JUANS	LOAN PAYMENT	12838.70
24722	ANGEL ARMOR	SHERIFF ULTRA PREMIUM	1083.00
24723	IDS INTEGRATED DOC	APR-MAY-OCT BILLS	184.29
24724	SILVERTON SCHOOL	REIMB ROOF-ACOSTA 7-23	11613.98
DD	ABIGAIL H. ARMISTEAD	SHERIFF DEPUTY WAGES	3507.12
DD	ADAM D. CLIFTON	SHERIFF DEPUTY WAGES	3815.51
DD	AMIE R. BIOCCHI	NURSE & SHERIFF WAGES	3421.93
DD	ANTHONY D. EDWARDS	COMMUNICATIONS WAGES	4326.53
DD	ARTHUR J. DONOVAN	EPD WAGES	4491.56
DD	AUSTIN P. LASHLEY	COMMISSIONERS WAGES	2273.98
DD	BRUCE T. CONRAD	SHERIFF WAGES	4295.98
DD	DEANNA M. JARAMILLO	TREASURER WAGES	3674.79
DD	JOHN A. JACOBS	SHERIFF DEPUTY WAGES	1499.95
DD	KERI METZLER	CORONER WAGES	993.04
DD	KIMBERLY A. BUCK	ASSESSOR WAGES	4234.99
DD	KRISTINA L. RHOADES	SOCIAL SERVICE WAGES	2411.48
DD	LADONNA L. JARAMILLO	COUNTY CLERK WAGES	3719.59
DD	LINSLEY SWEET	DEPUTY CLERK WAGES	2193.51
DD	PETER C. MAISEL	COMMISSIONERS WAGES	2182.02
DD	REBECCA B. JOYCE	NURSES WAGES	4612.42
DD	REBECCA J. RHOADES	CUSTODIAN WAGES	1718.73
DD	ROBERT W. GARDINER	NURSE ASSISTANT WAGES	1161.02
DD	STEPHEN W. LOWRANCE	UNDERSHERIFF WAGES	4055.33
24725	SCOTT L. FETCHENHIER	COMMISSIONERS WAGES	2138.02
24726	TOMMY WIPF	VETS OFFICER WAGES	356.40
24727	WILLIAM A. TOOKEY	ADMINISTRATOR WAGES	4738.34
34728	CITIZENS STATE BANK	FEDERAL TAXES WITHHELD	21739.84
24729	CITIZENS STATE BANK	STATE TAXES WITHHELD	2494.00
24730	GREAT-WEST LIFE	GROUP RETIREMENT	5941.74
24731	CITIZENS STATE BANK	H S A SAVINGS	1600.00

24732 KANSAS CITY LIFE	DENTAL & LIFE INSURANCE	881.73
24733 AMWINS GROUP BENEFITS	VISION INSURANCE	170.97
24734 AFLAC	INDIVIDUAL INSURANCE	295.14
24735 CITIZENS STATE BANK	PREVIOUS TAXES	2174.30
24736 MAISEL EXCAVATION	COAL (HOSPITAL)	1250.05
24737 LINSLEY SWEET	REIMB SUPPLEMENTAL	164.90
24738 SPATIALEST	ASSESSORS BILL	10000.00
24739 SILVERTON FIRE AUTHORITY	4TH QTR PAYMENT	12475.00
24740 CO CUSTOM ELEVATOR	SERVICE CALL (CONTRACT)	584.10
24741 DR. JOEL, INC	REMOVED ELECTION STATION	600.00
24742 CENTURY LINK	ELEVATOR ROOM BILL	88.71
24743 SILVERTON AMBULANCE	SLAES TAX MONTHLY PAYMENT	41933.33
24744 SILVERTON AMBULANCE	MONTHLY PAYMENT	7200.00
24745 VISA	BILLS	4731.33
24746 DENNIS R. GOLBRICHT	OCT 23 SERVICES	1950.00
24747 WEX BANK	SHERIFF FUEL	2093.98
24748 VERIZON	SHERIFFS BILL	122.40
24749 CASSANDRA ROOF	SENIOR YOGA & FITNESS	569.50
24750 ROBERT ROOF, LPC	COMMUNITY COUNSELING	600.00
24751 DAYNA KRANKER	NURSE HELP & REIMB MILEAGE	3661.50
24752 S.O.L. LTD % JOEL BERDIE	CORE SERVICES	540.00
24753 BRUCE E. HARING, MA LPC	COMMUNITY MENTAL HEALTH	4942.00
24754 SILVERTON CLINIC	REIMB RATHEY	808.42
24755 SILVERTON HARDWARE	SUPPLIES	345.95
24756 BUSINESS OPTIONS BILLING	NURSES BILL	22.50
24757 VERO NETWORKS	BILLS	1226.27
24758 ODP BUSINESS SOLUSTIONS	SUPPLIES	418.98
24759 SILVERTON STANDARD	ELECTION NOTICE	18.24
24760 CENTURY LINK	SHERIFFS BILL	72.22
24761 A T & MOBILITY	EPD BILL	151.19
24762 SAN JUAN REGIONAL PLAN	BUDGETED FUNDS	400.00
24763 SILVERTON LP GAS	TANK FILL UPS (CH-FD)	4967.00
24764 CITIZENS STATE BANK	H S A SAVINGS SHORTAGE	600.00
24765 CO CORONERS ASSOC	2024 MEMBERSHIP DUES	429.00
24766 NMS	POSTMORTEM (URINE-BLOOD)	318.00
24767 JANN SMITH	ASSIST 10-18-23	100.00
24768 ROCKY MOUNTAIN FORENSIC	POSTMORTEM EXAMINATION	1500.88
24769 MICHAEL F. ARNALL MD	2 AUTOPSIES	2600.00
24770 MAISEL EXCAVATION	HOSPITAL COAL	1222.00
24771 SIDWELL	SWC-CD GIS SERVICES	546.88
24772 SAN MIGUEL POWER	BILLS	3040.63
24773 CITIZENS STATE BANK	H S A SHORTAGE	100.00
24774 VISA	COMMUNICATIONS BILL	265.83
TOTAL GENERAL		270780.56

ROAD			
7215	CENTURY LINK	BILL	154.45
7216	CITIZENS STATE BANK	2ND QTR UNEMPLOYMENT	137.68
7217	ANTHEM BLUE CROSS	MEDICAL INSURANCE	3639.96
7218	FERGUSON WATER WORKS	CULVERTS	13146.48
DD	DAVID L. ANDREWS	ROAD FOREMAN WAGES	3755.67
DD	LOUIS K. GIRODO	ROAD OVERSEER WAGES	4602.47
DD	MATHEW J. ZIMMERMAN	ROAD OPERATOR WAGES	3562.89
DD	RUSTY D. MELCHER	ROAD OPERATOR WAGES	3680.95
7219	CITIZENS STATE BANK	FEDERAL TAXES WITHHELD	5499.74
7220	CITIZENS STATE BANK	STATE TAXES WITHHELD	844.00
7221	GREAT-WEST LIFE	GROUP RETIREMENT	685.48
7222	CITIZENS STATE BANK	H S A SAVINGS	300.00
7223	KANSAS CITY LIFE	DENTAL & LIFE INSURANCE	191.77
7224	AMWINS GROUP BENEFITS	VISION INSURANCE	36.88
7225	DISA	DRUG TEST-COLLECTION	75.00
7226	SUMMIT FIRE & SECURITY	BILL	309.00
7227	VISA	TIRE RACK	1247.46
7228	WHISTLESTOP	FUEL	4632.61
7229	JOHN DEERE FINANCIAL	JD GRDR PAYMENT	6848.38
7230	FOUR CORNERS WELDING	BILL	45.00
7231	SILVERTON HARDWARE	SUPPLIES	98.36
7232	WAGNER EQUIPMENT	PARTS	1882.44
7233	ALSCO	BILL	80.00
7234	SAN MIGUEL POWER	BILLS	295.01
7235	CATERPILLAR FINANCIAL	D6TVP/WES00376 PAYMENT	5274.36
7236	CATERPILLAR FINANCIAL	D6NXL/NJN00598 PAYMENT	41744.35
	TOTAL ROAD		102770.39
	TOURISM BOARD		
1087	SAN JUAN CO TOURISM BD	2023 LODGING TAX	15000.00
	GENERAL	270780.56	
	ROAD	102770.39	
	TOURISM BD	15000.00	
	TOTAL ALL FUNDS	388550.95	

WERE APPROVED SETTLEMENT IN FULL BY ORDER OF SAN JUAN COUNTY COMMISSIONERS.

AUSTIN LASHLEY, CHAIRMAN

SCOTT L. FETCHENHIER, COMMISSIONER

PETER C. MAISEL, COMMISSIONER

LADONNA L. JARAMILLO, CLERK

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, OCTOBER 25, 2023
AT 6:30 P.M.

Call to Order: The meeting was called to order by Chairman Austin Lashley. Present were Commissioners Scott Fetchenhier (via zoom) and Pete Maisel, County Attorney Dennis Golbricht and Administrator William Tookey.

Minutes: Commissioner Fetchenhier moved to approve the minutes of October 10, 2023 as submitted. Commissioner Maisel seconded the motion. The motion passed unanimously.

Nick Glidden the San Juan National Forest Columbine District Ranger was present along with Recreation Specialist Charley Morgan and San Juan Mountain Association Executive Director Stephanie Weber to discuss the Ice Lake area and other concerns of the National Forest.

A Public Hearing was held to receive comments concerning Resolution 2023-10 Allowing Permit Issuance for Vehicle Overweight, Oversize and Special Transportation Travel On County Roads, And Regulating Certain Repetitive Hauling. Upon completion of the public hearing Commissioner Maisel moved to approve Resolution 2023-10 as presented. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

The San Juan County Board of Commissioners recessed their meeting and convened the San Juan County Board of Public Health at 8:19 P.M. The proposed San Juan County Public Health On-Site Wastewater Treatment Systems Regulations 2024 were presented to the Commissioners for their consideration. Commissioner Maisel moved to adopt the On-Site Wastewater Treatment Systems Regulations 2024 as submitted. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

The proposed Intergovernmental Agreement for Public Health Services Between La Plata County and San Juan County was presented to the Commissioners. Attorney Dennis Golbricht explained the status of the agreement and advised that it would be presented at a future meeting for approval.

Commissioner Fetchenhier left the meeting at 8:40 pm due to a scheduling conflict.

The Board of Health adjourned at 9:09 PM.

The Board of County Commissioners meeting reconvened at 9:10 PM.

Having no further business, the meeting adjourned at 9:10 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk



Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
9/30/2023

Date 10/30/2023
Transmittal No. 9

Vendor	Date	Num	Amount
La Plata County	09/30/2023	11659	\$ 4,720.97
San Juan Cty	09/30/2023	11661	\$ 4,678.42
Kristin Rhoades	09/30/2023	11660	\$ 65.50
TOTAL			<u>\$ 9,464.89</u>

I, MARTHA JOHNSON, Director of Social Services of San Juan County of Colorado, hereby certify that the payments listed above are available for inspection and have been paid to the payees listed.

Martha Johnson
MARTHA JOHNSON

11-2-2023

I, Austin Lashley, Chairman of the San Juan County Board of Commissioners, hereby certify that the payments as set forth above have this date been approved and warrants in payment thereof issued upon the Social Services Fund.

Austin Lashley

11:00 AM
10/30/23
Accrual Basis

San Juan County Social Services Profit & Loss Budget vs. Actual September 2023

Ordinary Income/Expense	September 2023											TOTAL	
	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Jan - Dec 23	Budget		
Income													
400.001 REVENUE-State Alloc	5,837.77	5,834.67	6,106.69	9,634.17	6,266.52	29,456.34	6,504.17	5,915.59	7,161.76	82,717.68	140,272.00		
400.010 Property Tax Current	0.00	1,589.26	3,112.96	1,535.25	3,683.72	1,722.33	1,858.47	844.50	445.42	14,781.91	15,100.00		
400.020 Specific Ownership tax	102.95	89.02	77.69	81.20	76.62	167.36	207.70	126.13	112.28	1,040.95	1,505.00		
400.040 Penalties/Int on Tax	0.00	0.00	0.00	0.16	0.47	4.24	6.83	24.61	17.27	53.58	72.00		
400.145 REVENUE-CSGB Grant	999.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	999.11	1,000.00		
400.180 REVENUE-EOC	37.50	0.00	0.00	37.50	0.00	0.00	37.50	0.00	150.00	262.50	480.00		
400.220 REVENUE-Program refund	200.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00		
Total Income	7,177.33	7,812.95	9,597.34	11,288.28	10,027.33	31,350.27	8,614.67	6,910.83	7,886.73	100,665.73	158,429.00		
Expense													
500.100 EXPENSE-Administration	4,868.71	5,049.60	5,891.11	5,948.51	6,036.35	6,602.58	6,783.37	5,386.52	6,977.51	53,544.26	71,000.00		
500.110 EXPENSE-Adult Protectio	0.00	0.00	0.00	0.00	0.00	105.46	0.00	0.00	0.00	105.46	1,440.00		
500.120 EXPENSE-Child Care	26.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.61	600.00		
500.130 EXPENSE-Child Support	74.19	41.28	34.53	0.00	34.53	0.00	50.29	34.53	34.36	303.71	324.00		
500.140 EXPENSE-Child Welfare	0.00	0.00	0.00	0.00	0.00	180.98	0.00	60.33	390.01	631.32	1,000.00		
500.145 EXPENSE-CSGB Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00		
500.150 EXPENSE-Colorado Works	0.00	0.00	0.00	0.00	0.00	19,461.32	0.00	0.00	63.01	19,524.33	67,000.00		
500.160 EXPENSE-Core Services	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	18,000.00	24,000.00		
500.200 EXPENSE-LEAP	564.44	297.85	218.89	3,424.46	0.00	41.49	0.00	0.00	0.00	4,547.13	1,200.00		
500.210 EXPENSE-OAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00		
Total Expense	7,533.95	7,388.73	8,144.53	11,372.97	8,070.88	28,391.83	8,833.66	7,481.38	9,464.89	96,682.82	167,588.00		
Net Income	-356.62	424.22	1,452.81	-84.69	1,956.45	2,958.44	-218.99	-570.55	-1,578.16	3,982.91	-9,159.00		

**CDHS Certification of Compliance - Year 2024
County Personnel and Merit System**

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

San Juan County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

By:

Signature

Austin Lashley
Print Name

11/8/2023
Date

Chair, Board of County Commissioners
Title



MEMORANDUM OF UNDERSTANDING
Between
SAN JUAN COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and San Juan County, Colorado (“San Juan County”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and San Juan County shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and San Juan County, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in San Juan County, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of San Juan County (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. San Juan County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so San Juan County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. San Juan County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including San Juan County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, San Juan County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as San Juan County may request. San Juan County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to San Juan County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	18
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	18
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	30
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	1
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. San Juan County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN SAN JUAN COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and San Juan County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for San Juan County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for San Juan County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of San Juan County. San Juan County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to San Juan County's Trails Inbox. HCCC will notify San Juan County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of San Juan County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by San Juan County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify San Juan County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to San Juan County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of San Juan County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the San Juan County main Department of Human Services number. San Juan County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from San Juan County, HCCC will transfer the call to a San Juan County on-call designee. If the San Juan County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. San Juan County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to San Juan County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF SAN JUAN COUNTY:

1. San Juan County will provide an updated list of on-call San Juan County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is San Juan County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. San Juan County will notify the HCCC of any special circumstances where San Juan County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) San Juan County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by San Juan County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. San Juan County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: _____

Signed: _____

Name: Austin Lashley

Name: _____

Title: Chair

Title: _____

Entity: Board of County Commissioners

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

SUBJECT: Anvil Single-Family Affordable Homeownership Lottery Application

DATE: 11/1/2023

CONTACT: Anne Chase – achase@sanjuandevlopment.com

History

The Anvil Mountain Subdivision plan includes 10 single-family homes deed-restricted at 80% and 100% AMI income levels. San Juan Development Association has secured funding from the HDG grant to build three more single-family homes. The SJDA Housing Coordinator has developed a purchase application and lottery system to address the pressing need for an official and equitable process to purchase these three homes for individuals and families in San Juan County.

Project Overview

Colorado Division of Housing’s HDG grant covers building three new homes in the Anvil Mountain Subdivision. Two homes will be deed-restricted to 80% AMI, and one home will be deed-restricted to 100% AMI. The building of these homes is contracted under 9318 Contracting. The first home is Lot 19; the foundation will be completed before winter 2023. The estimated completion date for the first two homes is Fall 2024 and the third by Fall 2025. The AMI rates are determined by CHFA’s 2023 Income Limit report for San Juan County.



2023 Income Limit for San Juan County
20% to 120% of AMI (Area Median Income)

AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
120%	73,080	83,520	93,960	104,400	112,800	121,200	129,480	137,880
100%	60,900	69,600	78,300	87,000	94,000	101,000	107,900	114,900
80%	48,720	55,680	62,640	69,600	75,200	80,800	86,320	91,920
70%	42,630	48,720	54,810	60,900	65,800	70,700	75,530	80,430
60%	36,540	41,760	46,980	52,200	56,400	60,600	64,740	68,940
55%	33,495	38,280	43,065	47,850	51,700	55,550	59,345	63,195
50%	30,450	34,800	39,150	43,500	47,000	50,500	53,950	57,450
45%	27,405	31,320	35,235	39,150	42,300	45,450	48,555	51,705
40%	24,360	27,840	31,320	34,800	37,600	40,400	43,160	45,960
30%	18,270	20,880	23,490	26,100	28,200	30,300	32,370	34,470
20%	12,180	13,920	15,660	17,400	18,800	20,200	21,580	22,980

Implementation Cutoff Date: June 29, 2023

Source Document: [2023_Report_and_income_limits.pdf](#) (Review) - Adobe cloud storage

Figure 1: 2023 Income Limits for San Juan County

Sale prices are based on the AMI and number of people demonstrated in the table below:

AFFORDABLE SALE PRICES @ 80% AMI		Average Sale Price @ 80% AMI									
# People:	1	1.5	2	2.5	3	3.5	4	4.5	5	6	
BR	1	1	2	2	2	2	3	3	3	4	
Gross Payment	1,218	1,305	1,392	1,479	1,566	1,653	1,740	1,810	1,880	2,020	
Taxes	-\$75	-\$75	-\$100	-\$100	-\$100	-\$100	-\$108	-\$108	-\$108	-\$108	
Insurance	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	
CLT fee											
Condo HOA fee											
Monthly Net for Payment	\$1,043	\$1,130	\$1,192	\$1,279	\$1,366	\$1,453	\$1,532	\$1,602	\$1,672	\$1,812	
Mortgage Amount	\$149,167	\$161,610	\$170,477	\$182,920	\$195,362	\$207,805	\$219,055	\$229,067	\$239,078	\$259,100	
Dpmt (3%)	\$4,475	\$4,848	\$5,114	\$5,488	\$5,861	\$6,234	\$6,572	\$6,872	\$7,172	\$7,773	
Total Sale Price	\$153,642	\$166,458	\$175,591	\$188,407	\$201,223	\$214,039	\$225,627	\$235,939	\$246,250	\$266,873	

AFFORDABLE SALE PRICES @ 100% AMI		Average Sale Price @ 100% AMI									
# People:	1	1.5	2	2.5	3	3.5	4	4.5	5	6	
BR	1	1	2	2	2	2	3	3	3	4	
Gross Payment	\$1,498	\$1,604	\$1,710	\$1,818	\$1,925	\$2,031	\$2,138	\$2,224	\$2,310	\$2,480	
Taxes	-\$75	-\$75	-\$100	-\$100	-\$100	-\$100	-\$108	-\$108	-\$108	-\$108	
Insurance	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	-\$100	
CLT fee											
Condo HOA fee											
Monthly Net for Payment	\$1,323	\$1,429	\$1,510	\$1,618	\$1,725	\$1,831	\$1,929	\$2,015	\$2,102	\$2,272	
Mortgage Amount	\$189,141	\$204,336	\$215,957	\$231,331	\$246,705	\$261,901	\$275,905	\$288,240	\$300,575	\$324,888	
Dpmt (3%)	\$5,674	\$6,130	\$6,479	\$6,940	\$7,401	\$7,857	\$8,277	\$8,647	\$9,017	\$9,747	
Total Sale Price	\$194,815	\$210,467	\$222,435	\$238,271	\$254,107	\$269,758	\$284,182	\$296,887	\$309,593	\$334,635	

Figure 2: Affordable Sale Prices for Income Level Deed Restrictions

Lottery / Application Overview

SJDA has created an application lottery for the purchase of the three homes. It is designed to provide eligible individuals and families with the opportunity to purchase affordable housing in San Juan County.

- Application Period: November 14, 2023 – December 14, 2023.
- Communication procedure:
 - SJDA will run a legal notice in the general circulation of the Silverton Standard for a total of 21 days before the close of the application period. (as stated in the Lottery Procedure document below).
 - SJDA will write an article in English and Spanish in the Silverton Standard the week of the application window opening.
 - SJDA will advertise on social media.
 - An email sign-up for updated information about the application is on the Housing page of the SJDA website.
 - A community information night about the application will be held in the Performing Arts Center in the Silverton School the evening of November 28, 29, or 30th (this will be confirmed by Nov.3).
 - The last day to apply for the housing lottery is December 14, 2023.
 - Results of the housing lottery will be announced to applicants on December 20, 2023.
- Accessibility:

- The SJDA website Housing page is available in English and Spanish. All supporting documents are available in Spanish. The Housing Coordinator speaks Spanish and if necessary, professional translation services will be provided for help sessions.
 - The application is online. However, if requested, SJDA will supply a hard copy of the application.
 - The Housing Coordinator has office hours posted on the SJDA website for the application for applicants to sign up for.
-
- Platforms
 - Applications will be submitted online through Cognito Forms to provide data security up to HIPPA standards. For applicants requiring submission via a hard copy, documents will be received directly by the SJDA Housing Coordinator and transcribed onto the online application Cognito. Hard copies will be secured properly.
 - The lottery will be generated through a platform called Random.org. SJDA has an active subscription to their Third-Party Draw Service. This service selects one or more winning entrants using true randomness generated via atmospheric noise (documented on the website). Random.org guarantees the following: “(a) it is impossible for anyone to influence the drawing; (b) it is impossible for anyone to predict who will win; and (c) each entrant identifier you provide has exactly the same chance of winning. In other words, the drawing will be performed in accordance with the highest technical and ethical standards.” A permanent record of the drawing will be on Random.org, and applicants can view their results. The drawing will be publicly anonymous. The City of San Fransisco uses Random.org for their housing lotteries.



Deed Restricted Housing Ownership Lottery Procedure

The contents of this document shall govern all housing lotteries conducted by the San Juan Development Association. Please review the deed restriction on the Housing Unit you are applying for and verify you are qualified to apply.

Definitions –

Affordable Housing – Any Housing Unit that is restricted to sale or rental at a specified price to a Qualified Household meeting the AMI requirements of the deed-restriction.

Area Median Income (AMI) - A metric that represents the midpoint of the income distribution in a specific area, usually a county or municipality.

Applicant – A household that has submitted the required application for qualification as a buyer of an affordable housing unit.

Deed Restriction – A legal agreement that places conditions on the deed to a property.

Eligible - Meeting the standards of income-level restrictions of the deed restriction of a Housing Unit being applied for. Also referred to as “qualified.”

Essential Workforce – Any household with a member employed by San Juan County, Town of Silverton, Silverton School, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue regularly for two (2) full years before application.

Employee in San Juan County - Currently employed by a business in San Juan County.

Household – All owners and/or tenants, their immediate family and any parties who will be occupying the Housing Unit, excluding guests.

Housing Unit – A deed-restricted unit for purchase or rental through San Juan Development Association, San Juan County, and the Town of Silverton.

Lottery – A process with an outcome that is governed by chance.

Priority Entries – Specific requirements of applicants that increase success chances in the lottery by earning additional entries into the lottery.

Qualification – Meeting the standards of income-level restrictions of the deed-restriction of a Housing Unit being applied for. Also referred to as “eligible.”

Resident of San Juan County - (not in labor force or unemployed): Residents out of the workforce or unemployed that have lived within San Juan County for two (2) years within the last five (5) years.

SJDA – San Juan Development Association.

Verifiable – Able to be checked or demonstrated to be true via third-party verification.

Ownership Lottery Procedure – SJDA Staff administers ownership lotteries subject to the provisions of this document established to create an orderly and fair process for offering Housing Units for sale to Qualified Households and give priority entries to Qualified Households with priority status detailed below.

SJDA abides by the Fair Housing Laws in Colorado.

A. Opening and Announcement of Ownership Lottery –

1. Notice of the date, time, and location at which applications will be taken shall be published as a "Legal Notice" in a newspaper of general circulation in the Silverton Standard at least twenty-one (21) days prior to the close of an application period.
2. Applications and information shall be available online on the SJDA website concurrent with the publication of the Legal Notice.

B. Lottery Application Requirements and Communication –

1. Eligible Households interested in purchasing a Housing Unit subject to an ownership lottery must submit a complete application to SJDA within the application window. No late or incomplete applications will be accepted. All application windows will be posted on the SJDA website under the *Housing* tab.
2. All members of an Applicant Household over eighteen (18) years of age must submit the following by the published deadline:
 - a. a mortgage pre-qualification/approval that includes Income-level that considers income from all household members over eighteen (18) years of age.
 - b. a signed sworn statement certifying the accuracy and completeness of the application as described in the Application Checklist.
3. The combined income of all members of the Applicant Household over eighteen (18) years of age must meet the AMI requirements of the deed restrictions of the Housing Units being applied for. Applicant's income level shall not exceed the maximum AMI limit posted per application. Ex: Application for an 80% or 100% AMI income restricted unit, applicant AMI shall not exceed 100% AMI according to the CHFA Annual Income Limits for San Juan County.
4. Applications submitted without the requisite submissions from each member of the Applicant Household will be deemed incomplete and will render the entire Household ineligible for the lottery.
5. SJDA Staff shall only accept lottery applications during the application window and by the method specified in the Legal Notice. If submission of application is permitted by mail to PO 722 Silverton, CO 81433, mailed applications are

considered received in the proper application window if postmarked at least two (2) days prior to the last day of the application period and received within two (2) business days after the application period closes. SJDA is not responsible for delays in the delivery of mail. Incomplete or late applications will not be processed for Qualification and will render the entire Household ineligible for the lottery.

6. After the submission deadline for applications has passed, SJDA Staff shall review all complete applications timely received and inform the Applicant Household of its Qualification status for the lottery. Upon completing review of applications and notifying Applicant Households of Qualification, SJDA Staff shall formulate and distribute an appeal process and timeline, which process, and timeline may conclude no less than seven (7) days after the last Applicant Household has been notified of its Qualification status.

C. Weighted Lottery Process –

1. Qualified Applications are entered into the lottery. Each applicant is assigned an “unfiltered” ranking between 1 and the total number of applicants. The ranking will be the ticket number.
2. Priority weights are assigned to priority applicants.
3. The lottery report is generated without replacement (all lottery rankings are generated at once). The lottery is run through random.org. Results will be anonymous and available for applicant review via ticket numbers.
4. Applicant lottery ranking results are emailed to applicants no later than two (2) weeks after the lottery closing date. SJDA Staff will contact households in lottery rank order. Applicants must provide current or updated financial documents upon request and must still meet qualification criteria at the time of purchase. SJDA Staff are required to calculate the income level of the winning applicants. Otherwise, the next-ranked household will receive priority.

Housing Lottery Priority Decision Matrix

Entering the Lottery: After the closing of the application window and completion of appeal hearings, if any, a list of qualified households will be assigned a lottery number. Ineligible applicants will not be included in the lottery. **Each eligible household will receive one (1) lottery entry.** Additional entries are available to households based on the qualification of the following Priority Qualifications. Applicants can only be eligible for one type of Priority Qualification.

Essential Workforce: Any household with a member employed by San Juan County, Town of Silverton, Silverton School, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue regularly for two (2) full years before application. *To qualify for priority entries for Essential Workforce, applicant's employer must submit a completed Employment Verification Form to the SJDA document upload portal before the application window closes.*

Employee in San Juan County: Currently employed by a business located in San Juan County. To qualify for priority entries for Employee in San Juan County, applicant's employer must submit a completed Employment Verification Form to the SJDA document upload portal before the application window closes.

Resident of San Juan County (not in labor force or unemployed): Residents out of the work force or unemployed that have lived within San Juan County for two (2) years within the last five (5) years. To qualify for priority entries for Resident of San Juan County, applicant must complete the residential history within the online application.

For two (2) or more applicants per application:

- a. You may only get a total of three (3) points per application for the Essential Workforce priority.
- b. Residence history may be applied only to the person that has live in San Juan County the longest.

The Priority Qualifications and Additional Entries are displayed in the table below:

Priority Qualification	Sum of Residency in last 5 Years	Additional Entries
Essential Workforce		+3 entries
Non-essential	1-2 years	+1 entry
Workforce in San Juan County	2-5 years	+2 entries
	5+ years	+3 entries
Resident of San Juan County (not in labor force or unemployed)	2+ years	+ 1 entry

Example Lottery Entries:

Resident A: Makes 80% AMI. She has lived in San Juan County for five years. Is employed by Silverton School—total entries: 4.

Resident B: Makes 100% AMI. He is Essential Workforce is moving here to work for the Town. Total entries: 4.

Resident C: Makes 100% AMI. She has worked in the service industry for the past 5 years. Total entries: 4.

Resident D: 100% AMI. Retired. She has lived in San Juan County for 2+ years. Total entries: 2.

Resident E: 80% AMI. They have lived here for 3 years. Works remotely. Total entries: 1.

Resident F: 100% AMI. In the past 5 years he has worked in the service industry for 1 year and has been unemployed for 2 years. (Can only select one Priority Qualification) Total entries: 2.

Residents G: 80% AMI. She works for the Town of Silverton, and he works for Silverton Medical Rescue. Only one person per household can be applied to the Priority Qualifications. Total entries: 4.



Deed Restriction Property Purchase Application

The Following Information Must be Submitted Through the Online Application on the SJDA Website OR via mail to PO 722 Silverton, CO 81433 within the Published Application Window.

Incomplete Applications Will Not Be Considered.

- A mortgage pre-approval letter obtained within the last 30 days – due to fluctuating interest rates.
- Signed and Notarized Release of Information Form
- Signed Employment Verification Form if applying for preference consideration.

This application will be rendered incomplete if not signed and dated.

SJDA Staff will evaluate the application for eligibility based on criteria in the Deed Restrictions of the properties being applied for. This application is for 80% and 100% AMI Deed Restricted Single-Family Housing Units in Anvil Mountain Subdivision. Applicants MUST meet the 80% or 100% AMI income level to qualify for the lottery. Applicants who do not meet the AMI requirements of the Housing Units DO NOT qualify for the lottery.

Complete the application in the person's name with the greatest verifiable longevity in the community.

San Juan Development Association predicts the completion of the three (3) Anvil single-family housing units to be between October 2024 and October 2025.

_____ (initial here) I/We are applying to purchase a home in the Anvil Single-Family Development Project.

_____ (initial here) I/We understand lottery admittance is dependent upon 1) a complete application submission, 2) AMI qualifications, and 3) mortgage certification qualification. Applications must be complete upon submission. Partial applications will not be considered.

_____ (initial here) I/We understand lottery priority is given to applicants that (1) qualify for priority entries and (2) on time and complete the Employment Verification Form submission, as described in the Ownership Lottery Procedure.

_____ (initial here) I/We have secured a mortgage preapproval and have attached a letter from a lender stating the maximum mortgage for which I am qualified. My/our lender understands the deed restriction.

_____ (initial here) I/We used the SJDA Income Calculator to estimate, to my/our best knowledge, my/our income level, AND my/our income level is either 80% or 100% of the AMI for the number of people in my/our application.

_____ (initial here) I/We understand that IF I/We do not have an 80% or 100% AMI Income Level, I/We do not qualify for this application, and the application will not be considered.

_____ (initial here) I/We understand the posted estimated build completion date is subject to change.

_____ (initial here) I/We understand if purchased, the residence must be used as my/our primary home and maintain it as my/our primary residence in the future.

HOUSEHOLD INFORMATION

I/We are applying for AND qualify for (check one):

80% AMI Deed Restricted Single-Family Unit

100% AMI Deed Restricted Single-Family Unit

Applicant: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Phone: _____

Co-Applicant: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Phone: _____

Other Household Members

_____ Age: _____ Relationship to Applicant: _____

_____ Age: _____ Relationship to Applicant: _____

_____ Age: _____ Relationship to Applicant: _____

_____ Age: _____ Relationship to Applicant: _____

_____ Age: _____ Relationship to Applicant: _____

_____ Age: _____ Relationship to Applicant: _____

If household members are over the age of eighteen (18), income must be included in the AMI calculation by lender. Names must be stated in lender pre-qualification/approval letter.

Check only one (1) of the following boxes if applicable:

- I am an Essential Workforce as defined in the Ownership Lottery Procedure.
 - I understand my employer needs to submit an Employment Verification Form to achase@sanjuandevlopment.com before the application window closes to receive priority entries for the lottery.
- I am a non-essential workforce employed in San Juan County.
 - I understand my employer needs to submit an Employment Verification Form to achase@sanjuandevlopment.com before the application window closes to receive priority entries for the lottery.
 - I understand I need to fill out the Residence History below.
- I have been a resident of San Juan County for 2+ years and am out of the labor force or unemployed.
 - I understand I need to fill out the Residence History below.

RESIDENCE HISTORY

Only to be completed for those applying for priority entries: Non-Essential workforce in San Juan County, Resident of San Juan County for 2+ years, and out of the workforce/unemployed. Only include residences occupied in the last ten (10) years, starting with the most recent, and only up to 5 years total living in Silverton.

Residence 1 – Physical Adress: _____

Time-frame of Occupancy: _____ Total Months _____

Residence 2 – Physical Adress: _____

Time-frame of Occupancy: _____ Total Months _____

Residence 3 – Physical Adress: _____

Time-frame of Occupancy: _____ Total Months _____

Residence 4 – Physical Adress: _____

Time-frame of Occupancy: _____ Total Months _____

Residence 5 – Physical Address: _____

Time-frame of Occupancy: _____ Total Months ____

Residence 6 – Physical Address: _____

Time-frame of Occupancy: _____ Total Months ____

Residence 7 – Physical Address: _____

Time-frame of Occupancy: _____ Total Months ____

CERTIFICATION

Under penalty of perjury, the applicant certifies the following

1. All information provided in this application, including attachments, submitted to the San Juan Development Association to purchase San Juan County Deed-Restricted Property are true, complete, and correct to the best of the Applicant’s knowledge;
2. The Applicant, on the basis of the application presented, believes that the Household qualifies to occupy the Housing Unit in question according to the Deed Restriction, these Guidelines and all other applicable procedures, rules and regulations.

Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to SJDA shall be cause for immediate expulsion from the application process and/or forced sale of the Housing Unit.

Effective this ____ **day of** _____, **20**_____.

Applicant Signature

Co-Applicant Signature

SUBJECT: SJDA Art Through the Seasons Funding Request

DATE: 11/2/2023

CONTACT: Anne Chase achase@sanjuandevlopment.com

History

In May 2023, the Town of Silverton was accepted into the Main Street Program through the Department of Local Affairs. San Juan Development Association is the host of this program. Over the next three years, SJDA will be working to address four strategic priorities on Greene and Blair Streets: 1) Build a cohesive business community in the Historic Core along Greene and Blair Streets, 2) Offer resources for historic preservation and property beautification, 3) Advocate for streetscape enhancement, 4) Develop a year-round thriving economy.

Project Overview

SJDA is excited to announce a new project, "Art Through the Seasons," focusing on creating visual interest in our Historic Core throughout the year. Artists in San Juan County are invited to apply for a chance to have their art selected to be printed on a window cling and installed on the windows of seasonally closed or vacant storefronts on Greene and Blair Street. This project was designed to create visual vibrancy in the Historic Core during the 'slow seasons.' The installation of local art on vacant windows not only beautifies the streetscape but also transforms underutilized spaces into engaging and visually appealing destinations. Additionally, participating artists receive compensation for the use of their work and benefit from outstanding promotion of their businesses.

A volunteer Art Selection Committee, composed of representatives of the Silverton Creative District, Town of Silverton, Chamber of Commerce, San Juan County Tourism Board, and SJDA board, has assigned submitted artwork to participating buildings. There are 25 windows currently enrolled in the project with 9 participating businesses/building owners. The program is ready to move forward with purchasing the art prints and installing the project.

Project Mock-ups



Budget Overview and Request

SJDA is seeking \$2,053.50 to cover the cost of printing, installation materials, and artist payments from the Visitor Enhancement fund. See below for detailed budget.

QUOTE

ART THROUGH THE SEASONS
ROUND 1 2023
SAN JUAN DEVELOPMENT ASSOCIATION

DESCRIPTION	RATE	NUMBER	COST
Selected Artist	\$100/ea	11	\$1,100
Vinyl Prints		26	\$993.30
Installation Materials		msc.	\$440
Sub-Total			\$2,533.3
Business Payments			-\$480
TOTAL			\$2,053.30

Printing Expense

Shopping Cart

Customer Product Shopping Cart Payment

Last step to success

Continue Shopping

Your Cart: 27 Items

Outdoor Banners

Size (W x H) 36.2 x 35.8 (inch) | \$16.31 Qty **\$26.80**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$8.49
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$14.65	\$14.28	\$13.73	\$13.18	\$12.62			

Save for later

Outdoor Banners

Size (W x H) 31.5 x 50.4 (inch) | \$22.44 Qty **\$115.40**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$21.54
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$22.05

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$17.95	\$17.30	\$16.81	\$16.18	\$15.11			

Save for later

Outdoor Banners

Size (W x H) 35 x 68 (inch) | \$33.03 Qty **\$172.98**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$32.28
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$33.06

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$36.90	\$36.23	\$35.22	\$34.41	\$23.54			

Save for later

Outdoor Banners

Size (W x H) 34 x 38 (inch) | \$19.26 Qty **\$48.96**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$8.77
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$8.97

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$14.61	\$14.24	\$13.72	\$13.15	\$12.19			

Save for later

Outdoor Banners

Size (W x H) 34.4 x 58.3 (inch) | \$28.34 Qty **\$72.88**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$13.80
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$13.93

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$22.67	\$22.11	\$21.28	\$20.40	\$19.54			

Save for later

Outdoor Banners

Size (W x H) 18.5 x 32 (inch) | \$19.00 Qty **\$37.48**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$8.49
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$4.99

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$12.90	\$11.70	\$11.29	\$10.80	\$10.30			

Save for later

Outdoor Banners

Size (W x H) 31 x 56.4 (inch) | \$28.02 Qty **\$66.92**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$12.49
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$12.70

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$22.82	\$20.30	\$19.52	\$18.73	\$18.21			

Save for later

Outdoor Banners

Size (W x H) 41 x 81 (inch) | \$48.03 Qty **\$120.68**

Choose Material Vinyl
Upgrade to Premium 18 oz with UV Print | \$23.52
Hanging Options: No grommets

Estimated delivery Fri, Nov 17th, 2023

Reference image

Lamination: Yes (Recommended for outdoor use) | \$23.08

Qty	2	10	11	25	26	30	\$1,100	+ 100
Price	\$37.54	\$36.81	\$36.20	\$35.79	\$32.95			

Save for later

Outdoor Banners

PROCEED TO CHECKOUT

OR

USE YOUR AMAZON ACCOUNT

GUARANTEED SAFE CHECKOUT

3 Size (W X H) 34 x 36 (inch) | \$18.26 **Qty** **\$46.96**
 Choose Material Vinyl **Estimated delivery Fri, Nov 17th, 2023**
 Upgrade to Premium: 16 oz with UV Print | \$8.77
 Hanging Options: No grommets
 Lamination: Yes (Recommended for outdoor use) | \$8.97

Reference Image

Qty	2 - 10	11 - 25	26 - 50	51 - 100	> 100
Price	\$14.61	\$14.24	\$13.75	\$13.18	\$12.78

Save for later

8 Size (W X H) 37 x 85 (inch) | \$44.44 **Qty** **\$228.56**
 Choose Material Vinyl **Estimated delivery Fri, Nov 17th, 2023**
 Upgrade to Premium: 16 oz with UV Print | \$42.56
 Hanging Options: No grommets
 Lamination: Yes (Recommended for outdoor use) | \$43.68

Reference Image

Qty	2 - 10	11 - 25	26 - 50	51 - 100	> 100
Price	\$35.59	\$34.88	\$33.33	\$32.00	\$31.11

Save for later

4 Size (W X H) 36 x 40 (inch) | \$29.35 **Qty** **\$104.68**
 Choose Material Vinyl **Estimated delivery Fri, Nov 17th, 2023**
 Upgrade to Premium: 16 oz with UV Print | \$19.54
 Hanging Options: No grommets
 Lamination: Yes (Recommended for outdoor use) | \$10.00

Reference Image

Qty	2 - 10	11 - 25	26 - 50	51 - 100	> 100
Price	\$18.28	\$15.97	\$15.28	\$14.65	\$14.29

Save for later

Proof Request

Apply Discount Code

Code: **APPLY**

Estimate Shipping

Subtotal **\$893.30**
 Shipping **\$0.00**
 (Estimated delivery Fri, Nov 17th, 2023 - Super Saver)

Grand Total: \$993.30

Installation Materials

Shopping Cart

Berwick Offray 284933 1.5" Wide Double Face Satin Ribbon, Red, 3 Yds (Pack of 2)
\$3.98
 Quantity: 4

Sprayway Glass Cleaner - 6 Cans
\$14.88
 Quantity: 4

Command Outdoor Medium Terrace Hooks, Black, 3 lb Capacity, Water-Resistant Strips, 2-Hooks, 4-Strips, Decorate Damage-Free
\$3.87
 Quantity: 1

Coidpfty Double Sided Wide Tape for Walls 1.58" Wider Removable Poster Tape Magic Mount Tape Heavy Duty Sticky Tape for Wall Hanging Pictures Traceless Washable Adh
\$12.99
 Quantity: 1

Subtotal (52 items): \$470.81
 (This value includes shipping)

Customers Who Bought Items in Your Recent History Also Bought

- Berwick Offray 284933 1.5" Wide Double Face Satin Ribbon, Red, 3 Yds (Pack of 2) **\$3.98**
- Command Outdoor Medium Terrace Hooks, Black, 3 lb Capacity, Water-Resistant Strips, 2-Hooks, 4-Strips, Decorate Damage-Free **\$3.87**
- Berwick Offray 284933 1.5" Wide Double Face Satin Ribbon, Red, 3 Yds (Pack of 2) **\$3.98**

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PUBLIC HEALTH SERVICES
BETWEEN
LA PLATA COUNTY
AND
SAN JUAN COUNTY**

This Intergovernmental Agreement for the Provision of Public Health Services (“Agreement” or “Contract”) is entered into by and between Board of County Commissioners of La Plata County (“La Plata”) and the Board of County Commissioners of San Juan County (“San Juan”) (collectively referred to as “Counties” or “Parties” and each individually as a “County” or “Party”).

RECITALS

- A. San Juan Basin Public Health (“SJBPH”) has operated as a public health agency serving both Counties for many years; and
- B. SJBPH has historically operated many programs and services that serve residents in both Counties; and
- C. SJBPH will dissolve as a matter of law on December 31, 2023; and
- D. La Plata County will acquire jurisdiction over public health in La Plata County on January 1, 2024 and is preparing to deliver public health services and programs to La Plata County residents; and
- E. San Juan County currently has in place a MOU with SJBPH for certain public health services in San Juan County (the “MOU”); and
- F. The MOU will expire upon the dissolution of SJBPH; and
- G. The Counties have identified certain service areas where efficiencies can be achieved by collaborating in service delivery.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Effective Date, Term, and Termination.
 - a. Effective Date. This Agreement shall not be valid or enforceable until the Effective Date. The Effective Date shall be the latter of (1) the date fully executed by both Parties, or (2) January 1, 2024.
 - b. Term. The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall expire on June 30, 2027, unless otherwise terminated as provided herein.
 - c. Termination.
 - i. For Cause Termination. Either Party shall have the right to terminate this Agreement for cause upon thirty (30) days’ written notice to the other

Party. Any such notice shall specify the cause upon which it is based. The violating Party shall have thirty (30) days to rectify the cause specified in the notice of termination, and if such cause is not rectified, in the sole discretion of the non-breaching Party, within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such thirty (30) day period, this Agreement shall not automatically terminate so long as the violating Party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the Parties that “cause” for termination subject to notice and cure under this Section includes material breach by either Party of any of its obligations under this Agreement, including, failure by a Party to perform its service, payment or other obligations in accordance with the requirements and standards specified in this Agreement. Notwithstanding the notice provisions hereof, no notice and opportunity to cure shall be required if a Party has previously received notice for the same or a substantially similar breach within the twelve (12) month period immediately preceding the breach.

- ii. Automatic Termination. As set forth in Section 5 and **Exhibit A, Federal Payor Requirements**, this Agreement shall be automatically terminated for violations of federal payor requirements.
- iii. Termination for Convenience. This Agreement may be terminated by either Party for any reason, including its own convenience, upon sixty (60) days’ advance written notice.
- iv. Effect of Termination. Upon termination or expiration of this Agreement, the Parties shall cooperate with the orderly transfer of responsibilities. All records related to Services provided shall be promptly transferred, as permitted by law.

2. General Statement of Services.

- a. It is the express intent of the Parties to enter into this Agreement for the purpose of defining general terms and conditions under which public health programs and services contracted for pursuant to the terms herein (“Services”) shall be delivered.
- b. The Parties expressly acknowledge that no specific purchase of Services is made by this Agreement. The Parties will define specific Services to be performed through Service Order(s).

3. Service Orders.

- a. Parties will use Service Orders to define specific Services to be performed under this Agreement and the specific roles of Parties. Service Orders are effective only when fully executed by both Parties.
- b. Service Order(s) incorporate by reference all the terms and conditions of this Agreement. A Service Order template is attached as **Exhibit B, Service Order Template**.

- c. **Service Order Amendment or Termination:** Each Service Order may be amended or terminated by either Party for any reason, including its own convenience, upon thirty (30) days written notice to the other Party. Service Orders may be terminated immediately upon written notice, if a third-party funding agreement that provides funding for all or some of the Services in such Service Order terminates for any reason. Termination of a Service Order does not amend or terminate this Agreement.
4. **No Status Change.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of either County shall in any respect alter or modify the status of officers, agents, or employees of the respective entities for purposes of wages, salaries, worker's compensation, unemployment insurance, benefits, entitlements, pension, discipline, certification or any other conditions of employment.
- a. **Employee status.** At no time shall an employee of one County be considered an employee of the other County for any purpose whatsoever.
- b. **Employee Performance, Policies and Procedures.** All employees shall be subject to the personnel and other applicable policies and procedures of their employer County. Each County shall be solely responsible for managing performance of its own employees. Each County shall be solely responsible for the means and methods by which the Services are provided to the other County.
- c. **Benefits and Compensation.** Each County shall at all times, and at its sole cost, be responsible for providing the compensation and benefits payable to its own employees. Each County is solely responsible for defining the terms and conditions of employment for its employees.
- d. **Insurance and Workers Comp.** Each County is responsible for complying with all employment laws and insurance laws relating to its employees and shall purchase and provide proof of unemployment insurance and workers' compensation coverage for all such employees. To the extent any employee of a County is injured in the course of performing activities contemplated hereunder, the claim shall be treated as a work assignment for such County and such County shall remain responsible for addressing the matter and processing any worker's compensation claim related to its employees.
5. **Federal Payor Requirements and HIPAA.** To the extent applicable to the Parties, each Party agrees to comply with the Federal Payor Requirements and HIPAA rules and obligations set forth in **Exhibit A, Federal Payor Requirements, and Exhibit C, HIPAA Business Associate Agreement**, attached hereto. To the extent that a County receives services necessitating a Business Associate Agreement (BAA), such County will execute the BAA and comply with its terms and conditions.
6. **Funder Pass Thru Provisions.** Parties acknowledge and agree that funding for the Service Orders is often partly or fully provided to one or both Counties by third party funders. Whichever County is the direct recipient of the funding ("Recipient County") is ordinarily required to execute a contract with the funder that may contain obligations. Regardless of whether the other County is determined to be a subrecipient or contractor under such funding and/or grant contract, the other County (the "Beneficiary County")

agrees that it shall cooperate with the Recipient County in providing any and all documents and agreements necessary to facilitate provision of Services and shall comply with all additional requirements that are imposed by Recipient County in order for Recipient County to meet its own responsibility to the funding agency, including but not limited to timely submission of any financial or performance reports.

- a. As soon as practicable, Recipient County shall inform Beneficiary County of the funding source for a Service Order and provide copies of the funding contract, if requested.
- b. Parties intend to use Service Orders to clearly articulate the specific obligations of each Party, including obligations required by funders.
- c. Even if the Service Order does not fully articulate the specific obligations required by funder(s), the Beneficiary County shall comply (and ensure compliance of its employees, agents, assigns, contractors, and subcontractors) with the requirements that are imposed by Recipient County in order for Recipient County to meet its own responsibility to the funder, upon reasonable notice of those specific obligations.
 - i. If Recipient County is receiving federal funds to support a Service Order, or compliance is otherwise federally mandated each County shall comply (and ensure compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors) with the federal provisions set forth in **Exhibit D, Federal Award Provisions**, and any other reasonable funder requirements upon notification from Recipient County.
 - ii. If Recipient County is receiving Colorado Department of Public Health and Environment (“CDPHE”) funds to support a Service Order, the Beneficiary County shall comply (and ensure compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors) with the CDPHE requirements set forth in **Exhibit E, CDPHE Award Provisions**, and other reasonable funder requirements upon notification from Recipient County.
- d. Each County intends to execute any further documents and perform any additional actions as are reasonably necessary to ensure the Recipient County can satisfy all funder requirements. In the event that a County refuses to execute such further documents or perform such additional actions, either County may immediately terminate the applicable Service Order.

7. Fleet and Facilities:

- a. Equipment. Each County shall provide and maintain its own equipment. A County performing Services under this Agreement will also provide all equipment necessary to perform such Services, unless otherwise agreed within a Service Order.
- b. Fleet. Each County shall be solely responsible for providing and maintaining its own fleet for its own employees’ use in performing Services. Counties do not intend for employees to use or borrow the other County’s vehicles, unless otherwise agreed within a Service Order.

- c. Facilities. Each County intends to maintain and equip facilities appropriate to their own public health needs.
- 8. Insurance. Each County shall maintain at all times during the terms of this Agreement, such liability insurance, commercial policy or self-insurance, as is necessary to meet its obligations under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “CGIA”).
- 9. General Provisions.
 - a. This Agreement, including referenced Exhibits and executed Service Orders, supersedes all previous understandings, contracts, or agreements between the Parties with respect to the subject matter and constitutes the entire agreement between the Parties.
 - b. Compliance with laws. Parties shall comply with all applicable federal, state, and local laws, rules, and ordinances, as well as the requirements of any grant or contract providing funding for the Services.
 - c. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered in person; by certified mail, postage prepaid, return receipt requested; or by a commercial overnight courier that guarantees next day delivery and provides a receipt. Any such notice shall be effective on the earlier of the time when such notice is actually received or the third day following its deposit in the United States mail postage pre-paid, addressed to the Primary Contact or to such other address as either party may from time to time specify in writing to the other party.

Notice to La Plata County:	Notice to San Juan County:
La Plata County Public Health Director	San Juan County Public Health Director
Theresa Anselmo	Becky Joyce
1101 E. 2 nd Ave. Durango, CO 81301	1315 Snowden St. Silverton, CO 81433

- d. Governing Law and Jurisdiction. The terms and conditions of this Agreement shall be construed, interpreted, and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.
- e. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof, to the extent the Parties’ obligations under this Agreement may be accomplished within the Agreement’s intent.
- f. No Implied Waivers. The failure by the County to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not

be construed as a general waiver of this Agreement or any provision herein nor shall such action act to estop the County from subsequently enforcing this Agreement according to its terms.

- g. Assignment. This Agreement is one for personal services and as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party.
- h. Conflict Resolution. Parties value a strong working relationship. In the event that either County is dissatisfied with any aspect of the Services delivery, Parties intend that the health department directors will confer and attempt to reach a resolution. If the matter is not resolved, the County Managers will meet and attempt to reach a resolution. This conflict resolution clause does not replace or alter either party's termination rights or other rights available at law or equity.
- i. Modification and Amendment. This Agreement may not be amended except as follows:
 - i. Modification by Operation of Law.
This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and become part of this Agreement, as if fully set forth herein.
 - ii. Other Modifications.
If either County desires to modify the terms of this Agreement other than as set forth elsewhere in this Agreement, written notice of the proposed modification shall be given to the other Party. No such modification shall take effect unless agreed to in writing by both Parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
- j. Survival of Certain Provisions. Notwithstanding any provision herein to the contrary, any provision of this Agreement requiring continued performance shall survive this Agreement's termination and shall be enforceable by the other County if a County fails to perform as required.
- k. No Third Party Beneficiaries. No person or entity, other than a Party to this Agreement, shall have any right of action under this Agreement.
- l. Headings. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
- m. Force Majeure. Neither County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes, and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

- n. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, neither County waives, either expressly or impliedly, any protection or immunity provided to it pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
- o. Confidentiality. During the term of this Agreement, a County may be provided or come into possession of confidential information or disclosures, including but not necessarily limited to the legal opinions of the other County's legal counsel or the opinions of public officials expressed during a properly convened executive session of a Board of County Commissioners. Such confidential information and other information not otherwise subject to disclosure to the public under the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.*, obtained by a County during this Agreement's terms, shall not be disclosed, taken, or misused by any reason by the other County or any of its agents or subcontractors.

Further, if either County maintains, stores, processes or has access to "personal information," as defined below, that County agrees that it shall guard such personal information from unauthorized access, use, modification, disclosure or destruction, pursuant to C.R.S. § 24-73-102, as amended. Each County shall implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information and size of the County business.

Each County further agrees to destroy such personal information by shredding, erasing or otherwise modifying the personal information in paper or electronic documents to make the information unreadable or indecipherable through any means once the Agreement terminates, unless a different timeframe is otherwise agreed to by the parties and set forth herein.

Each County shall notify the other County within three (3) business days of any security breach or other unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of such personal information. Good faith acquisition of personal information by County employees in performance of the Services specified in this Agreement is not a security breach; provided, that the information is not used for any other purpose or subject to further disclosure. In the case of any breach or unauthorized access, the County whose systems were breached or who permitted the disclosure or unauthorized access shall cooperate with the other County to provide information to affected persons and other third parties, as required by this Agreement or C.R.S. § 24-73-103, as amended, and shall be solely responsible for any cost and expense related to notification.

i. Personal Information Defined.

For purposes of this Agreement, "personal information" means the following: social security number; personal identification number; password; passcode; official state or government-issued driver's license or identification card number; government passport number; employer,

student or military identification number; health insurance identification number; financial transaction device (i.e., any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check”, a “negotiable order of withdrawal”, and a “share draft” as defined in C.R.S. § 18-5-205, as amended); biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating an individual when s/he accesses online accounts; or any information about a person’s medical or mental health treatment or diagnosis by a health care professional.

- p. Colorado Open Records Act. Parties are each subject to the Colorado Open Records Act (“CORA”). As a courtesy, parties intend to promptly inform each other of any CORA request received by a County for copies of information that the other County owns.
- q. Management Information. In addition to any other specific reporting requirements set forth in Service Orders and elsewhere herein, each party shall retain and preserve all information related to Services Provided hereunder consistent with its existing retention policies. Each County shall, upon request, and to the extent permitted by law, provide management information about the Services to the other County. Management Information is the type of functional information ordinarily useful in making management decisions and evaluating whether the Services are meeting a County’s needs. Management Information may include such things as participation rates and numbers, geographic concentrations of Services provided, demographic information, resources expended, service levels, customer experience, identified improvements needed, and growth projections. Parties agree that such information shall be de-identified, anonymized, and aggregated in a manner consistent with the privacy obligations established herein and by law. A County is not obligated to provide the other County with specific Personal Information, Protected Health Information (defined in Section 9(n)(i) and Exhibit B), information protected by law, or individualized information about a particular person or family that would create privacy concerns.
- r. La Plata County’s Delegation. The La Plata County Manager is authorized to negotiate and execute administrative amendments to this Agreement that are consistent with its purpose and have been reviewed by the County Attorney. The County Manager may extend the term by up to four (4) additional three-year (3) terms. The La Plata County Manager is hereby authorized to negotiate, execute, amend, and terminate individual Service Orders, provided that they:
 - i. Take the form of the template (attached as Exhibit B),
 - ii. Have been approved by the Board of Health or their designee,

- iii. Have been approved by the County Attorney's Office, and
 - iv. Do not require the County or the Health Department to incur material costs for Services delivery into another County. The County Manager may authorize minor and de minimis costs, such as additional personnel time, overhead, or travel to other Counties, if the County Manager determines that the benefits to La Plata County Citizens outweigh such costs.
- s. San Juan County's Delegation. The San Juan County Administrator is authorized to negotiate and execute administrative amendments to this Agreement that are consistent with its purpose and have been reviewed by the County Attorney. The County Administrator may extend the term by up to four (4) additional three-year (3) terms. The San Juan County Administrator is hereby authorized to negotiate, execute, amend, and terminate individual Service Orders, provided that they:
- i. Take the form of the template (attached as Exhibit B),
 - ii. Have been approved by the Board of Health or their designee,
 - iii. Have been approved by the County Attorney's Office, and
 - iv. Do not require the County or the Health Department to incur material costs for Services delivery into another County. The County Administrator may authorize minor and de minimis costs, such as additional personnel time, overhead, or travel to other Counties, if the County Administrator determines that the benefits to San Juan County Citizens outweigh such costs.
- t. Execution. By signing below the Parties represent that: (a) he/she/it is authorized to execute and enter contracts on behalf of such Party; (b) he/she/it has read and understands the Agreement. This Agreement may be executed in counterparts.

List of Exhibits to Agreement

EXHIBIT A: Federal Payor Requirements

EXHIBIT B: Service Order Template

EXHIBIT C: HIPAA Business Associate Agreement & Appendix

EXHIBIT D: Federal Award Provisions

EXHIBIT E: CDPHE Award Provisions

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Signature Page to:
INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PUBLIC HEALTH SERVICES
BETWEEN
LA PLATA COUNTY
AND
SAN JUAN COUNTY

In Witness Whereof, the Parties have executed this Agreement

La Plata County, Colorado
Board of County Commissioners

By: _____
Marsha Porter-Norton, Chair

_____ Date

ATTEST:
CLERK TO THE BOARD

Signature Page to:
INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PUBLIC HEALTH SERVICES
BETWEEN
LA PLATA COUNTY
AND
SAN JUAN COUNTY

In Witness Whereof, the Parties have executed this Agreement

San Juan County, Colorado
Board of County Commissioners

By: _____ Date _____
Austin Lashley, Chair

ATTEST:
CLERK TO THE BOARD

EXHIBIT A – FEDERAL PAYOR REQUIREMENTS

1. **Excluded Provider & Indemnification.** Each of the Parties hereby represents and warrants that it is not now and at no time has it been excluded from participation in any federally funded health care program, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that such party is in breach of this Section, the Service Order describing participation in any federally funded health care program shall, as of the effective date of such exclusion or breach, automatically terminate.
2. **Application of Requirements.** Parties specifically recognize that each party may provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by County-based physicians, to the extent that such services are provided pursuant to this Agreement. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.
3. **No Billing in Violation of Medicare Regulations.** Parties intend the Service Orders to define which County will submit claims to federally funded health care programs, state funded health care programs, patients, insurers, or other third parties for Services provided under this Agreement.

If the Service Order is silent: The County who employs the rendering provider shall have the right to submit such claims. The other County shall not submit on behalf of itself or Contracting Party any such claim to any federally funded health care program, state funded health care program, a patient, insurer or any other third person for Services provided by Contracting Party under this Agreement. The County who employs the rendering provider may immediately terminate this Agreement upon the other Party's violation of this section. This Section shall survive the termination of this Agreement.

4. **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code ("U.S.C."), until the expiration of four (4) years after the termination or expiration of this Agreement, each of the Parties shall make available, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by said party under this Agreement. Each of the Parties further agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related

organization to make available until the expiration of four (4) years after the furnishing of such goods or services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

5. Compliance with Medicare Anti-Kickback, Self-Referral and Anti-Rebate Laws. Neither party shall engage in any activity prohibited by 42 U.S.C. Section 1395nn (42 Code of Federal Regulations, Part 411 (411.1 to 411.361)), 42 U.S.C. Section 1320a-7a and 42 U.S.C. Section 1320a-7b (42 Code of Federal Regulations, Part 1001 (1001.952(a) to 1001.1001)) or any other federal, state or local law or regulation relating to the referral of patients, including, without limitation, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered or revised, nor shall either party associate or engage in similar activities with respect to any third party payors, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind, or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or any other state or federally funded healthcare payment program.
6. No Referral Obligation. Nothing in this Agreement shall be construed to require either Party to refer patients to the other Party.

EXHIBIT B –SERVICE ORDER TEMPLATE

This Service Order is executed pursuant to the Intergovernmental Agreement Between La Plata County and San Juan County for Delivery of Public Health Services (“Agreement”), which was executed on _____ and is effective until June 30, 2027 unless earlier terminated. The terms and conditions set forth in the Agreement are applicable and incorporated as if fully set forth herein.

Service Order Number	
Service Order Start Date	
Service Order Expiration Date	
Service Order Maximum Amount (include details by year, quarter, or month)	
Pricing Structure (fixed fee, actual cost, etc)	
Invoicing Frequency	
Staff Representative for La Plata County	
Staff Representative for San Juan County	
Exhibits attached and incorporated	

In accordance with the Agreement, La Plata County shall deliver the following Services and San Juan County shall provide the following payments or other consideration:

1. **La Plata County’s Responsibilities: (include funding, service descriptions, etc.)**
2. **San Juan County’s Responsibilities: (include funding, service descriptions, etc.)**
3. **Other terms and conditions:** (Include required flow-down provisions from the Funder that aren’t addressed)

THE PARTIES HERETO, OR AUTHORIZED DESIGNEES, HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<u>FOR LA PLATA COUNTY</u>	<u>FOR SAN JUAN COUNTY</u>
By: Signature	By: Signature
Printed Name of Person Signing	Printed Name of Person Signing
Title of Person Signing	Title of Person Signing
Date: _____	Date: _____

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between La Plata County and San Juan County is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, La Plata County is referred to as “Covered Entity” and San Juan County is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
 - ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement

with Business Associate.

- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
 - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
 - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- o. Safeguard During Transmission.
 - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS- compliant encryption algorithm.
- p. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- q. Business Associate's Insurance and Notification Costs.
 - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- r. Subcontractors and Breaches.
 - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the

Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- b. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the

possession of Business Associate in which Covered Entity has an interest.

c. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its

employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT D: FEDERAL AWARD PROVISIONS

The following terms and conditions are applicable if a Service Order is supported by federal funds. Beneficiary County receiving Services provided by a Recipient County shall comply with the federal provisions and requirements set forth herein and shall ensure the compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors, with the federal provisions and requirements set forth herein.

1. Recipient County shall inform Beneficiary County of the Federal Award Identification and provide all applicable information, such as FAIN number.
2. Recipient County shall identify the status of Beneficiary County as to the Federal Award and inform Recipient County. For example, Beneficiary County may have status as a contractor or a subrecipient, as that term is defined within 2 C.F.R. §200.
3. Beneficiary County and its agents, employees, assigns and Subcontractors shall at all times strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
4. Beneficiary County shall permit Recipient County and any auditors to have access to Beneficiary County's records and financial statements as necessary for Recipient County to meet the requirements of 2 C.F.R. §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
5. Beneficiary County shall submit all financial, performance, and other reports requested by Recipient County to Recipient County no later than thirty (30) calendar days after the period of performance end date or request of Recipient County.
6. Matching Funds. If matching funds are required, Beneficiary County shall provide matching funds as stated in the Service Order or other agreement. Beneficiary County shall have raised the full amount of matching funds prior to the effective date of the federal award and shall report to Recipient County regarding the status of such funds upon request. Beneficiary County's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes by the authorized representatives of the Beneficiary County and paid into the Beneficiary County's treasury or bank account. Beneficiary County does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Beneficiary County shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Beneficiary County's laws or policies.
7. Notwithstanding any other provision of this Agreement, the record retention period shall be at least as long as the retention period described in 2 C.F.R. § 200.333.

8. Beneficiary County shall comply with the requirements of Subpart F – Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendment of 1996; 31 U.S.C. 7501-7507 and 2 C.F.R. 200.501.
9. Beneficiary County shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. When required by Federal program legislation, the “Davis-Bacon Act”, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”);
 - c. When required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. The “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. When applicable, the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. The provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 C.F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. When applicable, the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and Executive Order 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. Where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - p. All applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Recipient County may provide written notification to Beneficiary County of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
10. Debarment. Beneficiary County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; Beneficiary County shall comply with all applicable regulations pursuant to Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and Executive Order 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension.
11. Procurement. Beneficiary County shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, C.F.R. §§200.318 through 200.326 thereof.
12. Unless prohibited by Federal statutes or regulations, Recipient County may require Beneficiary County to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 C.F.R. §200.208). Submission may be required more frequently if Beneficiary County fails to meet a requirement of the Federal award. Beneficiary County shall certify in writing to Recipient County at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 C.F.R. §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

13. Event of Default. Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under this Agreement pursuant to 2 C.F.R. §200.339 and Recipient County may terminate the Agreement.
14. Close- Out. Beneficiary County shall close out this Agreement within 45 days after the End Date. Contract close out entails submission to Recipient County by Beneficiary County of all documentation defined as a deliverable in this Agreement or as required by Recipient County, and Beneficiary County's final reimbursement request, if applicable.
15. Erroneous Payments. The closeout of a Federal award does not affect the right of the Federal awarding agency or Recipient County to disallow costs and recover funds on the basis of a later audit or other review.

EXHIBIT E: CDPHE AWARD PROVISIONS

The following terms and conditions are applicable if a Service Order is supported by CDPHE (“State”) funds. The Beneficiary County shall comply with the CDPHE provisions and requirements set forth herein and other requirements necessary for Recipient County to comply with CDPHE requirements upon notification from Recipient County. Beneficiary County shall ensure the compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors, with the federal provisions and requirements set forth herein.

1. Funding Information. Recipient County shall inform Beneficiary County of the CDPHE funding and provide all applicable information.
2. Reporting and Records.
 - a. Beneficiary County shall provide all information and records requested by Recipient County to support Recipient County’s reporting obligations to CDPHE.
 - b. If Beneficiary County is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Beneficiary County’s ability to perform its obligations under this Agreement, Beneficiary County shall, within 10 days after being served, notify the Recipient County of such action and deliver copies of such pleading or document.
3. Inspection. Beneficiary County shall permit Recipient County, its independent auditors, or CDPHE to audit, examine, excerpt, copy and transcribe records related to this Agreement. Beneficiary County shall comply and cooperate with any CDPHE monitoring.
4. Confidentiality of State Records.
 - a. If Beneficiary County receives any CDPHE data, Recipient County shall (and ensure its subcontractors shall) provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement if applicable.
 - b. Beneficiary County shall execute an agreement containing nondisclosure provisions at least as protective as those imposed on Recipient County by CDPHE.
 - c. If Beneficiary County becomes aware of any Incident, it shall notify Recipient immediately and cooperate with Recipient and CDPHE regarding recovery, remediation, and law enforcement, as determined by CDPHE. Unless Beneficiary

County can establish that it, or its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Beneficiary County shall be responsible for the cost of notifying each person who may have been impacted by the Incident. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- d. If Beneficiary County or any of its subcontractors will or may receive Personal Identifying Information ("PII") under this Agreement, Beneficiary County shall provide for the security of such PII, in a manner and form acceptable to CDPHE, including, without limitation, CDPHE non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Beneficiary County shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.
5. Insurance. Beneficiary County shall maintain at all times during this Agreement, such liability insurance, commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act §24-10-101 *et. seq.* CRS. For each policy maintained, Beneficiary County shall name Recipient County and CDPHE as additional insured and provide certificates to Recipient County.
6. CDPHE's Ownership of Work Products. Beneficiary County assigns to Recipient the entire right, title, and interest in and to all causes of action, either in law or equity, for past, present or future infringement of intellectual property rights related to the Work Products and all works based on, derived from, or incorporating the Work Product. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. Beneficiary County shall execute applications, assignments, or other documents and shall render all reasonable assistance to Recipient and CDPHE in enabling CDPHE to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. To the extent that the Work Product (or any portion of the Work Product) would

not be considered works made for hire under applicable law, Beneficiary County hereby assigns to CDPHE (“the State”), the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Beneficiary County cannot make any of the assignments required by this section, Beneficiary County hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known. In addition, Beneficiary County grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Beneficiary County that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State. The State may assign and license its rights under this license.

7. Beneficiary County shall cooperate with Recipient regarding CDPHE’s vendor performance and monitoring and the State’s contract management system.
8. Beneficiary County is not a third party beneficiary of Recipient’s contract with CDPHE.
9. Beneficiary County shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits and other authorizations required to perform its obligations under this Agreement and shall ensure that any subcontractors do the same.
10. Beneficiary County shall not make any news release, publicity statement, or other public announcement without Recipient’s approval. Notwithstanding the foregoing, Counties are public entities and this agreement may be discussed in an open public meeting.
11. Beneficiary County shall not use funds under this Agreement for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Beneficiary County hereby certifies and warrants that Beneficiary County has and shall maintain in place appropriate systems and controls to prevent such improper use of CDPHE funds.



Work Plan

GSACO – 01

San Juan County CO

**Computer Assisted Mass Appraisal (CAMA) System
Implementation**

Government Software Assurance, Corp. (“GSA”)

November 7, 2023

Work Plan: GSAWP-01

This Work Plan GSAWP-01 ("Work Plan") is between Government Software Assurance, Corp. ("GSA") San Juan County Assessor's Office ("CLIENT") and is issued in accordance with and as a supplement to the provisions of the Master Agreement for Professional Services (the "Agreement") executed between GSA and CLIENT. By executing this Work Plan, both parties agree that the terms and conditions of the Agreement shall be incorporated, herein. In the event of a conflict between the terms of this Work Plan and the terms of the Agreement, this Work Plan shall take precedence.

Project: GSA CAMA System Installation

Initial Project Duration: Nov 7, 2023 --Jan 31st, 2028

The Work Plan has been approved by:
CLIENT

By: _____

Its: _____ County Assessor _____

Date: _____

For Government Software Assurance Corp.:

By: _____

Its: _____ President _____

Effective Date: _____

DELIVERABLES

#	Name	Description
1	Data Conversion	<p>GSA will convert the following data from the CLIENT's legacy software:</p> <ul style="list-style-type: none"> (a) For the current year data, GSA will convert names, addresses, property characteristics (land, buildings, extra features, and outbuildings), notes, exemption records, sales records including grantor and grantee if available, site addresses, permit records associated with parcels, the historical summary of values and any other data provided by the CLIENT from its legacy system where GSA CAMA has fields or methods to import and display such data. (b) Sketches will be converted from CLIENT's current vector format into GSA vector format. Sketches stored in binary format on CLIENT's legacy system will not be converted into GSA's sketching module, such as an Apex sketch notation, but area information will be converted including the name, heated, base, and effective area. If a JPEG of a sketch is available, it will be attached to the building as an image. (c) Attachments such as photo's or documents or scanned images will be available for viewing from GSA's interface by importing the URL and meta-data provided by the CLIENT. (d) GSA converts the data from current year extracts. At the end of the project, this will be a prior year's data as a new year begins. GSA will convert summary data for all prior years available. A full data conversion of two additional prior year will be completed, provided existing scripts can be used without modification. If scripts need to be modified, GSA will make the modification on a time and material's basis. <p>The CLIENT agrees to provide legacy system data in accordance with the following:</p> <ul style="list-style-type: none"> (a) CLIENT will provide all data in ASCII, machine readable format. (b) Data will be in consistent file format with records being comma, tab, or pipe () delimited format and each retransmission of the file, the field order will remain consistent. (c) CLIENT will provide field names and descriptions of each field in each file. (d) File names will not change between legacy data extract and retransmissions of files (e) CLIENT will provide all costing, index and depreciation rates used in the legacy system to calculate values and transfer that information with each export of their data. (f) CLIENT will extract and transmit legacy data upon request by GSA along with value summary reports, such as standard CO Dept. of Revenue required reports or files typically sent to the Dept. of Revenue with tax roll submissions. (g) Sketch details will be provided in traverse format ("pen" movements or equivalent) (h) CLIENT will transfer complete sets of data files to GSA by internet file transfer protocol (FTP). GSA charges an additional fee on a time-and-material basis for any CLIENT data which GSA needs to pull from the CLIENT's legacy system. A complete data set includes all data elements available in the Client's legacy system(s).

		<p>(i) CLIENT is responsible for the quality of the data it provides to GSA. Incomplete files, erroneous data, or failure to provide critical data elements, may result in additional charges.</p> <p>(j) If full, prior year data conversions are requested, CLIENT will provide the data in the same format as the current year data.</p> <p>GSA agrees to commence installation and data conversion according to a mutually agreed upon timeline between the parties. Both GSA and CLIENT understand and agree that any predetermined dates and/or schedules as they relate to the conversion of data will be adjusted to reflect the actual date of commencement. Any delay in the CLIENT's provision of any required information or documentation to GSA will automatically extend deadlines by at least the same number of business days attributable to the delay.</p> <p>GSA will convert CLIENT data, including costing rates and depreciation in a manner whereby a recalculation of property values, including Just Value, Classified Value Assessed Value and Taxable Value will be the within tolerance standards specified below as compared to values calculated in CLIENT's legacy system. GSA will meet or exceed the following calculation standards:</p> <ul style="list-style-type: none"> (a) Individual total parcel value will calculate within 5% of the legacy systems value. (b) The sum of just, assessed, and taxable value of all active parcels in the county will be within 3% of the legacy systems values. (c) Parcels in the legacy system with over-riden cost factors, values or cost adjustments may be converted to over-ride value in the GSA system. No more than 10% of the parcels that cost using the Legacy systems costing tables will be placed into an override mode within GSA. Override meaning that either the rate, the depreciation or the objects market value will be set equal to corresponding value from the legacy system and will not use internal calculations. (d) GSA may make software changes to accommodate legacy system methods of calculation of rates, depreciation, or value. Difference in value may be due to rounding, intermediate rounding within equations, errors in the legacy systems calculation techniques, or methods of applying rate adjustments, lump sum adjustment or other adjustments. GSA and CLIENT will work together to determine the best methods of matching legacy values.
2	Project Management	GSA and CLIENT shall each designate a project manager to work together for project planning and implementation support. GSA shall be primarily responsible for project management and will conduct regular project status meetings throughout the term of this work plan. Project milestones will be determined by the project managers.
3	General Features	The GSA software provides mechanisms for a CLIENT to complete all required duties for the valuation and production of a Colorado Tax Roll. It is expected that the GSA software suite will exceed the features and capabilities of your current software system, however, there will be differences in how GSA functions compared with other software systems. The GSA system will provide the follow general system capabilities in a way that the CLIENT can create valuations and assessments similar to your current systems:

		<ol style="list-style-type: none"> 1. Tax assessment, including Computer Assisted Mass Appraisals 2. Multiple valuation techniques including cost, income, market, and blended approaches 3. Tax roll extension and billing files suitable for submission to a print vendor 4. Exemption application and portability processing 5. Workflow capability that allows automatic distribution of work to staff, supervisory review and approval processes, and ability to reassign work 6. Audit trail for changes and transactions with the ability to track by user, date, and time 7. Access security by roles, individuals, and groups to include create, read, update, and delete access 8. Ability to manage documents attached to parcels 9. Interaction with GIS to enable display of maps, select parcels from maps and to show parcel information from the mapping interface. 10. All state reports necessary for the submission of tax rolls at its various stages. <p>The methods, look and feel, user interface, keystrokes and specific features will not be identical to the legacy system as the two systems use different technologies. The GSA system will accomplish the primary functions of the legacy system using GSA's published or standard methods and GSA's methods of operation. Specific Legacy System features that are desired in the GSA system will be identified during project workshops and incorporated to the extent possible into the GSA System.</p>
4	Integration	<p>GSA will integrate its software and system to the following third-party systems or applications using an interface as mutually agreed upon by GSA and the third parties; or, using standard API's available within the various third-party systems, including:</p> <ol style="list-style-type: none"> 1. Marshall and Swift MVP 2. ESRI GIS system 3. Export data to the Excel <p>Client is responsible for all fees and licenses associated with 3rd party tools.</p>
5	Reporting	<p>The software will produce reports, forms, files, and documents required for tax roll assessment and collection including:</p> <ol style="list-style-type: none"> 1. Reports and extracts mandated by the State of Colorado 2. Jurisdiction summary reports 3. Preliminary value estimate for the taxing units prior to certification
		<ol style="list-style-type: none"> 4. Property Record Card (PRC) 5. General reports currently used by the system 6. SQL queries for general ad-hoc searching. <p>Through the Crystal Reports and GSA Word integrations for mail merges, CLIENT staff may use any existing reports and queries, or CLIENT may create and use their own custom reports or modify existing reports to create their own version of the</p>

		<p>report.</p> <p>Before requesting GSA to create new reports or queries, CLIENT will review the available reports and shall use available instances whenever possible. The software will allow ad-hoc queries including its internal search/inquiry capabilities for data analysis and inquiry, with ability to save the query template and to export the data to Excel.</p>
6	Training	<p>GSA will provide training on the system and its features to CLIENT staff. CLIENT and GSA will work together to train all users on how to use the system until employees are able to effectively and consistently perform their job functions within GSA CAMA. The Project Managers will determine the training to be provided and mechanisms for that training during the course of the project.</p>

RESPONSIBILITIES OF THE PARTIES

Following is a brief outline of each party's responsibilities in ensuring a successful project

CLIENT Responsibilities (Client shall be provided at least five working days notice of any client responsibilities required of Client):

1. Participate in Project Planning discussions, Workshops and approve Project Plans
2. Provide access to systems where integration is required
3. Participate in design discussions and approve the business processes to be implemented
4. Directly purchase any components or third-party licenses, if needed
5. Actively participate in training of end-users
6. Provide source code of modules written by CLIENT where GSA needs to replicate functionality
7. Conduct acceptance testing in advance of each milestone as outlined in the Project Plan which will be created and maintained by GSA and CLIENT Project Managers as part of this project
8. Provide information on current system's methods and operations
9. Interface with current system's authors to facilitate knowledge transfer
10. Provide access to existing systems provided it does not violate any intellectual property rights
11. Provide data in electronic formats, in a consistent manner
12. Clean inconsistent data or convert data from prior years into a consistent format
13. Indicate in writing any deficiencies for deliverables that GSA has submitted for acceptance testing within 30 calendar days

GSA Responsibilities:

1. Provide status and answer questions regarding the status of the project as requested by the CLIENT Project Manager
2. Manage the tasks, project documents and deliverables for the project
3. Provide Business Analysis (BA) services for configuration, setup, data conversion and system enhancements, as may be requested

4. Assist CLIENT in the setup and configuration of web services or other services as needed to interact with GSA systems
5. Convert all data provided by CLIENT into GSA's system
6. Provide the various modules and related functionality described in this Work Plan.

PREREQUISITES TO PERFORMANCE

1. CLIENT will Provide written requirements for any specific feature at least 90 days prior to its due date or allow GSA to build such features according to its standard practice following industry standards and consistent with GSA's product look and feel.

MILESTONES

The following timeline is based on a Go-Live Date no later than July 1, 2024 . Milestones are to be met prior to the indicated due date. The project managers may change this set of milestones or their due dates with written agreement by both CLIENT and GSA project managers. Final milestones and deadlines will be determined and agreed upon within the first 60 days of the project.

MAJOR TASK DESCRIPTION (ABBREVIATED)
1. Project Kick-off
2. Conversion DB Available
3. System Installation
4. Gap Analysis (overview of functional areas to be developed)
5. Phase 1 Data Conversion
6. Database Connectivity
7. Permit Import
8. Field App Review
9. Phase 2 Data Conversion
10. Sketch Conversion
11. Property Record Card Complete
12. Standard & State Reports Repository Available
13. GIS Integration Complete
14. Protest System Available
15. Online PP and Protest Review
16. Phase 3 Data Conversion
17. Training
18. Go-live
19. Prior Years Conversion

MILESTONE DEFINITIONS

- 1. Project Kickoff:**
 - a. Assignment and introduction of resources
 - b. High level overview of project steps with timing
 - c. Detailed requests sent to county for data files and information

- d. IT discussion on VPN access and file transfer procedures

2. Conversion DB Available:

- a. GSA and CLIENT agree on data transfer methods and data structure
- b. CLIENT provides all data in machine readable form at least 15 days prior to the due date
 - i. Machine readable form means a format suitable for import into a database such as a CSV file, Tilda delimited or pipe delimited file.
 - ii. This does not include documents from a document management system, geo database or non-structured data such as Excel spreadsheet.
 - iii. The source data may come from more than a single source and may be multiple files or databases.
 - iv. CLIENT provides documentation regarding the data provided including table and column names, data formats and a description if available

3. System Installation:

- a. Setup of dev site for CLIENT access
- b. Creation of client databases for real estate and personal property
- c. Each module opens and runs without error
- d. Universal Search, Reporting and Queries function in each module
- e. Setup of login credentials and access to GSA wiki-based documentation

4. Gap Analysis:

- a. CLIENT provides a list of significant areas for review as part of the GAP analysis at least 30 days prior to the due date of this milestone
 - i. The GAP Document can be amended throughout the project
 - ii. Specific requirements for design and implementation must be received by GSA in writing at least 60 days prior to the delivery date.
 - iii. In the absence of written specifications, GSA will implement features consistent with their standard processes, architecture, and the state of the art.
- b. CLIENT will participate in GAP discussions and system review to ensure that all functional areas function in accordance with CLIENT's desired use
 - i. Key subject matter experts for each critical area must be identified
 - ii. Discussion to take place during working hours and can be conducted in person or via Team Meetings as desired by CLIENT
 - iii. GSA standard methods will be compared to existing methods
 - iv. CLIENT provides detailed descriptions of business processes and use cases

5. Phase 1 Data Conversion:

- a. GSA Completes data load scripts for client data files
- b. Conversion scripts move data from client data files to GSA data tables all parcel objects, notes, names, addresses, legal descriptions and other attributes of real property parcels and personal property accounts
- c. Provide access to converted data in GSA demo system to enable CLIENT to review initial converted data
- d. CLIENT Identifies a set of 10 test parcels In both Real Property and Personal Property to verify Phase 1 data

6. Database Connectivity:

- a. CLIENT provides VPN credential sand configures its firewall for a site-to-site VPN between their office and GSA's server hosting the CLIENT database instance
- b. GSA provides CLIENT team members with MS SQL Server Management Studio connectivity to CLIENT database instance or a test copy of that instance so that CLIENT staff can write and test queries, export scripts, reports, and third-party web service

7. Permit Import:

- a. CLIENT provides permit files in CVS format at least 90 days prior to the milestone due date along with field level descriptions of the source data
- b. Permit files must contain all the various permit types and codes that are expected
- c. CLIENT provides written instructions regarding any transformations to be completed as part of the permit file import
- d. CLIENT must answer questions regarding fields, their use, and the file formats as necessary and answer questions in a timely manner
- e. CLIENT will open the permit import module, select each config file and then the corresponding permit file and verify that the permits are loaded into the module
- f. CLIENT will import the permits into the GSA CAMA system, navigate to the Real Estate module and verify the imported permits properly mapped to the parcels

8. Field App Review:

- a. GSA presents functionality for the Inspection Dashboard and field devices
- b. CLIENT reviews the GSA CAMA modules on a field device

9. Phase 2 Data Conversion:

- a. Costing tables implemented to provide object level values
- b. Run full system recalculation for PP accounts, Land, Buildings and Extra Features
- c. Install balance queries so CLIENT may see how GSA values compare to legacy system
- d. Configure and test payment processing in collection system
- e. Convert history summary data for collections, real estate, and personal property

10. Sketch Conversion:

- a. CLIENT provides sketch files in a non-proprietary format such that GSA is able to read the vector call outs and make the conversion at least 120 days prior to the due date
- b. GSA will run a full system recalc with all building areas set to CLIENT's original system square footage and provide
- c. GSA will run a building area override query and provide the results to CLIENT in detail and summary form and CLIENT will verify
- d. access

11. PRC Available:

- a. GSA will provide sample Property Record Cards for CLIENT to review at least 90 days prior to this milestone deadline
- b. CLIENT may use PRC from an alternate GSA CLIENT or GSA can create a custom card
- c. If a custom PRC is desired, specifications must be submitted to GSA at least 60 days prior to this milestone deadline
- d. CLIENT will log into GSA CAMA and print and review PRC for accuracy

12. Standard & State Reports Repository Available:

- a. CLIENT and GSA will review the body of reporting available from GSA at least 120 days prior to the milestone due date
- b. CLIENT will provide GSA with sample reports and instructions sufficient for GSA to create the custom reports at least 90 days prior to the milestone due date
- c. CLIENT will log into GSA CAMA and validate report accuracy

13. GIS Integration:

- a. CLIENT provides the URL for its map service and access to the URL through any firewalls or networks to GSA application server
- b. CLIENT includes a parcel layer that has the parcel ID, or other ID as may be agreed upon to allow the GSA system to select the parcel
- c. CLIENT logs into the GSA system and verifies the system can generate a GIS map, navigate to parcels and return selected parcels as a result set

14. Protest System Available:

- a. GSA presents functionality for Protest Dashboard and Protest tabs within GSA CAMA at least 90 days prior to the milestone due date
- b. CLIENT identifies and reports any additional functionality necessary for their protest process at least 60 days prior to the milestone due date
- c. Online Protests are integrated into the CLIENT instance for review and testing

15. Online TPP and Appeals Review:

- a. CLIENT participates in a review of GSA online TPP Filing and Appeals submission portals
- b. CLIENT provides written specifications of needed functionality that does not currently exist in the GSA Portals
- c. CLIENT will verify that the portals have been updated (updates will be provided no less than 1 month prior to the need to use the portal in a production capacity)

16. Phase 3 Data Conversion:

- a. CLIENT provides system documentation regarding the source systems calculation methods and techniques at least 120 days prior to the milestone due date, GSA is not responsible for erroneously described calculation methods or incorrectly provided data or data descriptions
- b. CLIENT will provide a data cut to which GSA will balance at least 90 days prior to the deliverable due date as outlined below accompanied with state submissions and balancing reports for the data cut without any changes made to source data between the time the data cut files were generated
- c. GSA will run its assessed value differences query and provide the results to CLIENT in summary and detail form and CLIENT will verify that each real estate parcel and tangible account is within 3% the present systems assessed value.
- d. CLIENT will print the state reports using GSA's roll processing applications and verify that each report is consistent with the existing systems reports. (data on the reports will not be an exact match)

17. Training Complete:

- a. Training is ongoing through implementation in the form of workshops conducted primarily online and concludes with onsite training

- b. Formal training classes will be presented online covering basic system functionality as well as targeted classes for specific departments and in person training at CLIENT’s office for formal “go-live”
- c. CLIENT staff will perform their job functions by entering information into both the GSA system and CLIENT’s current system to learn how to do their tasks in the GSA system

18. Go-live:

- a. CLIENT has verified that all prior milestones have been accepted
- b. CLIENT has verified the production system is established and available for their use
- c. CLIENT has given their user’s login information and security settings are set
- d. CLIENT successfully performing assessment responsibilities in GSA CAMA

19. Prior Years Conversion:

- a. Summary historical data is populated in the Real Estate module, under the history tab
- b. Client to verify the data for accuracy
- c. CLIENT to inform GSA how many prior years need to be converted as full databases at least 60 days prior to the milestone due date (not to exceed five years). Additional years can be converted at a rate of Time and Materials.
- d. Data must be provided in the same format as the production data was provided
- e. GSA will convert prior years into CLIENT’S CAMA instance in reconcile format so that values match exact prior year data

PROJECT FEES

GSA will charge one-time Project Fees totaling \$68,000 to be paid in 5 installments as follows:

Date	Fees
1/31/24	\$13,600
1/31/25	\$13,600
1/31/26	\$13,600
1/31/27	\$13,600
1/31/28	\$13,600

Project Fees are Fixed and are not subject to annual increases. There is no penalty for early payment. If the Agreement or Software as a Service Work Plan is terminated after the client is live on GSA CAMA, any remaining Project Fees are due within 30 days of that termination. Client may terminate this Work Plan for convenience without liability, for any reason, or no reason at all, regardless of either party’s fault, if the deliverables contemplated herein are not fully completed by January 1, 2025. In the event of termination for convenience, GSA shall only be entitled to compensation for work completed up to the point of notice of intention to terminate, and County shall be refunded, on a pro rata basis, any remaining prepaid unearned fees.

ADDITIONAL FEES:

1. Licenses for third party software and/or integrations will be purchased directly by CLIENT or reimbursed to GSA by CLIENT, if purchased by GSA
2. Necessary travel and training expenses incurred by GSA in the Implementation Phase in connection with this Work Plan will be billed in accordance with CLIENT’s standard travel guidelines at GSA’s cost.
3. Modification of scripts to convert prior year data in full will be billed on a time and material basis or fixed fee with proposal from GSA to CLIENT and only upon CLIENT’s written authorization.



Work Plan
GSA-SAAS25
SanJuan County CO
GSA Software as a Service
Subscription (SaaS)

Government Software Assurance, Corp. ("GSA")

November 7, 2023

Work Plan: GSA-CO-SAAS25

This Work Plan GSA-CO-SAAS01 (“Work Plan”) is between Government Software Assurance, Corp. (“GSA”) and the SanJuan County Assessor’s Office (“CLIENT”) and is issued in accordance with and as a supplement to the provisions of the Master Agreement for Software Subscription and Professional Services (the “Agreement”) executed between GSA and CLIENT. By executing this Work Plan, both parties agree that the terms and conditions of the Agreement shall be incorporated, herein. In the event of a conflict between the terms of this Work Plan and the terms of the Agreement, this Work Plan shall take precedence.

Project: GSA Software as a Service Subscription (SaaS)

Initial Project Duration: November 7, 2023 – June 30, 2028

The Work Plan has been approved by:
CLIENT

By: _____

Its: _____ County Assessor _____

Date: _____

For Government Software Assurance Corp.:

By: _____

Its: _____ President _____

Effective Date: _____

DELIVERABLES

#	Name	Description
1	GSA CAMA System License	<p>The SaaS subscription grants a Software License as defined in the Master Agreement for the duration of the subscription period for each of the following modules and features:</p> <ol style="list-style-type: none"> 1. RMA (Real Estate Appraisal/Assessment) including: <ul style="list-style-type: none"> • Multiple valuation methods including cost, income, market, sales comparisons and possessory interest • Residential, commercial, out buildings & mobile home assessment individually and in mass • Land (common and agriculture) assessment individually and in mass • State assessed property • Property Splits and Combines • Exemption processing for Senior and Veterans • Corrections • Sketch tool • Attachments such as images and pdf files • Property record cards • GIS data (for consumption and display, not editing) 2. Audit logs for all property changes PMA (Personal Property Appraisal/Assessment) <ul style="list-style-type: none"> • Oil and gas production and equipment valuation tracking • Online filing by taxpayer • Audit logs for all property changes 3. MFA (Mobile Field Application) 4. RATIOS (Sales Ratio Analysis) 5. ROLL (Tax Roll Processing) Including <ul style="list-style-type: none"> • Notices of Valuation (for RMA and PMA) • Colorado Abstract and Certification Reporting • Exports for Treasurer 6. VAB (Hearing Management) for Assessor and County Board level appeals 7. PRMT (Permit Import Utility) and Permit Tracking in RMA/PMA 8. WRK (Workflow) Creation and Maintenance 9. RTM/PTM (Table Maintenance) <ul style="list-style-type: none"> • Taxing authority and Levy maintenance 10. USER (User Security) 11. Public website to search and display property data <p>OPTIONAL: For an additional cost, CLIENT may elect to subscribe to the AI Deeds Processing Utility for ownership transfer which utilizes OCR (ocular character recognition) and Artificial Intelligence to pre-populate key data elements from deeds and other legal documents (deeds wizard is available at no additional cost)</p>
2	GSA Hosting Services	<p>GSA hosting service includes the following areas:</p> <ol style="list-style-type: none"> 1. Site Hosting 2. System Administration 3. Database Administration

		<ol style="list-style-type: none"> 4. Operation Support 5. Initial system setup and configuration services <p>These services are described in detail in the GSA SaaS Hosting Package document, which is subject to change from time to time. The basic services that are not subject to change are detailed in this work plan.</p>
3	GSA System Hosting	<p>Services to be provided include the following</p> <ol style="list-style-type: none"> 1. GSA will host GSA licensed modules and third-party components incorporated into GSA licensed software (such as ESRI GIS aerials) for use by CLIENT. 2. GSA will provide the servers, network hardware, firewall's, disk subsystems and other equipment necessary at GSA's hosting location for it to host its applications and modules. 3. GSA will provide database software, operating systems, and other operational software necessary to host its application and modules and to enable CLIENT access. 4. All hosting services will be provided within the United States of America 5. Data backups will be done in accordance with GSA backup and retention policy. 6. GSA will perform backup and restore services as needed. 7. Backup data will be copied to secondary storage system(s) and CLIENT will have access to this repository for recovery purposes as needed. 8. Target uptimes are 100% during working hours and 90% for off-work hours 9. GSA will maintain sufficient internet bandwidth to support CLIENT loads 10. GSA will upgrade database and operating system and keep them patched. 11. GSA will perform GSA software installations, upgrades, and testing 12. Installation of reports and reporting server configuration 13. GIS configuration file creation and installation 14. Installation and execution of stored procedures. 15. GSA will provide an FTP site for upload and download of files for CLIENT and third- party data sharing.
4	Software Platform	The software will operate on Microsoft server architecture with Microsoft SQL Server as the database.
5	Data Security Understanding	<p>GSA and Client agree that data protection and network security is the responsibility of both parties and both organizations must work together, and individually to protect data and system access from unauthorized access. Both Client and GSA understand that data or security breaches are a risk that can never be prevented in its entirety and agree that active, ongoing, and evolving security protocols need to be established to mitigate the risk and prevent disclosure of confidential material. Client and GSA understand the following:</p> <ol style="list-style-type: none"> 1. CLIENT is required to maintain confidential social security or taxpayer identification numbers, return information, financial information, and/or classified use and exemption application information of or relating to the taxpayer. CLIENT further is required to maintain names and addresses of individuals whose identities are exempt from public records disclosure pursuant to Colorado Statutes. GSA and CLIENT understand that this material must be kept confidential or is exempt from public records disclosure and will take all reasonable efforts to prevent unauthorized access or disclosure.

		<ol style="list-style-type: none"> Attacks and breaches may be directed at GSA based entry points or Client based entry points as each organization has connections to the Internet and external networks.
6	Cybersecurity Standards	Both GSA and CLIENT will adhere to the Cybersecurity Standards as defined by Colorado State Statutes and in accordance with best practices and may augment practices with additional policy and procedures as defined by County IT and GSA IT.
7	Network Security Measures	<p>Specific Network Security Measures to be used:</p> <ol style="list-style-type: none"> CLIENT access to GSA hosted services will be via VPN using either a site-to-site VPN or on-demand VPN using a VPN CLIENT installed in CLIENT's machines that is compatible with GSA's firewalling systems to prevent unauthorized connections and to control network access. Note, non-VPN access is available, but not recommended. GSA applications will transfer data using SSL for secure traffic and will require a valid commercial network certificate from each CLIENT for authorized access. Currently, GSA utilizes a free certificate service, however, should that become unavailable, or at CLIENT's request GSA will procure the certificate for CLIENT at CLIENT's expense. Cost for this will vary but is estimated at \$250 per year. Client and GSA shall monitor their networks, log files, security appliances and anti-virus/malware software logs and report any unusual situation or breaches to the other party as quickly as possible. Anti-virus software with current licenses must be run on all computers that are on internal networks and all external machines that connect via on-demand VPN CLIENTs. Both CLIENT and GSA will employ email virus checking software for all inbound and outbound emails at their own expense. Multi-factor authentication will be available.
8	Server Security Measures	<p>Servers used to host GSA applications, CLIENT data, web sites or databases shall employ the following security measures:</p> <ol style="list-style-type: none"> All machines will be password protected and limit logins to only authorized users with a valid reason to connect to the machine. User permissions shall allow access as needed and block all other access. Password management strategies will be employed to ensure passwords age and have reasonable complexity. Physical access to servers, hard drives and network equipment will be limited to authorized personnel. Servers will be kept up to date with patches and security updates from operating system vendors.
9	Data Security Measures	<p>Client data stores in GSA's servers or on GSA equipment will be secured using appropriate mechanisms for the data being stored including:</p> <ol style="list-style-type: none"> Social Security Numbers (SSN's) shall be stored in an encrypted format using either SQL Server encrypted columns, application encrypted algorithms or encrypted disk arrays and GSA may also implement other encryption techniques in accordance with industry standards. Encryption keys will be given to Client who will be responsible for securely storing the encryption keys at their premises. Loss of the encryption key may result in permanent data loss.

		<ol style="list-style-type: none"> 3. Databases will be isolated for CLIENT preventing other CLIENTs from accessing data through GSA's products or via SQL Server Management Studio. 4. Documents and other electronic files shall be stored on encrypted drive arrays at CLIENT's request. Encryption keys will be given to Client who will be responsible for securely storing the encryption keys at their premises. Loss of the encryption key may result in permanent data loss.
10	Inspections	Client shall have the right to inspect GSA's facilities and review GSA's system configurations to ensure compliance with security standards and best practices. Recommendations for changes to security policies or procedures shall be implemented by GSA as quickly as practical and GSA and CLIENT shall share the costs of implementation. Costs associated with inspections shall be paid by CLIENT.
11	Breach	<p>In the event there is a breach to the network, or a server, and confidential material is stolen or accessed by an unauthorized party, GSA and Client must utilize the following protocol:</p> <ol style="list-style-type: none"> 1. The party that is breached will inform the other party within 24 hours of the discovery of the breach, the nature of the breach, details surrounding the breach and what information may have been accessed or stolen as a result of the breach. 2. Both parties must work together to investigate the breach, determine the impact of the breach and to remediate the breach. 3. GSA and Client will adhere to Colorado Statutes regarding data breach and notification requirements. 4. Costs associated with notification will be the responsibility of the Client unless GSA failed to store the information in an encrypted format
12	System Administration Requirements	<p>GSA will be responsible for system administration and database administration which involves the following activities in addition to the services outlined above.</p> <ol style="list-style-type: none"> 1. New releases often require changes to the database and conversion of data into the new database structures. 2. Testing new releases requires recalculation and checking parcel information to check and resolve issues associated with upgrades. 3. Installation of reports, queries and stored procedures requires testing the reports in both test and production environments. 4. Creating new features requires investigation and testing which is performed on backup data and test data and finally tested on production data. 5. Upgrading operating systems and database software and underlying drivers and utilities requires testing performance and operations on both test systems and then on production. 6. GSA will limit development and administration access to CLIENT data to personnel with a need to do so and who have been trained on data protection procedures.
13	Maintenance	GSA will provide maintenance services in accordance with the GSA Service Level Standards, commencing when the system is first used in a production capacity.
14	Enhancements	CLIENT may request system enhancements and GSA will evaluate requests along with request from all other clients and incorporate those that may benefit the product and the user community at large. Client may request a specific enhancement and prioritize scheduling of development and release of that enhancement by paying for the

		development directly. In such cases, GSA will provide a fixed price quote which CLIENT must approve in writing before GSA begins development. Once implemented, the enhancement will become part of the product and be made available to other clients.
15	Legislative Changes	GSA will modify its software to keep it compliant with all relevant changes to the Colorado Property Tax Code and Colorado State Legislature. Changes will be applied as needed and meet all timelines directed by Tax Code. GSA agrees that there shall be no additional fees or charges for such modifications while CLIENT has an active SaaS Subscription with GSA.

Optional Deliverables

1	SOC2 Security Audit Type 1 report	<p>CLIENT, at CLIENTS option may require an SOC2 Security Audit with either a Type 1 or Type 2 report. The deliverable includes the following:</p> <ol style="list-style-type: none">1. An SOC2 Security Audit can only be conducted by a licensed CPA certified to conduct such audits and CLIENT will provide GSA written notice that it desires to have an SOC2 Security Audit.2. CLIENT will select and engage the accounting firm certified to conduct an SOC Audit for both the CLIENT's and GSA's audits and CLIENT may work with other GSA Clients to use the same firm if desired and to share costs.3. CLIENT and GSA will participate in the pre-audit workshop to define the scope of the audit.4. CLIENT and GSA staff will work with the auditor to provide the necessary documents and information for them to complete the audit in a timely manner.5. If GSA or CLIENT fails the audit, each party will take the necessary steps to correct any deficiencies.6. All costs associated with the audit will be paid by CLIENT as an additional expense.7. GSA will pay costs associated with making the necessary changes to correct deficiencies uncovered in GSA's audit such that GSA can pass the subsequent audit.8. CLIENT will pay costs associated with making the necessary changes to correct deficiencies uncovered in CLIENT's audit such that CLIENT can pass the subsequent audit.9. Both CLIENT and GSA will make reasonable efforts to implement changes as recommended by the audit within 90 days.
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RESPONSIBILITIES OF THE PARTIES

Following is a brief outline of each party's responsibilities in ensuring a successful project

CLIENT Responsibilities:

1. Procure or use leading edge VPN router and configure the VPN for a gateway-to-gateway connection to the hosting center (if electing to implement this protocol).
2. Participate in security and planning discussions and workshops.
3. Provide access to systems where integration is required.
4. Purchase Data Breach Insurance and name GSA as an additional insured (recommended, not required).

GSA Responsibilities:

1. Manage the hosting facilities.
2. Schedule maintenance times with Client to ensure it does not impact off-hour workloads.
3. Update equipment and replace failed components, as necessary.
4. Possess cold spares and hot spares of components prone to failure.
5. Possess spare servers available for disaster recovery.
6. Review and maintain security policies.

PREREQUISITES TO PERFORMANCE

1. CLIENT will maintain an internet connection of at least 50MB/Sec.
2. CLIENT will provide specific security policies it wishes GSA to comply with at least 90 days prior to implementation and provide resources to discuss implementation.
3. CLIENT will configure a gateway-to-gateway VPN connection and provide access to any servers to which GSA is required to access or to install software upon (if CLIENT is hosting GSA CAMA at their facilities)

PAYMENT SCHEDULE

The initial five years of Software Subscription Fees shall be as follows.

Fiscal Year 2023/2024 \$7,775

Fiscal Year 2024/2025 \$15,500

Fiscal Year 2025/2026 \$16,483

Fiscal Year 2026/2027 \$17,472

Fiscal Year 2027/2028 \$18,520

The first fiscal year of Subscription fees will bill on Jan 31, 2024; subsequent fees will be billed quarterly.

ADDITIONAL FEES:

1. Licenses for third party software that CLIENT wants GSA to support or to integrated with will be purchased directly by CLIENT or reimbursed to GSA by CLIENT, if purchased by GSA
2. GSA provides standard ASCII, comma delimited data extracts for public portal's TRIM notices, tax billing files, exemption renewal cards, public use files and state mandated files for roll submission. In many cases, there are multiple formats available to select from. If CLIENT wants custom file extracts for these purposes or to comply with public record requests, GSA will provide them at additional cost.

**MASTER AGREEMENT FOR
SOFTWARE SUBSCRIPTION and PROFESSIONAL SERVICES**

This Agreement is entered into effective as of _____ 2023 (“Effective date”).

BY AND BETWEEN:

<p>San Juan County Assessor County Courthouse 1557 Greene Street PO Box 596 Silverton, CO 81433</p> <p>Attention: Kim Buck Phone: (970) 387-5632 Email: assessor@sanjuancolorado.us</p>	<p>Government Software Assurance Corp. 1276 Minnesota Avenue Winter Park, Florida 32789</p> <p>Attention: Lawrence D. Zirbel Phone: (407) 951-8038 Email: larry.zirbel@gsacorp.io</p>
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WHEREAS, CLIENT is a constitutional officer and the Assessor of San Juan County, Colorado (the “County”), charged with the valuation of all property and the administration of exemptions, classified use, and assessment caps within the County in accordance with the laws of the State of Colorado;

WHEREAS, GSA is a computer software developer and information technology services company and hardware reseller, experienced in the installation and implementation of software used by the local and county governments to manage their operations and provide public services;

WHEREAS, CLIENT desires to subscribe to GSA’s Software pursuant to the terms of this Agreement and/or a Purchase Order, and provide the services defined in a Scope of Work (“SOW”) hereunder, all in accordance with GSA’s standard procedures and practices; and

WHEREAS, GSA has agreed to provide the Software to CLIENT and configure the Software pursuant to the terms of this Agreement and/or a Purchase Order, and provide the services defined in a SOW, all in accordance with GSA’s standard procedures and practices.

THEREFORE, in consideration of these recitals and mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

“**Deliverables**” means the list of software licenses, hardware, software, and tasks to be provided as identified in the “SOW.”

“**Documentation**” means the user documentation reasonably necessary to instruct users in the efficient use and operation of the Software and all of its features, and the technical documentation reasonably necessary to maintain, support, and enhance the Software, all written according to generally accepted industry standards.

“**CPI**” means the consumer price index as published by the Federal Government.

“**Scope of Work**” and “**SOW**” means the list of activities, responsibilities and deliverables as defined in the Work Plan.

“**Proprietary Rights**” means all patents, patent applications and rights to file same, copyrights, trademarks, trade secrets, know-how and all other intellectual property and proprietary rights of any kind.

“**Services**” means all work necessary to perform the services described in this Agreement and to develop the Deliverables to be provided by GSA under this Agreement, including, but not limited to, consulting, analysis, design, programming, testing, conversion, installation, implementation, demonstrations, maintenance, and support services.

“**Software**” or “**Licensed Software**” means the computer software, in object code format, developed by GSA (whether developed solely or in collaboration with any other party) in performing the Services under this Agreement and provided to CLIENT by GSA or otherwise accessed by CLIENT under this agreement.

“**Purchase Order**” means the written document authorizing the commencement of a Work Plan and commitment to pay the applicable fees as set forth in such Work Plan or this Agreement.

“**Web Site Content**” means the text, graphics and supporting HTML and scripts that comprises the working web site excluding third party software and Licensed Software.

“**Work Plan**” shall have the meaning as set forth in section 2.1.

“**Recurring Fees**” means Software Subscriptions fees.

“**Fiscal Year**” means the month that a new budget takes effect as per governing law for CLIENT.

“**Service Level Standards**” means that certain Service Level Standards promulgated by GSA, effective December 15, 2022 (a copy of which has been provided to CLIENT), as from time to time amended, modified, supplemented or restated by GSA (provided, that any such amendments, modifications, supplements or restatements shall be, i) made in a commercially reasonable manner and consistent with any applicable industry standards, and ii) provided to CLIENT in writing at least thirty (30) days prior to the effective date thereof).

2. SERVICES TO BE PROVIDED

2.1 **Work Plan:** GSA shall develop a written document that contains a detailed description of the tasks to be performed by GSA (the “Work Plan”), based on the products and services requested by CLIENT. The Deliverables, the Payment Schedule, the responsibilities of the parties, the prerequisites to performance and the commencement and completion dates for the tasks shall be identified in the Work Plan and, once approved, shall be considered the SOW, and shall constitute a part of this Agreement. Revisions to the Work Plan shall be in writing and signed by the Project Manager for each party

2.2 **Amendments.** CLIENT may, from time to time, add or remove products and services identified in the SOW. All amendments to the SOW shall be in writing and signed by the Project Manager for each party. The fees associated with any amendments shall be in writing and signed by the Project Manager for each party.

3. PROJECT MANAGEMENT AND STAFFING.

3.1 **GSA Project Manager.** GSA shall assign and designate a staff member as its project manager

(“GSA Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of GSA under this Agreement, including, without limitation, arranging all meetings, visits, consultations between the parties, and for the transfer of Deliverables and necessary technical information between the parties. The GSA Project Manager shall be the primary point of contact for GSA and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. GSA may replace the person serving as GSA Project Manager with written notice to CLIENT.

3.2 **CLIENT Project Manager.** CLIENT shall assign and designate a person, either staff member or consultant, as its project manager (“CLIENT Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of CLIENT under this Agreement, including, without limitation, arranging all meetings, visits, and consultations between the parties, for the transfer of Deliverables and necessary technical information between the parties and for the acceptance of Deliverables on behalf of CLIENT. The CLIENT Project Manager shall be the primary point of contact for CLIENT and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. CLIENT may replace the person serving as its Project Manager upon prior written notice to GSA. Any written agreement between the Project Managers shall be binding on both parties.

3.3 **Staffing.** Personnel provided by GSA to perform services under this Agreement shall have the appropriate technical and application skills to enable them to adequately perform their duties. GSA shall use commercially reasonable efforts to provide continuity in staffing of personnel.

4. TIMING.

4.1 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under this Agreement and to meet the performance dates set forth in the Work Plan.

4.2 **Interdependency of Dates.** Each party understands that any variation from the performance dates in the Work Plan may adversely impact project milestones, including, without limitation, the date of completion of the SOW(s).

4.3 **Notice of Delay.** Each party agrees to notify the other party promptly of any fact, occurrence, or event coming to its attention that (i) will affect, or that such party reasonably believes could affect, that party's ability to meet the requirements of this Agreement, or (ii) is likely to cause or result in a material delay in delivery of any Deliverable.

5. **TERMS OF PAYMENT.**

5.1 **Subscription Fees:** CLIENT agrees to pay GSA subscription fees set forth in the applicable Work Plan. Unless otherwise stated in the applicable Work Plan, Subscription Fees shall be billed quarterly, in advance, starting on the first day of the month following completion of both the provisioning of the hosted environment and setup of the subscribed to software. Servers used by GSA in connection with hosting and subscription services shall be located with the United States.

5.2 **Implementation Fees.** CLIENT agrees to pay GSA the fees set forth in the applicable Work Plan for any implementation or professional services set forth in that work plan in accordance with the payment schedule set forth in that Work Plan.

5.3 **Hardware Fees.** CLIENT agrees to pay GSA the fees set forth in the applicable Work Plan for any hardware set forth in that work plan for delivery to CLIENT. Unless the Work Plan states otherwise, all hardware fees shall be invoiced at the time of delivery.

5.4 **Other Service Fees.** Unless otherwise stated in the applicable Work Plan, CLIENT shall pay the fees for all other Services, other than Recurring Fees, on a time and materials basis according to GSA's then current schedule of rates for Services. GSA will invoice monthly for such other Services as provided.

5.5 **Payment Terms.** The fees and terms of payment for the goods and/or services provided by GSA to or on behalf of CLIENT shall be as set forth in the Payment Schedule of the applicable Work Plan. Unless otherwise stated in the applicable Work Plan, all invoices shall be payable within thirty (30) days of receipt by CLIENT of GSA's invoice. Any such payment that is not received within thirty (30) days of such due date shall be designated as a "Late Payment." Unless otherwise stated in the applicable Work Plan, all invoices shall be payable in accordance with Colorado Statutes.

5.6

Late Payments: All Late Payments shall bear interest at the rate of one percent (1%) per month, compounded monthly, on the unpaid balance of such Late Payment; provided, however, that (y) for purposes of computing interest on any Late payment (A) any overdue period of less than one (1) month shall be considered to be one (1) month, and (B) the term "one (1) month" means a period beginning on any day of one month and ending on the same day of the following month; and (z) GSA shall invoice CLIENT for any interest accrued on any Late Payment.

5.7 **Increases in Fees.** Unless otherwise stated in the applicable Work Plan, increases in Recurring Fees shall take place only on the first day of the month of CLIENT's Fiscal Year and shall not exceed CPI plus 6% for the first three (3) Fiscal years from the effective date of the Agreement. GSA will provide written notification of fee increases at least thirty (30) days prior to the new Fiscal Year in which the fees will become effective. Any fee increase shall be agreed to by CLIENT in writing. In the event CLIENT does not agree to the fee increases, GSA may terminate this Agreement with thirty (30) days' notice to CLIENT.

5.8 **Reimbursable Expenses for Client Approved Travel.** Unless otherwise stated in the applicable Work Plan, CLIENT agrees to reimburse GSA for all reasonable and customary out-of-pocket expenses including but not limited to travel, parking, tolls, meals, and lodging expenses incurred by GSA in connection with the performance of any Work Plan. Meals shall not exceed Colorado's then in effect per diem amount. All reimbursable expenses must be preapproved by CLIENT in writing.

6. **CUSTOMER RESPONSIBILITIES**

6.1 **Communications.** CLIENT agrees to provide GSA with access to its network using an industry standard, gateway to gateway VPN via the Internet capable of connecting to GSA's Cisco VPN appliance. GSA requires access to servers and other hardware to provide support and CLIENT agrees that GSA shall not be required to provide support if access is denied. GSA may only access CLIENT's network to perform its obligations under this Agreement and may not access the network for any other reason whatsoever. GSA shall not permit access to Client's network to any person/company/agency that is not a party hereto without the express written permission of CLIENT.

Security. CLIENT shall, at its own expense, protect its network, data and computer services

and protect against any unauthorized access to such facilities and computer viruses. GSA shall not be responsible for any security breach or virus and expressly disclaims any liability for loss or damage caused by the unauthorized access or virus to CLIENT's computer systems if such loss or damage was caused by the actions or inactions of CLIENT;. Nothing in this Section shall be interpreted to shield GSA from liability for its own actions or inactions that result in loss or damage to CLIENTS computer systems/network.

GSA shall implement and maintain reasonable security procedures and practices that are appropriate to the kind of data accessed and disclosed to it, and are reasonably designed to help protect the data from unauthorized access, use, modification, disclosure, or destruction.

6.2 **Security Policy.** GSA agrees to abide by CLIENT's published security policies.

7. **OWNERSHIP AND LICENSES.**

7.1 **Ownership by GSA.** The Deliverables and all elements of all Deliverables shall be exclusively owned by GSA. GSA shall exclusively own all Proprietary Rights embodied in or pertaining to the Deliverables and any portions of the Deliverables made or conceived by GSA including the right to copyright or patent except only that Web Site Content shall be jointly owned by GSA and CLIENT.

7.2 **LICENSES.** All Software originating with GSA and provided to CLIENT under a Work Plan shall be provided to CLIENT under a non-exclusive Software License granted to CLIENT upon full payment of all Implementation and Subscription Fees under that Work Plan to allow CLIENT to use the software for its internal use only. In no event shall CLIENT have the right to assign its rights under this agreement or to grant sublicenses for use or copy of the GSA software.

7.3 **Client Data.**

7.3.1 All data acquired by GSA from CLIENT, or from others at the expense of CLIENT, in the performance of the Agreement (collectively, the "Client Data"), shall be and remain the property of CLIENT. Such data includes, but is not limited to, all records, data files, GIS maps, aerial photography, computer records, work sheets and all other types of data prepared or acquired by GSA in the performance of this

Agreement.

7.3.2 GSA further agrees to return any and all Client Data to CLIENT promptly upon written request in a suitable format. If this Agreement is terminated as set forth herein, any and all Client Data will be returned to CLIENT within ten (10) calendar days of the date of Termination.

8. **REPRESENTATIONS AND WARRANTIES.**

8.1 **Limited Warranty.** GSA warrants to CLIENT that the Software, if properly utilized and configured by the CLIENT, will perform in accordance with GSA's published methods. CLIENT's sole and exclusive remedy for any breach of the foregoing warranty shall be to require GSA modify the Software to correct the defect or provide an alternate method to accomplish the necessary task within a reasonable period, not to exceed ninety (90) days from GSA's receipt of written notification of such defect (the "Cure Period"). If, within said Cure Period, GSA is unable to modify the Software in such a way as to correct said defect or to provide an alternate method to accomplish the necessary task, then CLIENT shall be entitled to terminate the license and this Agreement by giving written notice to GSA within ten (10) days following the end of the Cure Period and shall be entitled to a prorated refund of any monies prepaid to GSA for the 90 day period.

8.2 **Third Party Rights.** GSA warrants that none of the written or recorded material prepared for CLIENT by GSA pursuant to this Agreement, or any portion of it, nor the use or description thereof, violates or will violate any copyright, trade secret or other intellectual property right, privacy right or like right of a third party. GSA agrees to inform CLIENT promptly, in writing, in the event GSA becomes aware of such a claim by a third party and shall indemnify, defend, and hold harmless CLIENT for any third-party legal actions or claims regarding the same.

8.3 **DISCLAIMER. EXCEPT FOR THE FORGOING EXPRESS WARRANTIES GSA DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE WRITTEN AND/OR RECORDED MATERIAL PREPARED FOR, OR SUPPLIED TO CLIENT PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES AS TO THE MERCHANTABILITY OF SUCH MATERIALS OR FITNESS OF SUCH MATERIALS FOR A PARTICULAR USE.**

belonging to the other.

9. **CONFIDENTIAL INFORMATION.**

- 9.1 **Nondisclosure.** Except as necessary to perform the Services and except as otherwise expressly permitted under this Agreement, both parties shall maintain the confidentiality of, and shall not, directly, or indirectly, disclose or use, the Confidential Information of the other party. As used in this Agreement, the term “**Confidential Information**” means and includes (i) in the case of GSA, all source code, product specifications, CLIENT lists, business goals, finances, planned or proposed products, manuals, documentation, database schemas and any information labeled by GSA as “Proprietary”, or “Confidential”; and (ii)) in the case of the CLIENT, any information labeled by CLIENT as “Confidential,” including but not limited to, social security or taxpayer identification numbers, return information, financial information, classified use and exemption application information of or relating to the taxpayer, and/or information that must be maintained as exempt from public records disclosure pursuant Colorado Statutes. Both parties shall disclose such information only to employees who require such knowledge of use in the ordinary course and scope of their employment under this Agreement. Both Parties agree to ensure that any employees or approved subcontractors who are in receipt of any Confidential Information are bound by an appropriate non-disclosure agreement. Confidential Information shall not include documents considered to be “Public Records” pursuant to Colorado Statutes, unless exempt from the provisions thereof.
- 9.2 **No Export and Use.** Neither party shall export, disclose, share, or otherwise transmit, directly or indirectly, any Confidential Information to any person or entity nor disclose any Confidential Information without the other party’s prior written consent.
- 9.3 **Duration.** The obligations set forth in this Section 9 shall be in effect during the term of this Agreement and shall survive indefinitely after termination of this Agreement.
- 9.4 **Use of Trademarks.** Neither party shall, without the other’s written agreement, use any trademark, service mark, trade name, logo or other commercial or product designation

10. **INDEMNIFICATION.**

- 10.1 GSA agrees to indemnify, defend, and hold CLIENT, its officers, directors, employees, representatives, agents, and the like harmless with respect to all liability, loss, damage, claims, actions and expenses (including attorneys’ fees) based upon or arising out of (a) any infringement by the Deliverables of any patent, copyright, trade secret, or other proprietary right of any third party. GSA further agrees to indemnify, defend, and hold harmless CLIENT from unauthorized access to the CLIENTS IT environment or data caused by an act or omission of GSA or 2) damage to, impairment of, disablement of, or loss of use of any computer system, hardware, software, data, tangible property, or any other property caused by an act or omission of GSA.
- 10.2 CLIENT agrees, to the extent permitted by applicable law, to indemnify, defend, and hold GSA, its officers, directors, employees, representative, agents and the like harmless with respect to all liability, loss, damage, claims, actions and expenses (including attorneys’ fees) based upon or arising out of any claim of infringement in connection with an assertion that any CLIENT database (or any data contained therein), or any other data, software, documentation, or materials provided or made available by CLIENT to GSA in connection with performance under this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret. Further, CLIENT agrees, to the extent permitted by applicable law CLIENT shall defend, indemnify and hold GSA (and GSA’s respective officers, directors, shareholders, employees, contractors and agents) harmless from and against any and all damages, costs and fees (including reasonable attorneys’ fees and legal fees associated with any appellate process) to the extent arising out of, resulting from, or relating to the CLIENT’s misuse of the Software (the foregoing shall include any legal action based on any claim that GSA, due to CLIENT’s use of the Software other than in accordance with this Agreement and the documentation, violated or infringed any proprietary right of a third party).
- 10.3 Both parties agree to notify the other party in the event of a claim or suit and shall reasonably cooperate with the other party regarding such defense and shall furnish, on request,

information reasonably available for such defense. Neither party shall be authorized to agree to any settlement or compromise that would require the other party to make a payment or that does fully release the other party without their express written consent.

11. **TERM AND TERMINATION.**

- 11.1 **Term.** The initial term of this Agreement shall commence as of the latter date of both parties' signatures and continue until June 30, 2028, or until terminated, as set forth below.. This Agreement may be renewed, on an annual basis, by execution of a new work order or work plan signed by both parties, which shall incorporate the terms of this MSA thereto.
- 11.2 **Non-Appropriation.** If CLIENT periodically requests from its legislative body or funding authority funds to be paid to GSA under this Agreement and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid for any further agreement, CLIENT may, upon prior written notice to GSA, effective sixty (60) days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return any product or equipment (including any Software) to GSA for which payment has not been made, and thereupon be released of any further obligation to make payments due thereafter.
- 11.3 **Termination.** Either party shall have the right to terminate this Agreement upon written notice upon the occurrence of either of the following events:
 - 11.3.1 *Default.* If the other party defaults in the performance of any of its material obligations under this Agreement and such default continues for a period of thirty (30) days after receipt of written notice specifying the nature of the breach.
 - 11.3.2 *Ceases Doing Business, Etc.* If the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization.
 - 11.3.3 *Convenience:* CLIENT may terminate this Agreement, including any SOW or Work Plan

entered into, for convenience if the deliverables contemplated in the Work Plan are not fully functional, and/or accessible by January 1, 2025. CLIENT shall provide 30 calendar days' notice to GSA of its intent to so terminate under this section and shall not be responsible/liable for any future payment periods after notice to terminate was provided to GSA. CLIENT may further terminate this MSA and/or any work order or SOW, without liability, for convenience in the event the Software is materially inoperable, inaccessible, faulty, defunct and/or contains unreasonable defects, by providing GSA 30 calendars days' notice of its intent to so terminate.

- 11.3.4 Additional termination conditions may be defined in the Work Plan.
- 11.4 **Deliverables.** If this Agreement is terminated for any reason, GSA shall advise CLIENT of the extent to which performance has been completed through the termination notice date, and collect and deliver to CLIENT all Deliverables, including, without limitation, all work-in- progress. GSA shall be paid for all work performed through the date of receipt of notice of termination.

12. **INSURANCE**

12.1 **Insurance Coverage.** During the term of this Agreement, GSA shall maintain insurance coverage as follows:

Insurance	Maximum Coverage per occurrence.
Workman Compensation and Employer Liability	Minimum amount required by law.
Automobile Liability	\$1,000,000
Data Processing Errors & Omissions.'	\$1,000,000
Commercial General Liability:	
General Aggregate	\$1,000,000
Products	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$1,000,000
Medical Expenses	\$10,000

- 12.2 **Certificate:** Upon request, GSA shall provide CLIENT with certificate(s) of insurance which shall be sent directly by the insurance agency and shall designate CLIENT as an additional insured.
- 12.3 **Expiration:** GSA shall use all commercially reasonable efforts to notify CLIENT with at least thirty (30) days written notice prior to the expiration of cancellation of coverage afforded under the applicable policies.

13. **PUBLIC RECORDS**

- 13.1 **Requests.** Any request for public records regarding this Agreement must be made directly to CLIENT, who will be responsible for responding to any such public records requests. GSA will provide any requested records to County to enable County to respond to the public records request and will otherwise comply with the provisions of Section 13.2 of this Agreement.
- 13.2 **Duties of GSA.** GSA agrees to comply with the provisions of the Colorado Statutes to the extent applicable. Specifically, to the extent that GSA is acting on behalf of CLIENT, GSA agrees to:
- 13.2.1 Keep and maintain public records as required by CLIENT to perform the service provided under this Agreement.
- 13.2.2 Upon request from CLIENT's custodian of public records, GSA agrees to provide CLIENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the provided by law.
- 13.2.3 Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to CLIENT.
- 13.2.4 Upon completion or termination of this Agreement, transfer to CLIENT, at no cost, all public records in possession of GSA or keep and maintain such public records required by CLIENT to perform the services. If GSA transfers such records to CLIENT, GSA shall destroy any duplicate public records that are exempt or confidential and exempt. If GSA keeps and maintains public records, GSA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CLIENT upon request in a format that is compatible with the information technology systems of CLIENT.
- 13.3 Except as otherwise expressly provided in this Agreement or required by law, all costs of maintaining public records and the software or services require to maintain such records shall be

at CLIENT's expense.

14. **GENERAL TERMS AND CONDITIONS**

- 14.1 **Independent Contractor.** GSA is an independent contractor and nothing in this Agreement shall be deemed to make GSA an agent, employee, or joint venture of CLIENT. Neither GSA nor any employees, agents or subcontractors of GSA shall be entitled to any benefits that CLIENT provides for its own employees, including, without limitation, worker's compensation, and unemployment insurance. GSA shall be solely and entirely responsible for GSA's acts and the acts of GSA's employees, agents, and subcontractors.
- 14.2 **Non-Recruitment; Non-Solicitation of Employees.** CLIENT and GSA recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit, either directly or indirectly, a present employee of the other party during the term of this Agreement and for a period of six (6) months thereafter without the other party's prior written consent. The Parties agree an applicant hired through a public posting process whereby CLIENT publishes vacancies to the public, shall not be considered a violation of this provision if an employee or former employee is ultimately hired through a public posting process.
- 14.3 **Injunctive Relief.** CLIENT and GSA agree that in the event of any breach of Section 13 monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunction or other relief as may be deemed proper or necessary by a court of competent jurisdiction without the need to post a bond.
- 14.4 **Delays.** Neither party shall be liable to the other party for any delay or failure to perform its obligations if such delay or failure arises from any cause beyond the reasonable control of that party.
- 14.5 **Return of Materials.** Upon termination of this Agreement, both parties shall deliver to the other, all Confidential Information and other materials, including, without limitation, all source code, flow charts, diagrams, drawings, blueprints, keys, tools, business notes, memoranda, specifications, devices, and documents. Except as may be necessary to defend against any legal claims and held in confidence by legal counsel,

each party shall not retain any photocopies, facsimiles, tapes, or other copies of any of the materials or Confidential Information.

- 14.6 **Notices.** All notices given under this Agreement shall be in writing and mailed by regular first- class mail or expedited mail service, postage prepaid and addressed to the parties at the addresses first set forth above or at such other addresses as the parties may designate in writing. Notices sent via email shall be deemed given once the receiving party acknowledges receipt of the email.
- 14.7 **Amendment.** No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.
- 14.8 **Waiver.** No provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 14.9 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of GSA and CLIENT and their respective legal representatives, successors, and authorized assigns.
- 14.10 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 14.11 **Severability.** If any provision of this Agreement is found prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.
- 14.12 **Remedies.** The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity. Notwithstanding anything to the contrary contained herein, the liability of GSA for any breach of its obligations under this Agreement and/or for any indemnity obligation hereunder shall be limited to the aggregate amounts

received by GSA under the specific work plan for which the breach occurred and in no event shall GSA be liable for lost profits or special or consequential damages.

14.13 **Compliance with Laws.**

- 14.13.1 In connection with the performance of services, GSA shall fully comply with all applicable laws, rules, and regulations of all authorities, including, without limitation, immigration, occupational safety, civil rights, and insurance laws.
- 14.13.2 GSA systems and software shall be made compliant with WCAG 2.1 AA pursuant to Colorado HB21-1110 and other applicable Colorado Statutes. Client may review GSA systems at any time to ensure such compliance and provide detail change requests for any defect or non-compliant aspect of GSA's provided modules. In the event a module is found to be noncompliant with CO HB 21-1110, and that module cannot be made compliant, GSA will remove that feature or non-compliant module from its product suite.
- 14.14 **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Colorado.
- 14.15 **Survival of Certain Obligations.** After expiration or termination of this Agreement, those provisions that specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding indemnification, warranty, limitations of liability, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
- 14.16 **Enforcement Costs.** In the event of any litigation between the parties of this Agreement relating to or arising out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, including such fees and costs on appeal. The prevailing party shall also be entitled to reimbursement of all costs, expenses and reasonable attorney's fees that may be incurred or paid by the prevailing party enforcing its rights under this Agreement prior to the commencement of any litigation arising from matters hereunder.
- 14.17 **Entire Agreement.** This Agreement constitutes the entire agreement between GSA and CLIENT with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between

the parties.

The parties have signed this Agreement as of the date first written above.

CLIENT:

GOVERNMENT SOFTWARE ASSURANCES CORPORATION:

By: _____
San Juan County Assessor

By: _____
Lawrence D. Zirbel, President

Date: _____

Date: _____

Bonita Peak Mining District Update

October 2023



COLORADO
Department of Public
Health & Environment



<http://www.epa.gov/superfund/bonita-peak>

Get Involved

- **BPMD Community Sessions:** Join the Silverton community to learn more about the Bonita Peak Mining District (BPMD). These entry-level sessions are free, open to the public, and do not require an RSVP. These sessions are hosted by the BPMD Planning Group.

The next BPMD Community Session will be:

- **Intro to Superfund at the BPMD** – Wednesday, November 15, 2023 at Silverton Town Hall, from 6-7pm

- Videos from the Silverton Miners Oral History Project are now [available on YouTube!](#) The videos are part of a DRMS-led project that help tell the story of Silverton's mining history. These videos were shared with the Silverton community at an October 19 BPMD Community Session.

Field Work Update

EPA

Construction of the **Bonita Peak Repository** has been ongoing since June. The Repository is located on Tailings Impoundment 4 of the Mayflower Mill, as selected in EPA's [Interim Record of Decision](#). Construction activities will continue until winter conditions prohibit work and will resume in Summer 2024.

The site team continues to prioritize material generated in San Juan County at the Upper Animas Sand and Gravel Pit or producing material onsite to alleviate the overall truck traffic through the Town of Silverton. Trucking of clean fill material from Montrose is currently supplying materials not available in the county.



Liner installation in a stormwater channel of the Bonita Peak Repository



Drilling Equipment at Lake Emma in mid-October

In the **Lake Emma** Area, EPA continued drilling work to install the third of three monitoring wells into the Sunnyside Gold mine workings. These monitoring wells will allow EPA to gather critical data on water quality, and how groundwater moves within the mine workings and throughout the Bonita Peak groundwater system.

As access to the area becomes more difficult, the team is working to winterize the site and plan to resume work in Summer 2024.

In October, EPA completed the extension of the portal shed at the **Gold King Mine** to minimize the risk of rockfall and avalanche debris blocking access. Access to the flow control structure in Level 7 of the Gold King is critical for maintenance and inspections to ensure the conveyance of mine water to the Interim Water Treatment Plant.

More information, including the administrative record for this project, can be found at the [response webpage](#).

Work on the Gold King Mine primary conveyance pipeline has improved and added pipeline cleanout access points while continuing to clear clogs from iron hydroxide build up. The Interim Water Treatment Plant continues to operate as intended and is receiving GKM water through a secondary conveyance line while work on the primary line is conducted.



Completed portal extension at Gold King Mine



Aerial view of fencing installed at Campground 4

DRMS

Colorado Division of Reclamation and Mine Safety finished work at the Mountain Queen, Columbus, and Vermillion Mines as part of the 2019 Interim Record of Decision remedial action to direct mine drainage and stormwater away from waste rock with drainage ditches and short pipe sections.

DRMS also utilized a local contractor to complete a fencing project to prevent access to contaminated soils at Campground 4.

BONITA PEAK REPOSITORY

CONSTRUCTION PROJECT UPDATE – September & October 2023

Contractors Hydrogeologic (HGL) and Environmental Restoration LLC (ER LLC) mobilized to the site with various subcontractors to begin construction of the Bonita Peak Repository (BPR) in June 2023. Construction of the repository will continue as long as weather permits in 2023 and resume in Summer 2024.

Construction Progress

- Subgrade preparation for the entire facility is approximately 60% complete. Crews have achieved final grades in the Western portion of the facility.
- All available clean cover has been stripped for re-use on site, amounting to approximately 31,500 cubic yards. Over 92,000 cubic yards of tailings were also excavated and safely reused on site for subgrade. Unused tailings will be stockpiled over the winter for next season, with erosion controls and application of a tackifier to reduce contaminant migration from the stockpiles.
- As of October 19, nearly 4,000 cubic yards of material have been imported from Upper Animas Sand and Gravel Pit, reducing the need to truck material through town. Another 150 yards of material have been imported from Rocky Mountain Aggregate's facility in Montrose. Approximately 6,500 yards of additional material that cannot be generated on site or at the Gravel Pit are anticipated to be imported to the site from Montrose. This corresponds to 10-15 trucks per day through the remainder of the viable construction season (estimated mid/late November).
- As seen in the photo below, the berms have been constructed for approximately 70% of the facility. These berms will hold waste in each cell following final placement. Treatment generated solids (sludge) from Gladstone Interim Water Treatment Plant is planned to be moved to the facility in 2024.



View of repository site (Cells 2 and 1 from left to right) from hillside above Mayflower Tailings Impoundment 4 looking South.

BONITA PEAK REPOSITORY

- Crews are currently working to finish installation of the liner system in Cell 1 and the leachate pond this season.
- Stormwater channel construction is ongoing. Stormwater channels were designed to accommodate potential flow from a 100-year storm. Crews are working to finish the stormwater channel adjacent to County Road 2 before winter weather arrives. Earlier this summer, crews discovered extensive tailings in the channel, requiring the channel to be relined. Prior to liner being installed, the crews had to over-excavate and place finer material. This channel was lined in mid-October.
- Construction of the leachate management system is in progress with over 410 feet of pipe being welded and placed in trenches to date.
- During construction of the stormwater channels on the North side of the facility, contractors encountered a large quantity of tires which will be disposed next season through the State of Colorado's Waste Tire Program.

Winterization

Winterization of the site will include mitigation of physical and environmental hazards. All slopes will be graded to prevent falls and entrapments by people and wildlife when the facility receives snow this winter. Slopes and tailings piles will receive erosion control measures such as straw waddles, temporary fences, and tackifier to mitigate contaminant migration due to snow melt.

Most of the equipment used at the Bonita Peak Repository will be demobilized for the season, except construction trailers, the equipment storage connex box, and erosion control devices. Geotechnical and groundwater monitoring stations will remain in place. Air monitoring equipment has been demobilized for the season and data will be provided to interested parties upon request.

Special considerations were planned to protect the wintering elk herd known to access the area, including temporary regrading and fencing to deter entry into lined cells.

Community

The construction team remains dedicated to minimizing disruption to the Silverton community, including minimizing trucks that need to navigate down Greene Street during prime tourist season, and addressing concerns over winter recreational use of the stormwater channel along County Road 2.

EPA and its contractors recognize the importance of winter recreation opportunities in the Town of Silverton. We are currently working with winter recreation stakeholders in Silverton, including the Nordic Club and Silverton Planning Group, to ensure continued winter recreation access near TP 4.

The repository site has hosted numerous visitors from internal and external stakeholder groups to date, including La Plata and San Juan County Commissioners, the Southern Ute Indian Tribal Council, the BPMD Community Advisory Group and the Silverton Planning Group.

Next season's construction will continue to prioritize material generated in San Juan County using the Upper Animas Sand and Gravel Pit or producing material onsite to alleviate the overall truck traffic through Greene Street during the busy tourism season.

Safety

Tailings have been encountered in the cut areas of stormwater channels and on the top of the repository. These materials are being compiled in a separate area on the impoundment for burial beneath the facility during re-grading.

Slope stability has not been adversely impacted by construction. Air quality impacts were mitigated with nearly constant application of more than 7 acre-feet of water to suppress dust throughout the 2023 construction season.

Dust monitoring equipment was present throughout the construction season and has been demobilized due to colder, wetter conditions on Oct 11. Equipment may be remobilized next season.

For more information about the Bonita Peak Repository Construction Project, please contact:

Meg Broughton, Community Involvement Coordinator
Broughton.Meg@epa.gov
(303) 312-6139

Athena Jones, Superfund Remedial Project Manager
Jones.Athena@epa.gov
(720) 926-2015



View looking northeast of leachate drainage system, 24" HDPE pipe, in trench prior to burial



Stormwater channel along County Road 2 being lined prior to backfill



Equipment demobilizing over Coal Bank and Molas Passes in early autumn



La Plata County Commissioners and BPMD Community Advisory Group members listen and learn about the construction process

Bonita Peak Mining District Superfund Site **COMMUNITY SESSIONS**



**Silverton Planning Group invites you to learn more
about the BPMD Superfund Site:**

**Wednesday, November 15:
Introduction to Superfund at BPMD**

- No registration required, open to the public
- All sessions held at Town Hall, 6 – 7 PM

Learn more at www.epa.gov/superfund/bonita-peak or by scanning the QR code above.



COLORADO
Department of Public
Health & Environment

November 7, 2023

Dennis Golbricht, County Attorney
San Juan County
1099 Main St., Suite 304
Durango, CO 81302

Subject: Post-Local Adoption Review of Proposed Regulation - Acceptance
On-site Wastewater Treatment System Regulations
San Juan County

Dear Mr. Golbricht:

The Water Quality Control Division (Division) has reviewed the proposed revisions to the San Juan County On-site Wastewater Treatment System Regulations (local regulation), adopted on October 25, 2023, and received by the Division on October 30, 2023. The Division's review of this document was conducted pursuant to section 43.4(A)(2)(a) of the On-site Wastewater Treatment System Regulation 5 CCR 1002-43 (Regulation 43).

The Division found no inconsistencies or conflicts in the proposed revisions to the local regulation with regard to the On-site Wastewater Treatment Systems Act (Act) Article 10 of Title 25, C.R.S. or Regulation 43. The Division has no objections to the local regulation on that basis.

Should the local board of health make any changes or revisions to the local regulations in the future, please send the revisions to the Division for review. Only after the Division has determined that the local board of health's revised regulations comply with the OWTS Act and Regulation 43 may the local board of health's revised regulations take effect and be published [Section 43.4(A)(3)(e)].

If you have any questions regarding the Division's review or findings, please contact me at (303) 692-2366 or chuck.cousino@state.co.us.

Sincerely,

Charles Cousino

Digitally signed by Charles
Cousino
Date: 2023.11.07 13:57:47 -07'00'

Charles J. Cousino, REHS
On-site Wastewater Treatment System Coordinator
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment



PRELIMINARY 2024

ANNUAL BUDGET FOR
SAN JUAN COUNTY, COLORADO
FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2024

11-8-23

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

SUMMARY OF ALL FUNDS

	Estimated Beginning Balance	Estimated Revenue	Estimated Expenditures	Estimated Ending Balance
Total General Operation	1,834,593	3,921,728	3,931,902	1,824,419
Road & Bridge Operation	147,316	556,146	570,696	132,767
Contingency	54,554	-	10,000	44,554
TABOR Emergency	30,000	-	-	30,000
Social Services	74,379	168,309	161,264	81,424
Conservation Trust	13,039	1,200	6,000	8,239
County Lodging Tax	508,767	160,000	196,000	472,767
Emergency Services	1,538,356	1,068,200	972,228	1,634,328
Noxious Weed Management	1,988	-	1,988	1,988
Anvil Mountain Workforce Housing	195,000	294,000	130,000	359,000
Escrow Accounts (Below)	1,034,226	273,532	318,932	988,826
	5,432,218	6,443,116	6,299,010	5,578,311

ESCROW ACCOUNTS	Estimated Beginning Balance	Estimated Revenue	Estimated Expenditures	Estimated Ending Balance
Ambulance	93,532	10,000	0	103,532
Fire Department	109,106	20,000	0	129,106
Sheriff's Vehicle	44,995	10,000	35,000	19,995
Search and Rescue	20,500	5,000	0	25,500
Computer Equipment	4,354	5	0	4,359
Clerk's Computer Equipment	5,258	500	0	5,758
Courthouse	62,228	5,000	10,000	57,228
Assessor/Treasurer	3,548	5	0	3,553
Historical Archives	481	5	0	486
Workforce Housing	66,864	10	0	66,874
Land Use Fund	63,972	3,000	5,000	61,972
Emergency Preparedness	2,687	5	0	2,692
Secure Rural Schools	125,648	0	0	125,648
Gravel	145,171	5,000	50,000	100,171
County Barn	52,802	21,000	21,000	52,802
Road Equipment	134,085	189,000	189,000	134,085
LOST 4-Wheelers	4,096	2	3,932	166
CR 2 and 110 Asphalt Maintenance	94,899	5,000	5,000	94,899
TOTAL	1,034,226	273,532	318,932	988,826

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

MILL LEVIES

	Assessed Valuation	Mill Levy	Revenue
SAN JUAN COUNTY			
General Fund	76,114,517.00	19.000	1,446,175.82
Road & Bridge	76,114,517.00	0.350	26,640.08
Social Services	76,114,517.00	0.291	22,149.32
Temporary Reduction	76,114,517.00	0.000	0.00
Refunds/Abatements	76,114,517.00	0.000	0.00
TOTAL	76,114,517.00	19.641	1,494,965.23
SCHOOL DISTRICT			
General Fund	76,114,517.00	0.000	0.00
Hold Harmless	76,114,517.00	0.000	0.00
Authorized Override	76,114,517.00	0.000	0.00
Abatement	76,114,517.00	0.000	0.00
Bond Redemption	76,114,517.00	0.0000	0.00
TOTAL	76,114,517.00	0.000	0.00
TOWN OF SILVERTON			
General Operating	41,398,623.00	0.000	0.00
Obligation Bonds	41,398,623.00	0.000	0.00
Refunds/Abatements	41,398,623.00	0.000	0.00
TOTAL	41,398,623.00	0.000	0.00
SOUTHWEST WATER			
General Operating	76,114,517.00	0.000	0.00
Temporary Reduction	76,114,517.00	0.000	0.00
Refunds/Abatements	76,114,517.00	0.000	0.00
TOTAL	76,114,517.00	0.000	0.00
HERMOSA CLIFF FIRE			
General Operating	0.00	0.000	0.00
Bond	0.00	0.000	0.00
Refunds/Abatements	0.00	0.000	0.00
TOTAL	0.00	0.000	0.00
DURANGO FIRE PROTECTION			
General Operating	11,213,789.00	0.000	0.00
Bond	0.00	0.000	0.00
Refunds/Abatements	0.00	0.000	0.00
TOTAL	11,213,789.00	0.000	0.00

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

COUNTY MILL LEVY COMPARISON

	<u>Assessed Valuation</u>	<u>Mill Levy</u>	<u>Revenue</u>
2018			
General Fund	45,092,397.00	19.000	856,755.54
Road & Bridge	45,092,397.00	0.350	15,782.34
Social Services	45,092,397.00	0.291	13,121.89
Refunds/Abatements	45,092,397.00	0.078	3,517.21
TOTAL	45,092,397.00	19.719	889,176.98
2019			
General Fund	44,464,962.00	19.000	844,834.28
Road & Bridge	44,464,962.00	0.350	15,562.74
Social Services	44,464,962.00	0.291	12,939.30
Refunds/Abatements	44,464,962.00	0.196	8,715.13
TOTAL	44,464,962.00	19.837	882,051.45
2020			
General Fund	45,790,836.00	19.000	870,025.88
Road & Bridge	45,790,836.00	0.350	16,026.79
Social Services	45,790,836.00	0.291	13,325.13
Refunds/Abatements	45,790,836.00	0.088	4,029.59
TOTAL	45,790,836.00	19.729	903,407.40
2021			
General Fund	46,079,462.00	19.000	875,509.78
Road & Bridge	46,079,462.00	0.350	16,127.81
Social Services	46,079,462.00	0.291	13,409.12
Refunds/Abatements	46,079,462.00	0.011	506.87
TOTAL	46,079,462.00	19.652	905,553.59
2022			
General Fund	53,832,082.00	19.000	1,022,809.56
Road & Bridge	53,829,861.00	0.350	18,840.45
Social Services	53,829,861.00	0.291	15,664.49
Refunds/Abatements	53,829,861.00	0.062	3,337.45
TOTAL	53,832,082.00	19.703	1,060,651.950
2023			
General Fund	53,479,692.00	19.000	1,016,114.15
Road & Bridge	53,479,692.00	0.350	18,717.89
Social Services	53,479,692.00	0.291	15,562.59
Refunds/Abatements	53,479,692.00	0.082	4,385.33
TOTAL	53,479,692.00	19.723	1,054,779.97
2024			
General Fund	76,114,517.00	19.000	1,446,175.82
Road & Bridge	76,114,517.00	0.350	26,640.08
Social Services	76,114,517.00	0.291	22,149.32
Refunds/Abatements	76,114,517.00	0.000	0.00
TOTAL	76,114,517.00	19.641	1,494,965.23

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

TABOR

On November 7, 1995 the voters of San Juan County authorized the retention of all revenues in excess of limits imposed by Article X, Section 20 of the Colorado Constitution (TABOR).

SAN JUAN COUNTY IS IN COMPLIANCE WITH THE TABOR AMENDMENT

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

GENERAL FUND GRANTS

REVENUE	2022	Budget 2023	Year End Est.	Budget 2024
General				
State Historic Fund Hospital Bldg.	27,592			
Emergency Management	3,750	28,032	30,900	17,500
DOLA Courthouse	17,915	40,000	40,000	
State Historic Fund Courthouse		100,000	84,863	85,000
Housing Solutions CDBG		150,000		150,000
CDPHE Mapping Grant		15,000		15,000
Courthouse Security Grant		25,000		
GOCO Recreation Grant	195,150	15,000	47,207	
CDPHE Communications Liaison	50,000	65,000	98,000	26,000
REDI Grant MSI	20,477			
REDI Grant SJDA	55,630			
GOCO Baker's Park Trails				650,000
EPA Cooperative Agreement		166,000	433,260	75,000
Other Grants	391,771	15,000	269,335	15,000
Total General	762,285	619,032	1,003,565	1,033,500
Health Dept.				
Emergency Planning	15,875	15,858	15,858	15,875
Health Care Program MCH/HCP	47,370			
CDC		141,473	52,715	222,390
OPPI Immunizations	0			
CHAPS/PHIP		19,000	2,503	8,996
IMMUNIZATION				
STEPP	36,866	24,172	15,884	24,172
IMM 3		64,680	19,776	10,000
IMM 4		50,782	0	0
CORE Services		95,048	5,241	53,063
CORE IZ		10,630	0	10,630
ELC		361,636	62,184	
ELC Enhance				56,000
COVID Grants	180,000			
Other Grants	5,000	10,000		10,000
Total Health Dept.	285,111	793,279	174,161	411,126
TOTAL GRANTS	1,047,396	1,412,311	1,177,726	1,444,626

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

LEASE - PURCHASE AGREEMENTS

Preschool	Year	Annual Paymen	Portion that is Ir	Balance
\$80,000 @ 4%	2023	6,000.00	1,049.89	21592.01
Region 9 Economic	2024	6,000.00		
Development District	2025	6,000.00		
	2026	6,000.00		
	2027	6,000.00		

Citizens State Bank of Ouray	Year	Principal	Interest	Annual Paymen	Balance
Animas St. Shop Building	2013	12,000.00	8,620.27	20,620.27	168,000.00
	2014	12,000.00	7,980.00	19,980.00	156,000.00
	2015	12,000.00	7,410.00	19,410.00	144,000.00
	2016	12,000.00	6,858.74	18,858.74	132,000.00
	2017	12,000.00	6,270.00	18,270.00	120,000.00
	2018	12,000.00	5,700.00	17,700.00	108,000.00
	2019	12,000.00	5,130.00	17,130.00	96,000.00
	2020	12,000.00	4,572.49	16,572.49	84,000.00
	2021	12,000.00	3,990.00	15,990.00	72,000.00
	2022	12,000.00	3,420.00	15,420.00	60,000.00
	2023	12,000.00	2,850.00	14,850.00	48,000.00
	2024	12,000.00	2,286.25	14,286.25	36,000.00
	2025	12,000.00	1,710.00	13,710.00	24,000.00
	2026	12,000.00	1,140.00	13,140.00	12,000.00
	2027	12,000.00	570.00	12,570.00	-

Bank of the San Juans	Year	Principal	Interest	Annual Paymen	Balance
\$292,875.00 @ 3.75%	2014	14861.54	10844.78	25706.32	278013.46
Fire Authority Building	2015	15424.07	10282.24	25706.31	262589.39
	2016	16007.9	9698.42	25706.32	246581.49
	2017	16613.82	9092.49	25706.31	229967.67
	2018	17242.67	8463.64	25706.31	212725
	2019	17895.35	7810.97	25706.32	194829.65
	2020	18572.7	7133.61	25706.31	176256.95
	2021	19275.71	6430.61	25706.32	156981.24
	2022	20005.33	5700.99	25706.32	136975.91
	2023	20762.56	4943.76	25706.32	116213.35
	2024	21548.46	4157.86	25706.32	94664.89
	2025	22364.1	3342.22	25706.32	72300.79
	2026	23210.62	2495.7	25706.32	49090.17
	2027	24089.18	1617.14	25706.32	25000.99
	2028	25000.99	705.33	25706.32	0

Catepillar Financial	Year	Principal	Interest	Annual Paymen	Balance
Caterpillar D6T	2023			63,292.32	
	2024			63,292.32	
	2025			1.00	
Total		-		126,585.64	

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

DA Courthouse Remodel	Year	Principal	Interest	Annual Payment	Balance
	2017	2,215.51	485.18	2,700.69	22,043.69
Interest 2.00%	2018	2,259.82	440.87	2,700.69	19,783.87
	2019	2,305.02	395.68	2,700.70	17,478.86
	2020	2,351.12	349.58	2,700.70	15,127.74
	2021	2,398.14	302.55	2,700.69	12,729.60
	2022	2,446.10	254.59	2,700.69	10,283.50
	2023	2,495.02	205.67	2,700.69	7,788.48
	2024	2,544.92	155.77	2,700.69	5,243.56
	2025	2,595.82	104.87	2,700.69	2,647.74
	2026	2,594.78	52.95	2,647.73	

Citizens State Bank of Ouray	Year	Principal	Interest	Annual Payment	Balance
Fire Truck	2021	15,381.81	4,331.25	19,713.06	122,118.19
	2022	15,866.34	3,846.72	19,713.06	106,251.85
	2023	16,366.13	3,346.93	19,713.06	89,885.85
	2024	16,873.90	2,839.16	19,713.06	73,011.82
	2025	17,413.19	2,299.87	19,713.06	55,598.63
	2026	17,961.70	1,751.36	19,713.06	37,636.93
	2027	18,527.50	1,185.56	19,713.06	19,109.43
	2028	19,109.43	603.60	19,713.03	-
Total		137,500.00	20,204.45	157,704.45	

Citizens State Bank of Ouray	Year	Principal	Interest	Annual Payment	Balance
Assessor Treasurer	2021	2,780.05	1,648.86	4,428.91	31,837.85
Computer Software	2022	2,916.61	1,512.30	4,428.91	28,921.24
	2023	3,055.15	1,373.76	4,428.91	25,866.09
	2024	3,200.27	1,228.64	4,428.91	22,665.82
	2025	3,349.33	1,079.58	4,428.91	19,316.49
	2026	3,511.38	917.53	4,428.91	15,805.11
	2027	3,678.17	750.74	4,428.91	12,126.94
	2028	3,852.88	576.03	4,428.91	8,274.06
	2029	4,034.82	394.09	4,428.91	4,239.24
	2030	4,239.24	201.36	4,440.60	-
Total		34,617.90	9,682.89	44,300.79	

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

John Deere Financial	Year	Annual Payment 2ea. 772G Motor Graders
772G Motor Grader 47723	2023	40,307.70
772G Motor Grader 47728	2024	80,615.40
7-2-23 to 7-2-29	2025	80,615.40
72 Payments	2026	80,615.40
	2027	80,615.40
	2028	80,615.40
	2029	40,307.70
Purchase Price		1.00

Citizens State Bank of Ouray					
Anvil Mountain Apartments 3.75%	Year	Principal	Interest	Annual Payment	Balance
	2019	22,251.45	44,534.07	66,785.52	1,175,493.15
	2020	22,976.53	43,808.99	66,785.52	1,152,516.62
	2021	23,976.93	42,808.59	66,785.52	1,128,539.69
	2022	24,891.70	41,893.82	66,785.52	1,103,647.99
	2023	25,841.35	40,944.17	66,785.52	1,077,806.64
	2024	26,713.78	40,071.74	66,785.52	1,051,092.86
	2025	27,846.38	38,939.14	66,785.52	1,023,246.48
	2026	28,908.56	37,876.76	66,785.32	994,337.72
	2027	30,011.66	36,773.86	66,785.52	964,326.06
	2028	31,055.25	35,730.27	66,785.52	933,270.81
	2029	32,341.45	34,444.07	66,785.52	900,929.36
	2030	33,575.30	33,210.22	66,785.52	867,354.06
	2031	34,856.36	31,929.26	66,785.62	832,497.80
	2032	36,098.70	30,686.82	66,785.52	796,399.10
	2033	37,563.26	29,222.26	66,785.52	758,835.84
	2034	38,996.35	27,789.17	66,785.52	719,839.49
	2035	40,484.11	26,301.41	66,785.52	679,355.38
	2036	41,957.56	24,827.96	66,785.52	637,397.82
	2037	43,629.35	23,156.17	66,785.52	593,768.47
	2038	45,293.87	21,491.65	66,785.52	548,474.60
	2039	47,021.90	19,763.62	66,785.52	501,452.70
	2040	48,763.70	18,021.82	66,785.52	452,669.00
	2041	50,676.25	16,109.27	66,785.52	402,012.13
	2042	52,609.62	14,175.90	66,785.52	349,403.13
	2043	54,616.73	12,168.79	66,785.52	294,786.40
	2044	56,670.25	10,115.27	66,785.52	238,116.15
	2045	58,862.47	7,923.05	66,785.52	179,253.68
	2046	61,108.14	5,677.38	66,785.52	118,145.54
	2047	63,439.48	3,348.04	66,787.52	54,706.06
	2048	54,706.06	947.54	55,653.60	-
	Total	1,200,000.00	837,345.43	2,037,345.43	

Catepillar Financial	Year	Annual Payment
Caterpillar D6NXL		
Total Price \$ 288,468.00	2020	40,925.83
	2021	40,925.83
	2022	40,925.83
	2023	40,925.83
	2024	40,925.83
	2025	40,925.83
	Total	245,554.98
Final Lease Payment		132,845.83

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

FIVE YEAR CAPITAL IMPROVEMENTS PLAN

Year	Department	Item	Estimated Cost
2024	Courthouse	Maintenance	5,000
	Hospital	Maintenance	5,000
	Sheriff	Vehicle Replacement	40,000
	Road & Bridge	Pickup Replacement	50,000
	Road & Bridge	Loader	200,000
			<u>300,000</u>
2025	Courthouse	Maintenance	10,000
	Hospital	Furnace Replacement	80,000
	County	Vehicle Replacement	
			<u>90,000</u>
2026	Courthouse	Maintenance	10,000
	Hospital	Maintenance	10,000
	Sheriff	Vehicle Replacement	45,000
			<u>65,000</u>
2027	Courthouse	Maintenance	10,000
	Hospital	Maintenance	10,000
	Road & Bridge	Dozer	350,000
			<u>370,000</u>

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

FUND REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
General Operation	2,896,083	3,272,624	2,643,668	2,160,459	2,557,188	2,888,228
General Operation Grants	836,412	762,285	619,032	939,565	923,702	1,033,500
General Operation Total	3,732,495	4,034,909	3,262,700	3,100,024	3,480,890	3,921,728
Road & Bridge Operation	524,294	545,726	729,485	459,392	538,685	556,146
Contingency	0	0	151,179	0	0	0
County Lodging Tax	204,284	170,563	160,000	98,551	161,000	160,000
Conservation Trust	805	1,164	740	1,160	1,200	1,200
Emergency Services Fund	1,094,393	1,048,196	1,028,200	693,580	1,086,200	1,068,200
TABOR Emergency		0	0	0	0	0
Noxious Weed Management	0	0	0	0	0	0
Social Services	138,251	152,883	158,429	0	0	168,309
Anvil Mountain Workforce Housing	135,715	253,064	195,000	109,473	170,000	294,000
Escrow Accounts (Below)	229,527	278,907	268,542	30,941	365,300	365,760
TOTAL	6,059,764	6,485,412	5,954,275	4,493,122	5,803,275	6,535,344

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Escrow Accounts						
Ambulance	10028	10277.49	10,000	845	10,900	10,000
Fire Department	20083	20799.51	20,000	2,434	22,500	20,000
Sheriff's Vehicle	10010	10091.23	10,000	278	10,300	10,000
Search and Rescue	5000	5000	5,000	451	5,500	5,000
Computer Equipment	6	55.75	5	170	200	100
Clerk's Technology Fund	773	608	500	293	400	400
Courthouse	20335	11040.74	5,000	17,229	25,000	50,000
Assessor/Treasurer	8	78.56	5	239	300	100
Historical Archives	3	26.62	5	81	100	50
Workforce Housing	20	193.85	10	590	64,000	64,000
Land Use Fund	3037	3349.72	3,000	1,065	4,100	5,000
Emergency Preparedness	13	89.98	5	274	350	100
County Barn	21061	125.45	21,000	1,771	22,000	21,000
Secure Rural Schools	0	0	0	0	0	0
Road Equipment	129050	189622.13	189,000	1,894	191,000	170,000
Gravel	0	21581.57	10	382	500	5,000
LOST 4-Wheelers	4	41.48	2	127	150	10
CR 2 and 110 Asphalt Maintenance	10097	5924.94	5,000	2,816	8,000	5,000
CDOT Contract (110A & B)	0	0	0	0	0	0
TOTAL	229,527	278,907	268,542	30,941	365,300	365,760

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO
GENERAL FUND REVENUE**

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Cigarette Tax	477	447.39	350	386	450	450
Town Contract - Sheriff	279,869	295,800.00	305,880	199,280	305,880	369,817
USFS Contract - Sheriff	-	3,731.00	-	7,293	7,293	7,500
BLM Contract - Sheriff	10,000	10,000.00	10,000	10,000	10,000	10,000
Social Services	48,702	51,011.73	49,000	45,538	55,000	60,000
S.O. Tax A, B, C, F	77,118	83,521.97	82,000	68,259	85,000	84,000
Sales Tax	266,042	313,187.06	290,000	255,086	340,000	330,000
Liquor/Marijuana Licenses	2,300	1,225.00	1,225	225	300	1,300
Building Permits / Fees	-	-	-	-	-	0
Land Use Fees	7,060	6,680.00	6,000	2,800	4,000	6,000
Subdivision Fees	-	-	-	-	-	0
Workforce Housing Fees	-	-	-	-	-	0
Sheriff's Fees/Fines	-	-	-	-	-	0
Clerk's Fees	66,429	83,482.69	70,000	46,300	60,000	60,000
Treasurer's Fees	86,073	56,502.25	55,000	21,444	27,000	30,000
Health Dept. Grants & Fees	252,668	370,070.49	500,000	455,787	500,000	350,000
Copies - Maps - etc.	-	40.00	100	-	50	100
Investment Income	893	13,130.38	9,000	45,694	55,000	60,000
Courthouse Rent	-	-	2,500	-	-	0
Hospital Building Rent	2,000	5,800.00	10,000	1,800	4,200	9,600
Advertise/Overbids	10,695	8,050.00	4,000	442	4,000	4,000
IGA with Town of Silverton	-	31,467.00	14,699	-	-	48,000
Road & Bridge Administration	-	-	-	-	-	0
Property Tax	874,065	1,031,128.02	1,016,114	969,981	1,016,114	1,370,061
Delinquent Tax + Interest	4,316	6,769.05	5,000	3,512	5,000	5,000
Preschool Rent	6,000	6,000.00	6,000	5,000	6,000	6,000
Emergency Services Insurance	6,974	-	18,000	-	18,000	20,000
Emergency Services Admin .01%	-	-	10,000	-	11,000	12,000
Lodging Tax Admin .03%	-	-	4,500	-	4,800	5,000
Anvil Mountain Admin .03	-	-	3,000	-	4,000	4,500
Mineral Lease	1,375	926.66	1,000	-	-	0
Election Reimbursement	590	797.10	600	871	871	2,400
Alpine Ranger	-	-	-	-	-	0
Excise Tax	1,663	2,842.46	2,500	1,750	2,500	2,500
Veterans	13,328	14,400.00	7,200	13,730	13,730	13,000
Local Assistance	-	-	135,000	-	-	-
Escrow Transfers In	849,731	857,260.11	10,000	-	10,000	10,000
Miscellaneous Revenue	27,714	18,353.41	15,000	5,281	7,000	7,000
Sub-Total	2,896,083	3,272,624	2,643,668	2,160,459	2,557,188	2,888,228
DOLA Grant - Workforce Housing	-	-	-	-	-	-
Emergency Management	7,500	3,750.00	28,032	30,900	30,900	17,500
Housing Solution CDBG	119,429	-	150,000	-	25,000	150,000
DOLA Courthouse	151,179	17,915.23	40,000	-	40,000	-
State Historic Grant Hospital Bldg.	-	27,591.51	-	-	-	-
EPA COOP Agreement	-	-	166,000	433,260	433,260	75,000
GOCO Baker's Park Trail	-	-	-	-	-	650,000
CDPHE Communications Liaison	60,000	50,000.00	65,000	74,000	78,000	26,000
Underfunded Courthouse Grant	33,306	-	-	-	-	-
DOLA Fire Truck	265,373	-	-	-	-	-
SHF Courthouse	-	-	100,000	84,863	-	85,000

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

Ambulance Grant						
CDPHE Mapping Grant			15,000			15,000
Clerks Electronic Technology Grants						
REDI Grant MSI		20,477.13				
REDI GRANT SJDA	17,000	55,630.32				
Software Grant						
Courthouse Security Grant			25,000			
COVID RECOVERY FUNDS						
GOCO Recreation Grant		195,150.00	15,000	47,207	47,207	
Other Grants	182,625	391,771.20	15,000	269,335	269,335	15,000
Sub-Total	836,412	762,285	619,032	939,565	923,702	1,033,500
TOTAL	3,732,495	4,034,909	3,262,700	3,100,024	3,480,890	3,921,728

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

ROAD & BRIDGE FUND REVENUE

	2021	2022	10/31/2022		Budget 2024	
			Budget 2023	Year to Date		Year End Est.
P.I.L.T.	89,168	101,786	95,000	98,747	98,747	95,000
Forest Reserve	44,838	58,057	45,000	47,381	47,381	45,000
Highway Users Tax	375,780	354,338	360,428	283,356	360,500	382,251
Highway 110 Maintenance	0	0	0	0	0	0
Snow Removal	0	0	0	0	0	0
S.O. Tax A, B, C, F	1,420	1,534	1,400	1252	1,400	1,400
Refunds	0	585	3,500	0	1000	1,000
Sale of Assets	0	0	0	1,000	1,000	0
OHV Donation	0	0	15,000	0	0	0
Magnesium Chloride (USFS)	0	0	0	0	0	0
CORE Mountain Fee	0	0	7,000	0	0	7,000
OHV Grant	0	0	0	0	0	0
EPA COOP Agreement	0	0	111,000	0	0	0
LATV	0	0	75,000	0	0	0
Miscellaneous	1,343	15,800	2,500	14,707	15,000	5,000
Sub-Total	512,549	532,100	715,828	446,443	525,028	536,651
Property Tax	11,675	13,503	13,557	12,885	13,557	19,395
Delinquent Tax and Interest	70	123	100	64.40	100	100
Escrow Transfer In			50,000		206,000	0
TOTAL	524,294	545,726	729,485	459,392	538,685	556,146

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

CONTINGENCY FUND - REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
S.O. Tax A, B, C, F	0	0	0	0	0	0
Property Tax	0	0	0	0	0	0
Delinquent Tax & Interest	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

COUNTY LODGING TAX - REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Marketing and Promotion	204,284	170,563	64,000	98,551	161,000	64,000
Workforce Housing			64,000			64,000
Visitor Enhancement			32,000			32,000
TOTAL	204,284	170,563	160,000	98,551	161,000	160,000

EMERGENCY SERVICES FUND - REVENUE

Sales Tax	974,421	#####	985,000	693,580	1,043,000	1,025,000
General Fund Transfer In	119,972	43,200	43,200	0	43,200	43,200
TOTAL	1,094,393	1,048,196	1,028,200	693,580	1,086,200	1,068,200

CONSERVATION TRUST FUND - REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Transfer In	805	1,164	740	1160	1200	1200
S.O. Tax A, B, C, F	0	0	0	0	0	0
Delinquent Tax & Interest	0	0	0	0	0	0
TOTAL	805	1,164	740	1,160	1,200	1,200

TABOR AMENDMENT EMERGENCY FUND - REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Transfer In	0	0	0	0	0	0
Interest	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

NOXIOUS WEED FUND - REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Transfer In from Road & Bridge	0	0	0	0	0	0
Other Revenues	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

ANVIL MOUNTAIN WORKFORCE HOUSING REVENUE

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Property Sale	0	120,000	90,000	0	30,000	90,000
Apartment Rent	135,715	133,064	105,000	109,473	140,000	140,000
Lodging Tax	0	0	64,000	0	0	64,000
TOTAL	135,715	253,064	195,000	109,473	170,000	294,000

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

SOCIAL SERVICES FUND REVENUE

	2021	2022	Budget 2023	Budget 2024
Property Tax	18,766	15,838	15,100	22,149
Penalties/Interest on Tax	68	100	72	120
S.O. Tax A, B, C, F	1,401	1,181	1,505	1,200
State Allocation	116,304	133,110	140,272	142,005
CSBG Grant	1,012	827	1,000	1,000
EOC	500	888	480	900
Program Refunds	200	939	-	935
TOTAL	138,251	152,883	158,429	168,309
From Fund Balance	(9,252)	307	9,159	(7,045)
BALANCE with EXPENDITURE:	128,999	153,190	167,588	161,264

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

FUND EXPENDITURES

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
General Operation Total	2,553,257	2,732,590	3,010,770	2,020,877	2,837,752	3,931,902
General Operation	1,902,190	2,155,772	2,509,570	1,687,504	2,387,620	2,605,053
General Operation Grants	451,657	408,896	390,000	309,034	366,432	1,020,649
Road & Bridge Operation	584,914	609,313	692,737	382,534	694,317	570,696
Contingency	0	0	10,000	0	0	10,000
County Lodging Tax	85,000	103,733	100,000	80,000	100,000	196,000
Conservation Trust	0	0	6,000	0	0	6,000
Emergency Services Fund	742,514	866,576	938,378	483,934	931,628	972,228
Noxious Weed Management	0	0	0	0	0	1,988
TABOR Emergency	0	0	0	0	0	0
Social Services	129,000	153,190	167,588	0	0	161,264
Anvil Mountain Workforce Housing	156,856	124,680	110,000	79,807	127,500	130,000
Escrow Accounts (Below)	443,325	0	318,932	21,500	179,000	411,000
TOTAL	4,694,866	4,590,082	5,354,405	3,068,652	4,870,197	6,391,078
	9/30/2023					
Escrow Accounts	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Ambulance	0		0	0	0	0
Fire Department	267,500		0	0	0	0
Sheriff's Vehicle	29,523		35,000	9,000	9,000	35,000
Search and Rescue	0		0	0	0	0
Computer Equipment	0		0	0	0	0
Clerk's Technology Fund	0		0	0	0	0
Courthouse	10,000		10,000	12,500	20,000	80,000
Assessor/Treasurer	0		0	0	0	0
Historical Archives	0		0	0	0	0
Workforce Housing	0		0	0	0	0
Land Use Fund	0		5,000	0	0	10,000
Emergency Preparedness	0		0	0	0	0
Secure Rural School	0		0	0	0	0
County Barn	16,945		21,000	0	21,000	21,000
Road Equipment	119,357		189,000	0	129,000	215,000
Gravel	0		50,000	0	0	50,000
LOST 4-Wheelers	0		3,932	0	0	0
CR 2 and 110 Asphalt Maintenance	0		5,000	0	0	0
CDOT Contract (110A & B)	0	0	0	0	0	0
TOTAL	443,325	0	318,932	21,500	179,000	411,000

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

GENERAL FUND - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Commissioners	140,408	143,395	162,500	117,616	157,650	167,722
Clerk & Recorder	123,448	145,000	149,591	103,760	139,920	152,879
Elections	1,680	14,542	8,000	17,085	30,000	35,000
Treasurer	126,391	97,398	120,168	82,070	109,100	118,732
Assessor	188,603	135,819	159,877	103,844	124,216	174,602
Sheriff	411,198	369,854	498,753	334,817	460,025	606,362
Jail	10,595	910	20,000	195	1,000	10,000
Administrator	116,554	110,175	144,229	83,252	116,210	124,401
Custodian	101,451	118,329	114,500	109,970	141,450	146,500
Health Dept.	106,901	440,091	515,762	329,693	477,145	413,837
Ambulance	86,400	86,400	86,400	64,800	86,400	86,400
Fire Department	37,572	37,572	49,900	31,425	49,900	54,750
Coroner	31,910	25,130	54,526	33,821	40,526	31,526
County Attorney	28,070	29,932	40,000	30,961	40,200	45,500
District Attorney	22,665	25,220	30,402	21,869	30,701	33,301
Veterans Officer	3,893	5,321	5,331	3,988	5,331	5,597
Surveyor	2,500	2,500	2,500	0	2,500	2,500
Office of Emergency Preparedness	63,701	69,365	65,211	53,170	69,872	74,857
Intergovernmental	240,677	211,219	251,920	90,456	220,474	270,587
Miscellaneous	57,574	87,601	30,000	74,710	85,000	50,000
Sub-Total	1,902,190	2,155,772	2,509,570	1,687,504	2,387,620	2,605,053
Grants	451,657	408,896	390,000	309,034	366,432	1,020,649
Sub-Total	2,353,847	2,564,668	2,899,570	1,996,538	2,754,052	3,625,702
Treasurer's Fees	61,438	30,950	60,000	24,338	32,500	35,000
Transfer to Escrow	137,972	13,000	8,000	0	8,000	228,000
Transfer to Emergency Service Func	0	123,972	43,200	0	43,200	43,200
Sub-Total	2,553,257	2,732,590	3,010,770	2,020,877	2,837,752	3,931,902
Escrow Expenditures	435,562	0	8,000	21,500	21,500	228,000
TOTAL	2,988,819	2,732,590	3,018,770	2,042,377	2,859,252	4,159,902

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

COMMISSIONERS - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel	137,860	139,055	157,372	114,786	154,000	162,172
Supplies	779	753	750	1,203	1,500	1,000
Telephone	48	0	100	0	0	0
Postage	63	0	50	0	50	50
Printing	897	3,256	2,000	1,317	1,500	2,000
Travel	0	0	2,000	0	250	2,000
Miscellaneous	761	332	228	310	350	500
TOTAL	140,408	143,395	162,500	117,616	157,650	167,722

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

CLERK & RECORDER - EXPENDITURES

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Personnel	113,067	115,941	135,154	92,965	124,000	137,479
Supplies	2,301	2,001	1,800	2,094	2,700	2,500
Telephone/Internet	95	0	100	0	0	0
Postage	1,592	264	1,500	1,501	1,600	1,500
Printing	689	610	750	441	600	700
Travel - Training	0	1,883	1,000	700	1,000	1,000
Dues - Meetings	1,594	179	800	797	800	800
Recording Service and Maintenance	4,110	12,330	8,250	4,110	8,220	8,400
Recorder's Equipment Replacement	0	5,999	0	0	0	0
Miscellaneous	0	5,793	237	1,153	1,000	500
TOTAL	123,448	145,000	149,591	103,760	139,920	152,879

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

TREASURER - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel	97,414	89,371	95,816	67,456	90,000	97,832
Supplies	580	528	750	688	900	900
Telephone/Internet	238	0	100	0	0	0
Postage	1,240	44	1,200	694	1,000	1,000
Printing	3,326	3,178	4,500	1,713	3,500	4,000
Travel	414	1,452	1,500	0	1,000	1,500
Dues - Meetings	600	610	1,000	300	700	1,000
Computer Lease	22,579	2,214	15,000	11,219	12,000	12,000
Electronic Equipment	0	0	0	0	0	0
Maps	0	0	0	0	0	0
Miscellaneous	0		302	0	0	500
TOTAL	126,391	97,398	120,168	82,070	109,100	118,732

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

ASSESSOR - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023		Budget 2024
				Year to Date	Year End Est.	
Personnel	112,438	93,376	95,816	70,146	94,000	101,025
Supplies	8,379	6,675	6,000	7,586	1,000	8,000
Telephone/Internet	0	0	100	0	0	0
Postage	304	72	300	137	200	1,500
Printing	381	109	400	0	0	100
Travel	1,285	2,188	2,500	1,131	2,200	3,800
Dues	500	670	703	0	703	2,000
Computer Lease	21,649	2,214	15,000	11,219	12,000	38,177
Mapping	0		15,000	0	1,000	12,000
Master Touch	1,892	136	2,500	3,255	2,500	0
Equipment	0	0	1,000	0	0	2,000
Consulting	40,988	30,077	20,000	10,113	10,113	5,000
Miscellaneous	787	302	558	257	500	1,000
TOTAL	188,603	135,819	159,877	103,844	124,216	174,602

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

SHERIFF - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel	293,853	290,182	390,167	255,487	340,649	489,062
Workers Comp Ins.	10,310	10,571	12,000	0	12,000	13,000
Supplies	14,179	19,465	18,000	12,720	18,000	18,000
Telephone/Internet	7,641	6,603	8,200	5,623	7,800	8,200
Postage	253	1,267	350	624	700	500
Printing	744	0	250	161	200	250
Training	2,024	1,443	2,500	3,076	3,200	2,500
Dues - Meetings	1,238	0	2,500	398	1,500	2,500
Ads - Legal Notices	0	0	300	0	0	300
Bonds	0	0	0	0	0	0
Vehicle Maintenance	6,611	8,792	7,500	14,360	16,000	8,000
Gasoline	13,579	13,759	16,000	12,851	17,150	17,500
Transient Persons	0	0	500	0	0	500
Dispatch Services	37,957	0	19,000	23,126	23,126	24,000
Vehicle Insurance	3,981	2,400	4,000	0	4,000	4,000
Insurance	0	7,477	7,500	0	7,500	8,500
Matching Grant Funds	0	0	0	0	0	0
Rescues	0	0	150	0	0	150
Communications Towers	7,699	7,896	7,200	5,412	7,200	7,400
Special Events (4th of July)	0	0	2,000	0	0	1,000
Miscellaneous	11,130	0	636	979	1,000	1,000
Sub-Total	411,198	369,854	498,753	334,817	460,025	606,362
JAIL	10,595	910	20,000	195	1,000	10,000
TOTAL	421,793	370,764	518,753	335,012	461,025	616,362

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

ADMINISTRATOR - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel	113,449	106,932	104,501	79,348	106,000	108,301
Supplies	503	397	500	607	750	750
Telephone/Internet	1,598	1,241	1,400	899	1,400	1,000
Postage	-	5	50	-	10	100
Travel	429	678	2,500	1,016	1,500	2,000
Training	-	-	1,000	-	200	1,000
Electronic Equipment	375	-	-	-	-	0
Equipment Repair/Maint.		618	-	538	-	0
Subscription - Dues	199	304	250	204	200	250
Miscellaneous	-	-	720	300	150	1,000
Planning			33,308	340	6,000	10,000
TOTAL	116,554	110,175	144,229	83,252	116,210	124,401

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

CUSTODIAN - EXPENDITURES

COURTHOUSE	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
Personnel	27,159	27,853	34,500	26,054	35,000	37,000
Supplies	1,317	915	800	1,668	2,250	2,300
Maintenance	1,766	1,082	1,500	1,601	2,000	2,000
Repairs	341	2,515	2,000	6,974	7,500	5,000
Utilities	11,482	9,677	11,000	8,551	11,500	12,000
Propane/Coal	25,105	35,623	26,000	27,811	34,000	36,000
Vehicle Maintenance	266	1,530	500	0	0	500
Miscellaneous	30	100	200	0	0	500
Sub-Total	67,465	79,295	76,500	72,659	92,250	95,300
HOSPITAL						
Personnel	14,337	16,833	17,500	17,687	23,600	24,800
Supplies	456	331	500	621	850	900
Maintenance	3,738	1,956	2,500	2,610	3,000	3,000
Repairs	0	3,703	1,000	2,974	3,500	3,000
Utilities	3,984	4,474	7,000	4,286	6,000	7,000
Coal	11,471	11,737	9,000	8,946	12,000	12,000
Miscellaneous	0	0	500	187	250	500
Sub-Total	33,986	39,034	38,000	37,311	49,200	51,200
TOTAL	101,451	118,329	114,500	109,970	141,450	146,500

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

HEALTH DEPARTMENT - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel Total	220,872	217,632	294,141	157,039	213,638	352,488
Personnel Paid By Grants	220,872		351,233	153,850	209,385	352,488
Personnel Paid By General Func	0		20,789	3,190	4,253	0
Supplies	2,397	1,000	1,000	1,000	500	1,000
Postage	60	90	100	100	50	100
Telephone	1,002	0	200	0	0	200
Travel - Training	107	100	100	100	100	100
Dues - Meetings	1,329	1,000	500	500	500	500
Licenses & Certifications	269	270	270	270	270	270
Vaccines	148	150	500	0	0	0
Miscellaneous	556	500	541	500	0	541
Total Operations	0	3,110	24,000	5,660	5,673	2,711
STEPP	963	24,172	24,172	24,574	24,172	24,172
Emergency Planning PHEP		15,875	15,875	12,787	15,875	15,875
CDC				77,118	19,768	222,390
CHAPS/PHIP			0	15,580	0	8,996
ELC and ELC Enhance		222,459	354,311	160,590	248,935	56,000
IMM 3			0	5,905	120,736	10,000
iMM 4			50,782	0	0	0
CORE Services	1,103	10,000	10,578	27,480	41,985	53,063
CORE IZ						10,630
Miscellaneous Grants	5,447	164,475	10,000	0	0	10,000
SJBHD			0	0		0
Covid 19	99,388		26,044	0	0	0
Total Grants	106,901	436,981	491,762	324,034	471,472	411,126
TOTAL	106,901	440,091	515,762	329,693	477,145	413,837

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

MISCELLANEOUS COUNTY OFFICES - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
CORONER						
Personnel	15,118	15,118	16,526	12,394	16,526	16,526
Miscellaneous	16,792	10,012	38,000	21,427	24,000	15,000
	31,910	25,130	54,526	33,821	40,526	31,526

Surveyor						
Personnel	2,500	2,500	2,500	0	2,500	1,659
Miscellaneous	0	0	0	0	0	841
	2,500	2,500	2,500	0	2,500	2,500

COUNTY ATTORNEY						
Personnel	28,070	29,932	40,000	30,761	40,000	15,000
Miscellaneous	0	0	0	200	200	500
	28,070	29,932	40,000	30,961	40,200	45,500

DISTRICT ATTORNEY						
	22,665	22,519	27,701	19,168	28,000	30,600
La Plata Courthouse Remodel	2,701	2,701	2,701	2,701	2,701	2,701
	25,366	25,220	30,402	21,869	30,701	33,301

VETERANS OFFICER						
Personnel	3,893	5,321	5,331	3,988	5,331	5,597
Miscellaneous	0	0	0	0	0	0
	3,893	5,321	5,331	3,988	5,331	5,597

EMERGENCY PREPAREDNESS						
Personnel	51,564	46,645	48,547	36,825	48,372	51,193
PIO	4,563	7,451	8,664	5,247	6,500	8,664
Miscellaneous	7,574	15,269	8,000	11,098	15,000	15,000
	63,701	69,365	65,211	53,170	69,872	74,857

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

INTERGOVERNMENT - EXPENDITURES

	9/30/2023					
	2021	2022	Budget 2023	Year to Date	Year End Est.	Budget 2024
San Juan Basin Health	14,896	0	10,164	10,347	10,347	10,000
Planning Commission	400	400	400	0	400	400
Area Agency on Aging	850	850	850	5,700	5,700	6,000
Club 20	300	300	300	300	300	300
NACO	450	450	450	450	450	450
Volunteers of America	300	300	300	0	300	300
Region 9 E.D. District	425	425	425	938	938	933
Cemetery Donation	250	250	250	0	250	250
Fire Dept. Donations (Santa)	100	100	100	0	100	100
San Juan Development Assoc.	5,000	5,000	5,000	0	5,000	6,000
Social Services	62,734	61,567	59,354	46,671	62,228	68,027
Colorado SBDC	0	211	211	0	211	211
Town Shared Services	47,887	0	65,790	0	60,000	65,790
School - Subdivision Fees	0	0	4,400	0	0	4,400
Annual Audit	11,900	12,900	13,500	13,900	13,900	15,000
Liability Insurance (CTSI)	72,507	105,357	38,000	0	38,000	42,000
Workers Comp. Insurance (CTSI)	4,987	4,891	7,000	0	7,000	9,000
Transportation Dues	0	0	450	0	450	450
Housing Solutions Grant	0	0	500	0	500	500
AXIS Mental Health	500	500	500	0	500	500
CCI Dues	6,000	6,150	6,226	6,150	6,150	6,226
Preschool Loan	6,000	6,000	6,000	6,000	6,000	6,000
MSI	1,000	1,000	1,000	0	1,000	1,000
SWCOG	3,691	4,068	4,000	0	0	0
Fire Works Donation	0	0	250	0	250	250
Silverton Clinic	0	0	26,000	0	0	26,000
Silverton Youth Center	500	500	500	0	500	500
Sub-Total	240,677	211,219	251,920	90,456	220,474	270,587
GRANTS						
SHF - Hospital Building	65,870	23,648	0	0	0	0
DOLA Courthouse	154,898	60,067	40,000	6,800	35,000	40,000
CDPHE Communications Liaison	46,526	51,754	60,000	56,715	75,600	90,649
EPA Cooperative Agreement			0	173,285	173,285	50,000
Housing Solutions CDBG	108,216	11,214	150,000	0	25,000	150,000
SHF - Courthouse	0	20,571	130,000	53,008	53,008	30,000
Underfunded Courthouse	33,306		0	0	0	0
GOCO SJMA-MSI	0	191,516	0	13,684	0	0
Clerks Electronic Technology	5,934		0	0	0	0
REDI MSI		20,477	0	0	0	0
REDI SJDA	36,906	29,647	0	1,003	0	0
GOCO Baker'a Park Trail			0		0	650,000
Misc. Grants	0		10,000	4,539	4,539	10,000
Sub-Total	451,657	408,896	390,000	309,034	366,432	1,020,649
TOTAL	692,334	620,115	641,920	399,491	586,906	1,291,236

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

ROAD & BRIDGE - EXPENDITURES

	2021	2022	Budget 2023	9/30/2023 Year to Date	Year End Est.	Budget 2024
Personnel	243,330	257,907	332,310	223521	300000	359,765
Administration	0	0	0	0	0	0
Liability Insurance (CTSI)	15,553	23,289	17,000	0	17000	18,000
Workers Comp. Insurance (CTSI)	11,089	10,869	15,000	0	15000	16,000
Travel	0	0	300	0	0	300
Utilities	7,222	8,330	9,000	7114	9000	9,500
Supplies	7,230	14,599	12,000	14169	18000	17,000
Coal/Propane	7,734	7,066	8,500	5384	7500	8,000
Building Maintenance	0	0	1,000	1150	1150	1,500
Safety - Signs	0	2,527	3,000	0	0	3,000
Fuel	31,993	44,210	40,000	48048	65000	55,000
Oil - Antifreeze	0	0	2,500	0	2500	2,500
Tires	3,690	8,845	4,500	4676	4676	6,000
Equipment Repair	24,832	31,358	28,000	57351	60000	50,000
Magnesium Chloride	36,800	0	40,000	0	0	0
Avalanche Control	2,623	2,987	2,500	4560	4560	3,000
Rock Work - Blasting	0	0	0	0	0	0
Culverts	19,984	0	3,500	4034	18000	2,500
Gravel - Permit	0	331	331	0	331	331
Snow Removal	4,050	8,400	8,500	5600	8500	8,500
Bridge Maintenance	0	0	2,000	0	0	2,000
Equipment Payment	0	0	0	0	0	0
CDL Physicals/License	0	149	200	0	0	200
Clothing Allowance	0	0	800	200	600	600
Asphalt Materials & Striping	0	0	1,000	0	0	1,000
Miscellaneous	3,180	22,623	796	2141	2500	1,000
Sub-Total	419,309	443,491	532,737	377,948	534,317	565,696
Treasurer's Fees	5,605	5,821	5,000	4,586	5,000	5,000
Transfer to Escrows	160,000	160,000	155,000	0	155,000	0
Transfer to School	0	0	0	0	0	0
Sub-Total	584,914	609,313	692,737	382,534	694,317	570,696
Escrow Expenditures	97,659	145,051	139,000	183,890	139,000	0
TOTAL	682,572	754,364	831,737	566,424	833,317	570,696

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

CONTINGENCY FUND - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Treasurer Fees	0	0	10	0	10
Miscellaneous	0	0	9,990	0	9,990
TOTAL	0	0	10,000	0	0

COUNTY LODGING TAX EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Tourism Marketing	85000	103733	100,000	100,000	100,000
Workforce Housing					64,000
Visitor Enhancement					32,000
					196,000

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Capital Improvements	0	0	6,000	0	6,000
Treasurer Fees	0	0	0	0	0
TOTAL	0	0	6,000	0	6,000

TABOR AMENDMENT EMERGENCY FUND - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Treasurer Fees	0	0	0	0	0
Miscellaneous	0	0	0	0	0
TOTAL	0	0	0	0	0

NOXIOUS WEED FUND - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Treasurer Fees	0	0	0	0	0
TOTAL	0	0	0	0	1,988

ANVIL MOUNTAIN WORKFORCE HOUSING - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
TOTAL	156,856	124,680	110,000	127,500	130,000

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

SOCIAL SERVICES - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Personnel	Distributed	Distributed	Distributed	Distributed	Distributed
Regular Administration	59,503	68,006	71,000		72,000
Adult Protection	1,353	0	1,440		500
Child Care	619	0	600		360
Child Support	315	182	324		204
Child Welfare	685	2,079	1,000		1,200
CSBG Grant	0	0	1,000		1,000
Colorado Works	39,919	57,165	67,000		57,000
Core Services	25,849	24,000	24,000		24,000
LEAP	735	1,758	1,200		5,000
OAP	22	0	24		0
Miscellaneous					
TOTAL	129,000	153,190	167,588		161,264

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

EMERGENCY SERVICES FUND - EXPENDITURES

	2021	2022	Budget 2023	Year End Est.	Budget 2024
Ambulance Assoc.	86,400	86,400	86,400	86,400	86,400
Emergency Service Sales Tax	460,000	460,000	503,200	503,200	503,200
Transfer to Escrow	10,000	10,000	10,000	10,000	10,000
Insurance			7,500	7,500	7,500
Ambulance Total	556,400	556,400	607,100	607,100	607,100
Fire Authority	37,572	41,900	49,900	49,900	54,750
Fireman's Pension	19,713	30,000	30,000	30,000	30,000
Truck Payment	30,000	20,000	20,000	20,000	20,000
Building Lease Purchase	25,677	25,678	25,678	25,678	25,678
Building O and M	14,878	12,598	15,000	14,950	15,000
Insurance	10,592	12,563	10,000	10,000	10,000
Transfer to Escrow	20,000	20,000	20,000	20,000	20,000
Fire Total	158,432	162,739	170,578	170,528	175,428
Emergency Service Other*	27,682	35,214	125,000	125,000	150,000
Transfer to Escrow		5,000	15,000	15,000	15,000
Fire Station Mezzanine	93,386	93,386	-	-	-
Tax Refund			10,000		10,000
Emergency Fire Fund			700		700
Administration .01%		13,838	10,000	14,000	14,000
TOTAL	742,514	866,576	938,378	931,628	972,228
Emergency Service Other*					
Fire Authority					
Pension					15,000
Personal Protection Gear					37,000
Response Time Stipend					5,000
Administration					10,000
Search and Rescue					
Escrow					5,000

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - COMMISSIONERS

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Scott FETCHENHIER					
Salary	30,225	31,587	31,587	33,039	33,039
Social Security	2,312	2,416	2,416	2,527	2,527
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	907	948	948	991	991
sub-total	47,900	50,851	50,851	52,807	54,057
Pete MAISIL					
Salary	30,225	31,587	31,587	33,039	33,039
Social Security	2,312	2,416	2,416	2,527	2,527
Health Insurance	3,000	3,000	3,000	16,250	17,500
Retirement	907	948	948	991	991
sub-total	36,444	37,951	37,951	52,808	54,058
Austin LASHLEY					
Salary	30,225	31,587	31,587	33,039	33,039
Social Security	2,312	2,416	2,416	2,527	2,527
Health Insurance	3,000	15,900	15,900	16,250	17,500
Retirement	907	948	948	991	991
sub-total	36,444	50,851	50,851	52,808	54,058
TOTAL	120,788	139,653	139,653	158,422	162,172

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - ADMINISTRATION

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
William TOOKEY					
Salary	77,154.86	77,154.86	77,154.86	79,469.51	95,363.42
Social Security	5,902	5,902	5,902	6,079	7,295
Health Insurance	12,000	14,457	15,900	16,250	2,400
Retirement	2,315	2,315	2,315	2,384	2,861
Unemployment	309	309	309	318	381
sub-total	97,680	100,137	101,580	104,501	108,301
PLANNER UNKNOWN					
Salary*	12,400.00	12,400.00	12,400.00	29,993.60	31,200.00
Social Security	949	949	949	2,295	2,387
Health Insurance	4,915	5,406	5,406	0	0
Retirement	372	372	372	900	936
Unemployment	50	50	50	120	125
Sub-total	18,686	19,176	19,176	33,308	34,648
TOTAL	116,366	119,314	120,757	137,809	142,949
* = 1040 hours @ 30.00					

PERSONNEL - VETERANS OFFICER

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Tommy WIPF					
Salary	930	930	4,800	4,800	5,040
Social Security	71	71	367	367	386
Health Insurance	20	20	20	20	20
Retirement	3	3	144	144	151
TOTAL	1,024	1,024	5,331	5,331	5,597

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - EMERGENCY MANAGER					
	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Jim DONOVAN					
Salary	45,053	36,400	36,400	36,400	38,220
Social Security	3,447	2,785	2,785	2,785	2,924
Health Insurance	14,457	11,130	7,950	8,125	8,750
Retirement	1,352	1,092	1,092	1,092	1,147
Unemployment	180	146	146	146	153
TOTAL	64,488	51,552	48,372	48,547	51,193
*=2080 Hours @ \$36.75					
1040 Hours Emergency Manager 1040 Hours Public Health					
Hours and Rate subject ot change depending on pandemic funding					

Deanne GALLEGOS 8664 9096
300 hr. @ 30.32

PERSONNEL - COMMUNICATIONS LIAISON					
	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Anthony EDWARDS					
Salary	36,972	40,669	44,269	77,742	81,629
Social Security	2,828	3,111	3,387	5,947	6,245
Health Insurance	0	0	0	0	0
Retirement	1,109	1,220	1,328	2,332	2,449
Unemployment	148	163	177	311	327
TOTAL	41,057	45,163	49,161	86,332	90,649
1820 Hours					

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - SOCIAL SERVICES TECHNICIAN

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Krissy Rhoades					
Salary	34,380	39,130	39,130	40,950	45,500
Social Security	2,630	2,993	2,993	3,133	3481
Health Insurance	14,457	15,900	15,900	16,250	17500
Retirement	1,031	1,174	1,174	1,229	1365
Unemployment	138	157	157	164	182
TOTAL	52,636	59,354	59,354	61,725	68027.75
1820 hrs. @ 25.00					

PERSONNEL - CORONER

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Keri METZLER					
Salary	13663	13663	13663	14935	14935
Social Security	1,045	1,045	1,045	1,143	1,143
Retirement	410	410	410	448	448
TOTAL	15,118	15,118	15,118	16,526	16,526

PERSONNEL - SURVEYOR

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 4
Kenny SCHAAF					
Salary	1518	1518	1518	1659	1659

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - PUBLIC HEALTH

	Budget 2020	Budget 2021	Budget 2022	Budget 2023
Becky JOYCE				
Salary	52,335.92	72,800.00	72,800.00	72,800.00
Social Security	4,003.70	5,569.20	5,569.20	5,569.20
Health Insurance	14,457.00	15,900.00	15,900.00	16,250.00
Retirement	1,570.08	2,184.00	2,184.00	2,184.00
Unemployment	209.34	291.20	291.20	291.20
Sub-total	72,576.04	96,744.40	96,744.40	97,094.40
40 hours/week				
Amie Biccchi				
Salary	31,200.00	31,200.00	35,880.00	43,115.80
Social Security	2,386.80	2,386.80	2,744.82	3,298.36
Health Insurance	14,457.00	15,900.00	15,900.00	16,250.00
Retirement	936.00	936.00	1,076.40	1,293.47
Unemployment	124.80	124.80	143.52	172.46
Sub-total	49,104.60	50,547.60	55,744.74	64,130.10
1820 Hours @ \$25.00				
Jim DONOVAN EPR Grant				
Salary	36,400.00	36,400.00	36,400.00	36,400.00
Social Security	2,784.60	2,784.60	2,784.60	2,784.60
Health Insurance	4,770.00	4,770.00	7,950.00	8,125.00
Retirement	1,092.00	1,092.00	1,092.00	1,092.00
Unemployment	145.60	145.60	145.60	145.60
	-	-	-	-
	-	-	-	-
Sub-total	45,192.20	45,192.20	48,372.20	48,547.20
1040 Hours @ \$35.00				
Rob Gardiner				
Salary				15,600.00
Social Security				1,193.40
Health Insurance				-
Retirement				468.00
Unemployment				62.40
Sub-total	-	-	-	17,323.80
520 Hours @ \$31.50				
Total	184,667.49	213,272.76	221,649.90	227,095.50

Other

All Hours and Rates are subject to Pandemic Funding

132,233.00

359,328.50

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - TREASURER

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Deanna JARAMILLO					
Salary	60,449	60,449	60,449	66,077	66,077
Social Security	4,624	4,624	4,624	5,055	5,055
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	1,813	1,813	1,813	1,982	1,982
Sub-total	81,344	82,787	82,787	89,364	90,614
Unknown					
Salary	8,000	8,000	8,000	4,200	6,500
Social Security	612	612	612	321	497
Health Insurance	3,181	3,498	3,498	1,788	0
Retirement	240	240	240	126	195
Unemployment	32	32	32	17	26
Sub-total	12,065	12,382	12,382	6,452	7,218
TOTAL	93,408	95,169	95,169	95,816	97,832
* = 260 hours @ 25.00					

PERSONNEL - ASSESSOR

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Kim BUCK					
Salary	60,449	60,449	60,449	66,077	66,077
Social Security	4,624	4,624	4,624	5,055	5,055
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	1,813	1,813	1,813	1,982	1,982
Sub-total	81,344	82,787	82,787	89,364	88,632
Unknown					
Salary*	14,400	16,000	16,000	4,200	9,375
Social Security	1,102	1,224	1,224	321	717
Health Insurance	5,280	6,361	6,996	1,788	0
Retirement	432	480	480	126	281
Unemployment	58	64	64	17	38
Sub-total	21,271	24,129	24,764	6,452	10,411
TOTAL	102,615	106,916	107,551	95,816	99,043
* = 375 hours @ 25.00					

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - CLERK & RECORDER

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Ladonna JARAMILLO					
Salary	60,449	60,449	60,449	66,077	66,077
Social Security	4,624	4,624	4,624	5,055	5,055
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	1,813	1,813	1,813	1,982	1,982
Sub-total	81,344	82,787	82,787	89,364	90,614
Linsley SWEET					
Salary*	17,680	22,750	26,000	29,820	40,040
Social Security	1,353	1,740	1,989	2,281	3,063
Health Insurance	0	0	0	12,675	2,400
Retirement	530	683	780	895	1,201
Unemployment	71	91	104	119	160
Sub-total	19,634	25,264	28,873	45,790	46,864
TOTAL	100,977	108,051	111,660	135,154	137,479
* = 1820 hours @ 22.00					

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - SHERIFF					
	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Sheriff - Bruce CONRAD					
Salary	67,764	67,764	67,764	74,072	74,072
Social Security	5,184	5,184	5,184	5,667	5,667
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	2,033	2,033	2,033	2,222	2,222
Sub-total	89,438	90,881	90,881	98,211	99,461
Undersheriff - Steve LOWRANCE					
Salary	62,501	62,501	62,501	64,376	67,595
Social Security	4,781	4,781	4,781	4,925	5,171
Health Insurance	14,457	15,900	15,900	16,250	17,500
Retirement	1,875	1,875	1,875	1,931	2,028
Unemployment	250	250	250	258	270
Sub-total	83,864	85,307	85,307	87,740	92,564
Deputy - Abigail ARMISTEAD					
Salary	45,442	53,096	53,096	55,751	58,539
Social Security	3,476	4,062	4,062	4,265	4,478
Health Insurance	10,843	15,900	15,900	16,250	17,500
Retirement	1,363	1,593	1,593	1,673	1,756
Unemployment	182	212	212	223	234
Sub-total	61,306	74,863	74,863	78,161	82,508
Deputy - Adam Clifford					
Salary	40,898	53,096	53,096	55,751	58,539
Social Security	3,129	4,062	4,062	4,265	4,478
Health Insurance	8,433	15,900	15,900	16,250	17,500
Retirement	1,227	1,593	1,593	1,673	1,756
Unemployment	164	212	212	223	234
Sub-total	53,850	74,863	74,863	78,161	82,508
Deputy - Unknown					
Salary	40,898	53,096	53,096	55,751	55,751
Social Security	3,129	4,062	4,062	4,265	4,265
Health Insurance	8,433	15,900	15,900	16,250	17,500
Retirement	1,227	1,593	1,593	1,673	1,673
Unemployment	164	212	212	223	223
Sub-total	53,850	74,863	74,863	78,161	79,411
Reserves - Unknown					
Salary	15,000	15,000	15,000	15,000	15,000
Social Security	1,148	1,148	1,148	1,148	1,148
Health Insurance	0	0	0	0	0
Retirement	0	0	0	0	0
Unemployment	60	60	60	60	60
Sub-total	16,208	16,208	16,208	16,208	16,208
Office Administrator Amie Bicocchi **					
Salary	9,450	9,450	5,980	6,159	6,500
Social Security	723	723	457	471	497
Health Insurance	0	0	0	0	0
Retirement	284	284	179	185	195
Unemployment	38	38	24	25	26
Sub-total	10,494	10,494	6,641	6,840	7,218
Back Country Officer*					
Salary	20,000	24,499	24,499	25,724	27,010
Social Security	1,530	1,874	1,874	1,968	2,066
Health Insurance	0	0	0	0	0
Retirement	0	0	0	0	0
Unemployment	80	98	98	103	108
Sub-total	21,610	26,471	26,471	27,795	29,185
TOTAL	336,770	379,088	375,234	393,115	489,062

**= 260 hours @ 25.00

*= 520 hours @ 25.00

John Jacobs Reserve/Alpine Ranger \$27.60/Hour

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - CUSTODIAN

	Budget 2020	Budget 2021	Budget 2022	Budget 2023
Becky RHOADES				
Salary	19,547	20,000	20,000	21,000
Social Security	1,495	1,530	1,530	1,607
Unemployment	20	8	8	8
Retirement	3	600	600	630
TOTAL	21,065	22,138	22,138	23,245

1000 hours @ 22.50

**2024 PROPOSED BUDGET
SAN JUAN COUNTY, COLORADO**

PERSONNEL - ROAD & BRIDGE

	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024
Louis GIRODO					
Salary	74,381.39	74,381	74,381.39	76,612.83	80,443.47
Social Security	5,690.18	5,690	5,690.18	5,860.88	6,153.93
Health Insurance	14,457.00	15,900	15,900.00	15,900.00	17,500.00
Retirement	2,231.44	2,231	2,231.44	2,298.38	2,413.30
Unemployment	297.53	298	297.53	306.45	321.77
Sub-total	97,057.53	98,500.53	98,501	100,978.55	106,832.47
Rusty MELCHER					
Salary	58,723.85	58,724	58,723.85	60,485.57	63,509.85
Social Security	4,492.37	4,492	4,492.37	4,627.15	4,858.50
Health Insurance	3,000.00	3,000	3,000.00	3,000.00	17,500.00
Retirement	1,761.72	1,762	1,761.72	1,814.57	1,905.30
Unemployment	234.90	235	234.90	241.94	254.04
Sub-total	68,213	68,213	68,213	70,169.23	88,027.69
Mathew ZIMMERMAN					
Salary	0.00	0	52,000.00	53,560.00	56,238.00
Social Security	0.00	0	3,978.00	4,097.34	4,302.21
Health Insurance	0.00	0	15,900.00	16,250.00	17,500.00
Retirement	0.00	0	1,560.00	1,606.80	1,687.14
Unemployment	0.00	0	208.00	214.24	224.95
Sub-total	0.00	0.00	73,646	75,728.38	79,952.30
Unknown					
Salary	0.00	0	52,000.00	53,560.00	56,238.00
Social Security	0.00	0	3,978.00	4,097.34	4,302.21
Health Insurance	0.00	0	15,900.00	16,250.00	17,500.00
Retirement	0.00	0	1,560.00	1,606.80	1,687.14
Unemployment	0.00	0	208.00	214.24	224.95
Sub-total	0.00	0.00	73,646	75,728.38	79,952.30
OVERTIME PAY	5,000.00	5,000.00	5,000	5,000.00	5,000.00
TOTAL	247,041	249,927	323,573	332,310	359,765