

**SAN JUAN COUNTY, COLORADO BOARD OF COMMISSIONERS
TOWN OF SILVERTON BOARD OF TRUSTEES
MEETING AGENDA**

May 22, 2024

CALL TO ORDER: 6:30 P.M.
BOCC Meeting Minutes for May 8, 2024

APPOINTMENTS

6:35 P.M Kristy Cunningham-Veterans Service Officer
7:00 P.M. Jim Donovan - Emergency Mutual Aid and Assistance Agreement for
Local Colorado Public Health Agencies

Correspondence:

May Sales Tax Report
Miners Hospital Building Heat System
Public Comment
Commissioner and Staff Reports
Other

Executive Session: For the purposes of considering the possible acquisition of real property and possible formal action related thereto following executive session, consistent with CRS 24-6-402(4)(a) and (e). A recording of the executive session shall be kept for 90 days.

SH Environmental Consulting LLC – Phase I Environmental Site Assessment

Adjourn

Times listed above are approximate.

Discussion of an agenda item may occur before or after the assigned time.

Next Regular Meeting – June 12, 2024 8:30 A.M.

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/watch?v=sanjuancountvcolorado_streams

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, MAY 8, 2024
AT 8:30 A.M.

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

Payment of Bills: Commissioner Maisel moved to authorize payment of the warrants as presented. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Minutes: Commissioner Fetchenhier moved to approve the minutes of April 24, 2024, with a typo corrected in the 7th paragraph. Commissioner Maisel seconded the motion. The motion passed unanimous.

The Treasurer's monthly report was presented to the Commissioners for their review.

A request was received from A Theatre Group for use of the Courthouse. It was the consensus of the Commissioners to allow the use as requested.

SB 24-213 concerning vacation rentals was discussed. The Bill has been tabled indefinitely. It is likely that it will be reintroduced in the next session.

Social Services Director Martha Johnson and Krissy Rhoades were present to provide the Commissioners with an update.

Commissioner Fetchenhier moved to approve Transmittal #3 in the amount of \$9,197.01. Commissioner Maisel seconded the motion. The motion passed unanimously.

A Public Hearing was held to receive public comment concerning the Improvement Permit Sketch Plan for Kirk Huff and Teri Alexander to construct a residential cabin, a gravel driveway with a bridge over Cunningham Creek, and associated utility improvements on the Winnemucca Mill Site MS #563B. Upon completion of the public hearing Commissioner Maisel moved to approve the Improvement Permit Sketch Plan application with the conditions recommended by staff and the San Juan County Regional Planning Commission (listed below). Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. All improvements to the Winnemucca Mill Site MS #563B shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation, all permits issued, and all applicable State and Federal rules and regulations including the Army Corps of Engineers Wetland Regulations.
3. The applicant shall fully and completely comply with the San Juan County Zoning and Land Use Regulation 4-110 Design and Development Standards for all Improvement and Use Permits.

4. That the proposed improvements are identified and staked on site by a Colorado Licensed Surveyor.
5. That a cumulative impact report be completed prior to the Preliminary/Final review.
6. That the applicant be placed on the Town of Silverton's Utility billing system for refuse.
7. The failure to comply with these conditions shall be grounds for the revocation of this Improvement Permit.

Commissioner Maisel moved to approve the request for a vacation rental on the Winnemucca Mill Site with the conditions as recommended by staff and the San Juan Regional Planning Commission (listed below).

Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. That adequate emergency communications are provided on site.
3. That sufficient off-street parking be designated on the property and that parking on CR 2 be prohibited.
4. That the applicant acknowledges that CR 2 may not be maintained during times of hazardous winter and avalanche dangers.
5. That the vacation rental is only operated from May 1st through October 31st of each year.
6. The applicant agrees to indemnify and hold harmless the County, its Commissioners, officers, administrators, employees, representatives, and emergency personnel, for any claims and/or damages related to the leasing, usage and operation of the vacation rental.
7. That the applicant obtains a sales tax license from the Colorado Department of Revenue and collects sales tax and lodging tax as required.
8. That the applicant submits a renewal application annually providing the number and dates that the Vacation Rental was occupied.
9. Proof of insurance to operate a vacation rental is provided.
10. That the applicant fully and completely understands that in addition to applicability of the provisions of the San Juan County Zoning and Land Use Regulations, the County may deny renewal or revoke the Special Use Permit based upon a failure to comply with any conditions, a failure to adequately demonstrate the ability to comply in the future, and/or high levels of risk to the public based upon continued similar use. Together with any other relevant evidence of high levels of risk, the County may consider past incidents, expert opinions, and recommendations of emergency services personnel.

A Public Hearing was held to receive comment concerning the Improvement Permit Sketch Plan application submitted by Thomas and Jacqueline BonAnno to construct a cabin, gravel driveway, septic system, water storage tank and associated utility improvements on the Tennessee Lode MS 5985. Land

Use Administrator Tookey informed the Commissioners that Section 1-107.1 of Zoning and Land Use Regulations requires that if an applicant has an existing residential property in the Mountain Zone the application must be reviewed using the criteria of the subdivision regulations in Chapter 7 or PUD Regulations. The applicant has a single-family dwelling on the adjoining Eastern Star Lode. Commissioner Maisel disclosed that he had previously done driveway work for Mr. BoNanno on the adjacent Eastern Star Lode. Upon completion of the Public Hearing Commissioner Maisel moved to approve the Improvement Permit Sketch Plan with the conditions as recommended by staff and the San Juan Regional Planning Commission and County Commissioners (listed below). Commissioner Lashley seconded the motion. The motion passed with Commissioners Maisel and Ashley voting yes and Commissioner Fetchenhier voting no.

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. That an expert determination be made that the proposed improvements are located outside of the Alpine Tundra Ecosystem.
3. All improvements to the Tennessee Lode shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation, all permits issued, and all applicable State and Federal rules and regulations.
4. The applicant shall fully and completely comply with the San Juan County Zoning and Land Use Regulation 4-110 Design and Development Standards for all Improvement and Use Permits.
5. That the Land Use Administrator visits the site prior to Preliminary/Final review.
6. That the Tennessee Lode MS #5985 and the Double Sampson Lode MS #15355 be consolidated into one parcel.
7. That the proposed improvements are identified and staked on site by a Colorado Licensed Surveyor.
8. That the applicant be placed on the Town of Silverton's Utility billing system for water and refuse.
9. That story poles be located on the site defining the corners and maximum height of the proposed cabin and that the results be included in the Scenic Quality Report.
10. The failure to comply with these conditions shall be grounds for revocation of this Improvement Permit

Commissioner Maisel moved to grant a variance to the minimum 50' setback as required by 7-115.4 of the Subdivision regulations and allow for a minimum 20' setback as required by 1-113.1(c). Commissioner Lashley seconded the motion. The motion passed with Commissioners Maisel and Ashley voting yes and Commissioner Fetchenhier voting no.

Shawn Brill of Bighorn Consulting Engineers provided the Commissioners with 3 alternatives for heating the Hospital Building. It was the consensus of the Commissioners to consider the alternatives before determining which option to pursue.

Anthony Edwards was present to encourage the Commissioners to attend the Thursday meeting with the Attorney General.

Having no further business, the meeting was adjourned at 12:40 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk

**Emergency Mutual Aid and Assistance Agreement
for
Local Colorado Public Health Agencies**

This Emergency Mutual Aid and Assistance Agreement (“Agreement”) is made and entered into by and between each local Colorado public health agency that adopts and signs this Agreement.

Recitals

1. The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716, C.R.S. (the “CDEA”), was established for the purposes stated in § 24-33.5-702, C.R.S. Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.
2. The Colorado Board of Health (the “Board”) adopted rules and regulations (the “Board Regulations”) pertaining to preparations for a disaster, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2 of the Board Regulations, 6 CCR 1009-5, at Regulation 1, requires each county and local public health agency in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and local public health agencies that obligates the county or local public health agency to render aid and assistance during a disaster, unless the county or local public health agency needs to withhold resources necessary to provide reasonable protection within its own jurisdiction.
3. In keeping with the purposes of the CDEA as stated in § 24-33.5-702, C.R.S. and Regulation 1. of the Board Regulations, this Agreement is intended to:
 - a. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster;
 - b. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;
 - c. Provide for the rapid identification of potential public health threats created by a disaster; and
 - d. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster.
4. Under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of the county and local public health agencies to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.
5. In addition to the state of Colorado, the Federal Emergency Management Agency (“FEMA”) has recognized the importance of local governments coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

6. The local public health agencies which have chosen to become Parties to this Agreement wish to provide mutual aid and assistance among themselves pursuant to the terms and conditions of this Agreement in the event of a local or State disaster that is unofficially or officially declared as a disaster emergency pursuant to applicable law.

Now, therefore, based on the foregoing recitals, and in consideration of the mutual agreements contained herein, and subject to the terms and conditions stated herein, the undersigned Parties agree as follows:

Section I. Definitions

1. As used in this agreement, the following terms have the meanings stated below.
 - a. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the public health impacts of a disaster.
 - b. "Authorized representative" means a Party's employee or agent who has been authorized in writing by that Party to request or to offer to provide aid and assistance under the terms of this Agreement. The list of authorized representatives for each Party signing this Agreement shall be attached to the executed copy of this Agreement. Any change by a Party to its list of designated authorized representatives shall be made by giving written notice of such change pursuant to the Colorado Department of Public Health and Environment ("CDPHE") Office of Emergency Preparedness and Response, as set forth in section XIX(2) below.
 - c. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, pandemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.
 - d. "Local agency" means an agent, department, or entity affiliated with the Requesting Party, as defined below.
 - e. "Party" means a governmental entity, including but not limited to, a local public health agency, which has adopted and signed this Agreement.
 - f. "Provider" means a Party that has agreed to provide aid and assistance under the terms of this Agreement.
 - g. "Recipient" means a Party that has agreed to accept all or part of the aid and assistance offered by a Provider under the terms of this Agreement.

- h. “Requesting Party” means a Party that has requested aid and assistance under the terms of this Agreement.
- i. “Solicited Party” means a Party that has received a request for aid and assistance under the terms of this Agreement.

Section II. Conditional obligation to provide aid and assistance; no right of action for third Parties

1. This is a reciprocal agreement. Each Party understands and agrees it may be requested by another Party to be a Provider. It is also mutually understood and agreed that each Party's foremost responsibility is to the persons within its own jurisdictional boundaries. Accordingly, the provisions of this Agreement shall not be construed to impose an unconditional obligation on any Solicited Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Solicited Party may inform the Requesting Party that it is unable to provide all or any part of the aid and assistance requested.
2. Given the finite resources of any Party and the potential for each Party to be unavailable to provide aid and assistance at a given point in time, the Parties may enlist other entities in mutual aid and assistance efforts. Notwithstanding such circumstances, the Parties recognize that there are meritorious reasons for entering into this Agreement, and the Parties shall attempt to provide aid and assistance in accordance with the terms of this Agreement to the fullest extent possible.
3. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific person. Accordingly, this Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person not a Party to this Agreement, and any such person shall have no right of action under this Agreement for any cause whatsoever.

Section III. Procedures for requesting aid and assistance

1. Whenever the terms “Provider,” “Recipient,” “Requesting Party,” or “Solicited Party” are used in this Agreement, the reference shall include any of that Party's authorized representatives.
2. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Requesting Party. When the Requesting Party becomes affected by a disaster and deems its resources inadequate for a required response, it may request aid and assistance from other Parties to this Agreement. All requests for aid and assistance shall be made and transmitted as section IV below.
3. All requests for aid and assistance shall initially be made verbally to the Solicited Party, to be followed by a written request through the appropriate

electronic system, meaning via the most efficient and practicable means of electronic transmission available at the time.

4. The Recipient shall be responsible for coordinating with the Local Agency within the Recipient's jurisdictional boundaries. Any requests for State and/or Federal assistance are separate and apart from aid and assistance rendered under the terms of this Agreement. Any requests made outside of the mutual aid request are the responsibility of the Recipient.

Section IV. Solicited Party's assessment of available resources and ability to render aid and assistance

1. When contacted by a Requesting Party/Local Agency, the Solicited Party shall assess its own local situation in order to determine the availability of its personnel, equipment, and other resources to provide aid and assistance. If the Solicited Party determines it has available resources to provide aid and assistance, it shall so notify the Requesting Party promptly and through the most efficient and practical means of transmission available at the time, but in no event more than twenty-four (24) hours after its receipt of the request. Such notice shall be given by completing and delivering to the Requesting Party, by the most efficient and practical means of transmission available at the time, a written or verbal acknowledgment, to be followed up in writing as soon as reasonably feasible.
2. When a request for aid and assistance has been submitted to a Local Agency acting on behalf of a Requesting Party, the Local Agency shall use the most efficient and practical means of transmission available at the time to forward the Provider's written or verbal acknowledgment of the aid and assistance to be rendered, to the Requesting Party. After which the Local Agency shall follow up by sending any verbal acknowledgment to the Requesting Party in writing, as soon as reasonably feasible. The Local Agency shall forward the Provider's acknowledgment to the Requesting Party promptly, by the most efficient and practical means of transmission available at the time, but in no event more than twenty-four (24) hours after its receipt from the Provider.
3. If a Solicited Party determines in good faith that it does not have resources available to satisfy a request for aid and assistance, the Solicited Party shall complete a written acknowledgment along with a verbal acknowledgment, whether on the request form received from the Requesting Party or on another form, notifying the Requesting Party of its rejection of the request for aid and assistance. Such notice shall include a detailed explanation of the reasons why the Solicited Party must reject the request for aid and assistance. Such notice shall be promptly delivered to the Requesting Party by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after the Solicited Party's receipt of the request.

Section V. Supervision and control

1. A Provider shall designate supervisory personnel among its employees sent to render aid and assistance to a Recipient. As soon as practicable, the Recipient shall assign work tasks to the Provider's supervisory personnel, and unless otherwise mutually agreed to in writing, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. The Recipient shall provide necessary credentials to the Provider's personnel, as authorized by law, authorizing them to operate at the request of the Recipient.
2. Direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units. If this is not possible, the Provider shall promptly notify the Recipient of such circumstances.

Section VI. Length of time for aid and assistance; renewability; recall; demobilization

1. Unless otherwise mutually agreed to in writing, the duration of a Provider's aid and assistance shall be for an initial period of seven (7) days, beginning from the date the Provider's aid and assistance commences at the disaster site. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a supplemental period(s) of time that must be mutually agreed upon by the Provider and the Recipient.
2. The Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide aid and assistance to persons within its jurisdictional boundaries if circumstances so warrant. The Provider shall make a good faith effort to give at least twenty- four (24) hours advance written notice to the Recipient of the Provider's intent to recall its aid and assistance. If such notice is not practicable, the Provider shall give the Recipient as much advance written notice as is reasonable under the circumstances.
3. After the mutually agreed upon time, the Provider's aid and assistance will demobilize. The coordination and demobilization process will follow the current demobilization policies and procedures as defined by the Provider and Recipient.

Section VII. Reimbursements

1. After the specified allotted time set forth in Section VI, the Recipient shall reimburse the Provider for all costs and expenses incurred. After this allotted time, except as otherwise provided below, a Recipient shall pay to the Provider all costs and expenses identified in this Section VII, evidenced in writing and incurred by the Provider in furnishing aid and assistance to the Recipient.

2. An invoice for reimbursement of costs and expenses for aid and assistance furnished under this Agreement shall be submitted by the Provider to the Recipient as soon as practicable after the costs and expenses are incurred, but no later than sixty (60) days after the period of aid and assistance terminates; provided, however, if the deadline for identifying damage is extended in accordance with 44 CFR Part 206, the request must be submitted no later than sixty (60) days after such extended deadline for identifying damage. The Recipient shall pay the invoice and/or advise of any disputed items no later than sixty (60) days following the billing date. These time frames may be modified in writing.

Section VIII. Rights and privileges of provider's employees

1. A Provider's employees who are rendering aid and assistance pursuant to this Agreement shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdictional limits of the Provider, except as may be limited by law.

Section IX. Provider's employees covered at all times by provider's workers' compensation policy

1. A Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees under the terms of this Agreement due to personal injury or death occurring at any time such employees are engaged in rendering aid and assistance under this Agreement. The Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only, and the Recipient will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only.

Section X. Immunity

1. The Parties to this Agreement are all governmental entities providing governmental services under this Agreement and do not intend to waive their governmental immunity by entering into this Agreement or performing under its terms. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act, §§ 24-10-101 through 24-10-120, C.R.S., and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third Party.

Section XI. Liability

1. Each Party to this Agreement shall be an independent contractor, and no Party, nor such Party's officers, employees, or agents shall be deemed to be an agent of any other Party. Except as otherwise specifically provided herein, each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury, or death which may result or occur as

a consequence, directly or indirectly, of any performance under this Agreement. Each Party is responsible for its own negligence and that of its own officers, employees, and agents to the extent provided in the Colorado Governmental Immunity Act ("CGIA") and § 24-33.5-711.5, C.R.S. As stated in section X above, nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the CGIA and at § 24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third Party.

Section XII. Performance subject to annual appropriation

1. The performance of any obligations under this Agreement is expressly subject to the annual appropriation of sufficient funds by each Party's respective governing body to enable such Party to respond to requests for aid and assistance made under this Agreement.
2. The obligations of each Party under this Agreement, or any extension, renewal, or amendment thereof, shall extend only to monies appropriated each fiscal year for the purposes of this Agreement by such Party's governing body, paid into that Party's treasury, and encumbered for the purposes of this Agreement. The Parties acknowledge that (i) no Party by this Agreement pledges present cash reserves for payment or performance in the current or future fiscal years, and (ii) this Agreement does not create, nor is it intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any Party.

Section XIII. Initial duration of agreement; renewal; termination

1. This Agreement shall be binding on each Party for not less than one (1) year from its effective date unless a Party withdraws from the Agreement upon at least sixty (60) days advance written notice as to the CDPHE address in section XIX(2) below. Thereafter, this Agreement shall continue to be binding on each Party in subsequent years, unless a Party withdraws from the Agreement by written notice to all Parties to this Agreement. Such withdrawal shall not be effective until sixty (60) days after notice thereof has been given by the withdrawing Party to all other Parties. A Party's withdrawal from this Agreement shall not affect a Party's reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement before the effective date of withdrawal. Once the withdrawal is effective, the withdrawing Party shall no longer be a Party to this Agreement, but this Agreement shall continue to exist among the remaining Parties.

Section XIV. Amendments

1. This Agreement may be modified at any time upon the mutual written consent of all Parties.
2. Additional municipal, county, and local public health agencies may become Parties to this Agreement by adopting and signing this Agreement.

Section XV. Headings

1. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

Section XVI. Severability: effect on other agreements

1. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each Party declares it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's clauses, sentences, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), paragraph(s), or other part(s) invalidated.
2. In the event Parties to this Agreement have entered into other mutual aid and assistance contracts relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster, those Parties agree that to the extent a request for aid and assistance is made pursuant to this Agreement, this Agreement supersedes those previous mutual aid and assistance contracts.

Section XVII. Miscellaneous

1. This Agreement constitutes the entire Agreement of the Parties regarding the subject matter referred to in it. As such, it supersedes any and all prior oral and/or written agreements of the Parties regarding the subject matter referred to in this Agreement.
2. No Party may assign its rights or obligations under this Agreement without the prior written consent of all other Parties.
3. Except as otherwise expressly provided herein, this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors and assigns.
4. The waiver of any breach of a term of this Agreement shall not be construed as a waiver of any other term nor as a waiver of any subsequent breach of the same term.
5. The laws of the state of Colorado shall be applied in interpreting, executing, and enforcing this Agreement.
6. Any notice, request, acknowledgment, or similar communication required or permitted under this Agreement shall be transmitted by personal delivery, certified U.S. mail, overnight delivery by Federal Express or a similar delivery agent, facsimile transmission, or e-mail transmission to each appropriate Party

at the address, facsimile number, or e-mail address given in the signature block to this Agreement. Any Party may from time to time designate by written notice a substitute address, phone number, or e-mail address for such purposes.

7. Each Party represents and warrants that the individual(s) signing this Agreement on its behalf is/are duly authorized to act on behalf of that Party to enter into this Agreement and to bind that Party to this Agreement and that such authority has been duly approved by that Party's governing body.
8. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

Section XVIII. Effective date

1. As to each Party, this Agreement shall take effect upon the date it duly signs this Agreement.

Section XIX. Custodian of agreement

1. The Parties to this Agreement agree that the Colorado Department of Public Health and Environment ("CDPHE") shall act as custodian of the executed original and any executed counterparts of this Agreement. The CDPHE's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original, any executed counterparts of, and any amendments to this Agreement, and providing to each Party a current list of all of the Parties to this Agreement each time a local Colorado public health agency executes this Agreement or withdraws as a Party from it. The CDPHE shall not be considered, nor shall it be a Party to this Agreement, and shall have no obligations or liability whatsoever to any of the Parties to this Agreement or any third parties, except as to the custodial duties expressly stated herein; provided, however, acting as custodian of this Agreement shall not limit or derogate from the CDPHE's obligations and duties otherwise prescribed by applicable law pertaining to disaster prevention, preparedness, response, and recovery.
2. To facilitate the CDPHE's role as custodian of this Agreement, each Party shall deliver to the CDPHE a copy of each fully executed Agreement, any executed counterpart thereof, any executed amendment thereof, and any notice of withdrawal therefrom. The CDPHE's address for delivery of any of such documents is:

**Colorado Department of Health and Environment
Office of Emergency Preparedness and Response
Attention: Amanda Hettinger
4300 Cherry Creek Drive So.
Denver, CO. 80246-1530**

In witness whereof, each of the Parties has caused this Agreement to be duly signed in its name and on its behalf by its authorized officer, who has signed with the concurrence of such Party's governing body as of the date shown below.

Name of Party: _____

By (Printed Name and Title): _____

E-mail address: _____

Address: _____

Date: _____

Approved as to form:

By (Printed Name and Title): _____

Address: _____

Counsel for _____

Date: _____

Emergency Services Sales Tax

	2019	2020	2021	2022	2023	2024	% Change	5-Year Ave.
January	22,652.17	22,081.29	35,673.96	42,007.94	38,798.45	41,271.81	5.99%	35,966.69
February	20,193.73	38,888.47	40,698.37	51,602.55	49,470.71	52,821.73	6.34%	46,696.37
March	28,148.22	30,899.33	39,142.28	64,129.75	50,505.67	54,231.68	6.87%	47,781.74
April	52,719.27	32,992.58	39,017.29	54,305.90	50,263.76	55,911.99	10.10%	46,498.30
May	32,415.46	28,328.62	53,200.16	64,390.89	66,881.55	65,309.31	-2.41%	55,622.11
June	17,201.80	20,323.77	38,209.24	36,187.24	70,348.73		48.56%	36,454.16
July	35,279.36	29,408.23	54,965.11	58,069.60	36,858.14		-57.55%	42,916.09
August	74,723.11	62,795.11	139,369.81	119,039.47	131,561.66		9.52%	105,497.83
September	126,269.99	120,650.92	164,773.79	154,524.58	198,918.58		22.32%	153,027.57
October	103,635.85	108,852.60	139,222.51	142,140.85	176,409.86		19.43%	134,052.33
November	101,380.60	107,416.93	136,598.38	133,850.03	167,528.30		20.10%	129,354.85
December	45,399.97	63,130.77	93,550.49	84,746.99	90,930.59		6.80%	75,551.76
Total	660,019.53	665,768.62	974,421.39	1,004,995.79	1,128,476.00	269,546.52	10.94%	757,424.56
	-	-	-	-				
Year to Date	156,128.85	153,190.29	207,732.06	276,437.03	255,920.14	269,546.52	5.06%	

	Town Sales Tax					2024	% Change	5-Year Ave.
	2019	2020	2021	2022	2023			
January	17,777.51	28,417.92	40,358.55	48,401.82	43,654.63	47,289.18	7.69%	41,624.42
February	26,379.98	39,259.76	45,122.36	56,934.96	49,412.31	51,782.22	4.58%	48,502.32
March	33,717.73	34,763.49	46,228.85	81,691.27	56,271.57	56,013.09	-0.46%	54,993.65
April	75,356.86	37,422.14	46,611.62	60,354.74	58,492.54	65,569.02	10.79%	53,690.01
May	32,071.64	24,839.85	60,352.89	59,047.63	65,473.02	70,454.07	7.07%	56,033.49
June	21,650.46	22,518.84	43,589.40	41,669.35	95,511.31		56.37%	44,987.87
July	50,243.72	29,239.56	74,281.24	71,269.47	44,246.65		-61.07%	53,856.13
August	105,875.94	90,106.11	190,977.70	163,532.09	185,303.71		11.75%	147,159.11
September	179,274.96	170,982.30	233,606.46	217,481.13	257,025.50		15.39%	211,674.07
October	151,774.01	155,155.28	192,817.13	193,304.52	237,546.24		18.62%	186,119.44
November	146,395.83	153,802.89	189,389.35	183,632.90	235,991.13		22.19%	181,842.42
December	64,974.75	83,368.79	129,991.56	117,612.17	125,062.82		5.96%	104,202.02
TOTAL	905,493.39	869,876.93	1,293,327.11	1,294,932.05	1,453,991.43	291,107.58	10.94%	1,016,146.51
Year to Date	185,303.72	164,703.16	238,674.27	306,430.42	273,304.07	291,107.58	6.12%	

	County Sales Tax							
	2019	2020	2021	2022	2023	2024 % Change	5yr. Average	
January	7,799.87	6,854.79	16,723.50	18,815.24	18,426.92	18,750.01	1.72%	15,914.09
February	12,885.86	22,860.78	19,987.28	25,634.49	29,745.98	32,738.05	9.14%	26,193.32
March	11,246.33	14,595.18	16,402.87	20,922.98	20,542.77	30,763.23	33.22%	20,645.41
April	8,857.05	15,280.29	15,820.09	26,540.36	21,934.71	23,895.98	8.21%	20,694.29
May	19,708.91	12,778.47	24,773.54	43,984.48	41,544.42	34,047.62	-22.02%	31,425.71
June	5,827.74	9,946.40	17,549.36	10,146.13	17,053.96		40.51%	12,104.72
July	6,206.92	17,737.22	13,668.65	21,647.93	14,730.22		-46.96%	14,798.19
August	13,486.95	10,921.79	32,028.49	26,943.45	25,208.63		-6.88%	21,717.86
September	22,429.05	21,745.79	30,048.75	29,774.28	61,264.92		51.40%	33,052.56
October	13,774.16	18,726.14	29,953.36	34,135.62	44,727.88		23.68%	28,263.43
November	15,070.58	17,785.19	29,182.27	30,541.07	32,071.57		4.77%	24,930.14
December	7,547.72	17,476.46	19,698.95	17,991.84	20,435.59		11.96%	16,630.11
Total	144,841.14	186,708.50	265,837.11	307,077.87	347,687.57	140,194.89	13.43%	250,430.44
Year to Date	60,498.02	72,369.51	93,707.28	135,897.55	132,194.80	140,194.89	5.71%	

Lodging Tax Revenue

	2019	2020	2021	2022	2023	2024	% Change	5 yr. Average
January	885.93	3,729.44	543.94	1,034.65	8,688.65	866.92	-90.02%	2,972.72
February	10,816.00	14,088.47	20,282.97	17,982.00	21,651.33	21,463.00	-0.87%	19,093.55
March	145.07	454.00	660.00	11,775.69	5,698.15	209.00	-96.33%	3,759.37
April	33.00	-	1,489.56	1,091.00	68.78	729.34	960.40%	675.74
May	17,612.98	14,069.00	30,651.70	31,766.09	30,512.00	37,272.00	-4.11%	24,922.35
June	952.07	300.40	1,007.32	1,525.85	3,654.58		58.25%	1,488.04
July	170.21	573.00	11,854.90	2,241.00	663.85		-237.58%	3,100.59
August	14,372.43	13,978.56	57,659.81	31,076.00	26,017.87		-19.44%	28,620.93
September	2,738.12	139.00	248.50	718.26	1,596.58		55.01%	1,088.09
October	2,848.73	780.48	1,346.59	1,473.79	683.55		-115.61%	1,426.63
November	47,263.00	58,396.70	76,493.41	71,800.28	70,496.20		-1.85%	64,889.92
December	1,790.37	1,918.52	3,364.85	2,534.04	2,331.79		-8.67%	2,387.91
Total	\$ 99,627.91	\$ 108,427.57	\$ 205,603.55	\$ 175,018.65	\$ 172,063.33	\$ 60,540.26	-1.72%	152,148.20

2024 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	39,253.29	8,035.89	47,289.18	9,389.16	9,360.85	18,750.01	30,399.55	10,872.26	41,271.81
February	43,820.17	7,962.05	51,782.22	22,621.49	10,116.56	32,738.05	41,523.34	11,298.39	52,821.73
March	47,226.41	8,786.68	56,013.09	23,242.43	7,520.80	30,763.23	44,040.16	10,191.52	54,231.68
April	57,660.52	7,908.51	65,569.03	14,986.22	8,909.76	23,895.98	45,401.26	10,510.73	55,911.99
May	60,436.59	10,017.48	70,454.07	24,263.99	9,783.63	34,047.62	52,934.42	12,374.89	65,309.31
June			-			-			-
July			-			-			-
August			-			-			-
September			-			-			-
October			-			-			-
November			-			-			-
December			-			-			-
Total	248,396.98	42,710.61	291,107.59	94,503.29	45,691.60	140,194.89	214,298.73	55,247.79	269,546.52

Remote Town Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	226.94	2,665.41	7,137.41	18,727.85	6,501.09	8,786.68
February	49,386.28	5,252.72	6,744.78	7,164.49	9,212.54	7,908.51
March	894.21	4,049.16	10,221.18	9,734.40	10,861.19	10,017.48
April	852.39	5,391.71	6,870.33	7,026.64	13,421.87	
May	2,696.78	4,983.35	9,701.78	7,962.66	10,946.74	
June	3,444.00	7,827.11	13,826.19	17,869.99	11,026.74	
July	2,981.52	11,801.24	16,736.42	14,542.52	17,609.67	
August	2,652.50	12,441.45	14,756.06	12,933.86	17,151.81	
September	2,286.57	10,544.18	12,717.24	10,280.87	19,902.65	
October	2,018.43	8,487.00	27,347.76	17,708.75	12,234.15	
November	2,827.77	5,994.61	9,195.92	7,803.27	8,035.89	
December	4,688.76	7,310.95	12,788.01	8,628.52	7,962.05	
TOTAL	74,956.15	86,748.89	148,043.08	140,383.82	144,866.39	26,712.67
YTD	50,507.43	11,967.29	24,103.37	35,626.74	26,574.82	26,712.67

Remote Emergency Services Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	167.86	4,051.74	6,735.19	15,300.16	8,540.81	10,191.52
February	30,969.48	6,049.12	6,019.09	7,896.61	9,898.07	10,510.73
March	809.27	4,560.71	9,322.30	18,724.25	11,995.67	12,374.89
April	628.71	5,443.90	7,699.31	7,612.23	12,796.80	
May	1,892.28	4,857.16	9,945.76	8,646.96	11,014.56	
June	2,570.26	6,471.47	13,577.53	15,552.84	12,673.34	
July	2,405.48	10,111.26	15,600.53	12,826.79	18,240.81	
August	3,702.92	10,307.22	13,290.24	11,943.37	17,832.36	
September	2,075.54	9,243.47	11,926.06	10,941.10	18,060.82	
October	1,780.63	7,604.14	20,488.41	15,185.16	12,416.81	
November	2,348.89	5,585.20	10,295.36	9,707.69	10,872.26	
December	8,712.17	7,274.58	12,263.74	10,394.20	11,298.39	
TOTAL	58,063.49	81,559.97	137,163.52	144,731.36	155,640.70	33,077.14
YTD	31,946.61	14,661.57	22,076.58	41,921.02	30,434.55	33,077.14

Remote County Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	41.21	3,806.85	3,628.40	5,753.99	7,165.10	7,520.80
February	84.44	4,410.17	2,876.38	5,470.91	6,625.40	8,909.76
March	398.52	3,236.13	4,696.12	20,226.35	8,333.13	9,783.63
April	151.91	3,304.40	5,449.37	3,221.41	7,054.33	
May	325.95	2,775.50	6,212.46	5,873.38	6,677.71	
June	661.74	2,510.43	7,899.27	7,016.18	9,251.92	
July	861.00	4,350.51	8,226.05	5,981.69	11,577.52	
August	1,050.42	4,023.33	6,509.70	6,176.77	11,381.82	
September	1,028.90	4,221.36	6,365.70	7,226.03	8,996.53	
October	825.95	3,659.87	5,435.83	6,589.09	7,634.04	
November	924.35	2,933.00	7,277.72	7,730.04	9,360.85	
December	9,228.08	4,317.03	6,835.25	8,003.28	10,116.56	
TOTAL	15,582.47	43,548.58	71,412.25	89,269.12	104,174.91	26,214.19
YTD	524.17	11,453.15	11,200.90	31,451.25	22,123.63	26,214.19

Total Remote Sales Tax - Month Collected						
	2019	2020	2021	2022	2023	2024
January	436.01	10,524.00	17,501.00	39,782.00	22,207.00	26,499.00
February	80,440.20	15,712.01	15,640.25	20,532.01	25,736.01	27,329.00
March	2,102.00	11,846.00	24,239.60	48,685.00	31,189.99	32,176.00
April	1,633.01	14,140.01	20,019.01	17,860.28	33,273.00	-
May	4,915.01	12,616.01	25,860.00	22,483.00	28,639.01	-
June	6,676.00	16,809.01	35,302.99	40,439.01	32,952.00	-
July	6,248.00	26,263.01	40,563.00	33,351.00	47,428.00	-
August	7,405.84	26,772.00	34,556.00	31,054.00	46,365.99	-
September	5,391.01	24,009.01	31,009.00	28,448.00	46,960.00	-
October	4,625.01	19,751.01	53,272.00	39,483.00	32,285.00	-
November	6,101.01	14,512.81	26,769.00	25,241.00	28,269.00	-
December	22,629.01	18,902.56	31,887.00	27,026.00	29,377.00	-
TOTAL	148,602.11	211,857.44	356,618.85	374,384.30	404,682.00	86,004.00
YTD	82,978.21	38,082.01	57,380.85	108,999.01	79,133.00	86,004.00
5 YEAR TOTAL	1,496,144.70					

Town Sales Tax (month collected)																						
	2018	2019		Total	2020		Total	2021		Total	2022		Total	2023		Total	2024		% Change	5-Year Ave		
	Local	Remote	Local		Remote	Local		Remote	Local		Remote	Local		Remote	Local		Remote	Local			Remote	
January	23,836.90	33,491.06	226.94	33,718.00	32,098.08	2,665.41	34,763.49	39,091.44	7,137.41	46,228.85	62,963.42	18,727.85	81,691.27	49,770.48	6,501.09	56,271.57	47,226.41	8,786.68	56,013.09	(0.00)	54,993.65	
February	24,868.07	25,970.59	49,386.28	75,356.87	32,169.42	5,252.72	37,422.14	39,866.84	6,744.78	46,611.62	53,190.25	7,164.49	60,354.74	49,280.00	9,212.54	58,492.54	57,660.52	7,908.51	65,569.03	0.11	53,690.01	
March	21,945.84	31,177.43	894.21	32,071.64	20,790.69	4,049.16	24,839.85	50,131.71	10,221.18	60,352.89	49,313.23	9,734.40	59,047.63	54,611.83	10,861.19	65,473.02	60,436.59	10,017.48	70,454.07	0.07	56,033.49	
April	17,527.63	20,798.07	852.39	21,650.46	17,127.14	5,391.71	22,518.85	36,719.07	6,870.33	43,589.40	34,642.71	7,026.64	41,669.35	82,089.44	13,421.87	95,511.31				1.29	44,987.87	
May	53,182.66	47,514.29	2,696.78	50,211.07	24,256.22	4,983.35	29,239.57	64,579.46	9,701.78	74,281.24	63,306.81	7,962.66	71,269.47	33,299.91	10,946.74	44,246.65				(0.38)	53,849.60	
June	80,166.62	102,431.94	3,444.00	105,875.94	82,279.01	7,827.11	90,106.12	177,151.51	13,826.19	190,977.70	145,662.10	17,869.99	163,532.09	174,276.97	11,026.74	185,303.71				0.13	147,159.11	
July	151,431.83	176,293.44	2,981.52	179,274.96	159,181.07	11,801.24	170,982.31	216,870.04	16,736.42	233,606.46	202,938.61	14,542.52	217,481.13	239,415.83	17,609.67	257,025.50				0.18	211,674.07	
August	121,288.07	149,121.51	2,652.50	151,774.01	142,713.83	12,441.45	155,155.28	178,061.07	14,756.06	192,817.13	180,370.66	12,933.86	193,304.52	220,394.43	17,151.81	237,546.24				0.23	186,119.44	
September	130,755.88	144,109.26	2,286.57	146,395.83	143,258.72	10,544.18	153,802.90	176,672.11	12,717.24	189,389.35	173,352.03	10,280.87	183,632.90	216,088.48	19,902.65	235,991.13				0.29	181,842.42	
October	50,151.94	62,956.32	2,018.43	64,974.75	74,881.79	8,487.00	83,368.79	102,643.80	27,347.76	129,991.56	99,903.42	17,708.75	117,612.17	112,828.67	12,234.15	125,062.82				0.06	104,202.02	
November	17,777.51	25,590.15	2,827.77	28,417.92	34,363.94	5,994.61	40,358.55	39,205.90	9,195.92	48,401.82	35,851.36	7,803.27	43,654.63	39,253.29	8,035.89	47,289.18				0.08	41,624.42	
December	26,379.98	34,571.00	4,688.76	39,259.76	37,811.41	7,310.95	45,122.36	44,146.95	12,788.01	56,934.96	40,783.79	8,628.52	49,412.31	43,820.17	7,962.05	51,782.22				0.05	48,502.32	
TOTAL	719,312.94	854,025.06	74,956.15	928,981.21	800,931.32	86,748.89	887,680.21	1,165,139.90	148,043.08	1,313,182.98	1,142,278.39	140,383.82	1,282,662.21	1,315,129.50	144,866.39	1,459,995.89	165,323.52	26,712.67	192,036.19			
YTD	70,650.82			141,146.51						153,193.36			201,093.64			180,237.13			192,036.19	(0.10)	181,640.08	

	Emergency Services Sales Tax (month collected)																				% Change	5-Year Ave
	2018	2019			2020			2021			2022			2023			2024					
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total				
January	8,924.66	27,980.65	167.86	28,148.51	26,847.59	4,051.74	30,899.33	32,447.80	6,735.19	39,182.99	48,829.59	15,300.16	64,129.75	41,964.86	8,540.81	50,505.67	44,040.16	10,191.52	54,231.68	6.87%	42,573.25	
February	22,040.87	21,749.81	30,969.48	52,719.29	26,943.46	6,049.12	32,992.58	33,038.78	6,019.09	39,057.87	46,409.30	7,896.61	54,305.91	40,365.69	9,898.07	50,263.76	45,401.26	10,510.73	55,911.99	10.10%	45,867.88	
March	23,915.42	31,606.19	809.27	32,415.46	18,988.97	4,560.71	23,549.68	43,877.86	9,322.30	53,200.16	45,666.63	18,724.25	64,390.88	54,885.88	11,995.67	66,881.55	52,934.42	12,374.89	65,309.31	-2.41%	48,087.55	
April	58,262.95	16,573.10	628.71	17,201.81	14,879.87	5,443.90	20,323.77	30,509.93	7,699.31	38,209.24	28,575.01	7,612.23	36,187.24	57,551.93	12,796.80	70,348.73				48.56%	36,454.16	
May	36,977.68	33,423.78	1,892.28	35,316.06	24,551.07	4,857.16	29,408.23	45,019.35	9,945.76	54,965.11	49,422.64	8,646.96	58,069.60	25,843.58	11,014.56	36,858.14				-57.55%	42,923.43	
June	54,297.30	72,152.85	2,570.26	74,723.11	56,773.64	6,471.47	63,245.11	125,792.28	13,577.53	139,369.81	103,486.63	15,552.84	119,039.47	118,888.32	12,673.34	131,561.66				9.52%	105,587.83	
July	100,795.88	123,864.51	2,405.48	126,269.99	110,539.66	10,111.26	120,650.92	149,173.26	15,600.53	164,773.79	141,697.79	12,826.79	154,524.58	180,677.77	18,240.81	198,918.58				22.32%	153,027.57	
August	82,850.46	101,317.76	3,702.92	105,020.68	98,545.37	10,307.22	108,852.59	125,932.27	13,290.24	139,222.51	130,197.48	11,943.37	142,140.85	158,577.50	17,832.36	176,409.86				19.43%	134,329.30	
September	88,859.04	99,005.06	2,075.54	101,080.60	98,173.46	9,243.47	107,416.93	124,672.32	11,926.06	136,598.38	122,908.93	10,941.10	133,850.03	149,467.48	18,060.82	167,528.30				20.10%	129,294.85	
October	34,697.06	43,619.35	1,780.63	45,399.98	55,526.63	7,604.14	63,130.77	73,062.08	20,488.41	93,550.49	69,561.83	15,185.16	84,746.99	78,513.78	12,416.81	90,930.59				6.80%	75,551.76	
November	22,652.17	19,732.41	2,348.89	22,081.30	30,125.87	5,585.20	35,711.07	31,712.58	10,295.36	42,007.94	29,090.76	9,707.69	38,798.45	30,399.55	10,872.26	41,271.81				5.99%	35,974.11	
December	30,306.85	30,176.30	8,712.17	38,888.47	33,466.13	7,274.58	40,740.71	39,338.81	12,263.74	51,602.55	39,076.51	10,394.20	49,470.71	41,523.34	11,298.39	52,821.73				6.34%	46,704.83	
Total	564,580.34	621,201.77	58,063.49	679,265.26	595,361.72	81,559.97	676,921.69	854,577.32	137,163.52	991,740.84	854,923.10	144,731.36	999,654.46	978,659.68	155,640.70	1,134,300.38	142,375.84	33,077.14	175,452.98			
Year to Date	54,880.94			113,283.26			87,441.59			131,441.02			182,826.54			167,650.98			175,452.98	4.45%	136,528.68	

County Sales Tax (month collected)																				
	2019			2020			2021			2022			2023			2024			% Change	5yr. Average
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total		
January	11,205.30	41.21	11,246.51	10,788.33	3,806.85	14,595.18	12,774.47	3,628.40	16,402.87	15,168.99	5,753.99	20,922.98	17,377.67	7,165.10	24,542.77	23,242.43	7,520.80	30,763.23	0.20	21,445.41
February	8,772.61	84.44	8,857.05	10,870.13	4,410.17	15,280.30	12,943.71	2,876.38	15,820.09	21,069.45	5,470.91	26,540.36	15,309.31	6,625.40	21,934.71	14,986.22	8,809.76	23,895.98	0.08	20,694.29
March	19,310.39	398.52	19,708.91	9,542.34	3,236.13	12,778.47	20,077.43	4,696.12	24,773.55	23,758.13	20,226.35	43,984.48	33,211.29	8,333.13	41,544.42	24,263.99	9,783.63	34,047.62	(0.22)	31,425.71
April	5,675.84	151.91	5,827.75	6,642.00	3,304.40	9,946.40	12,099.99	5,449.37	17,549.36	6,924.72	3,221.41	10,146.13	9,999.63	7,054.33	17,053.96				0.68	12,104.72
May	5,876.94	325.95	6,202.89	14,961.72	2,775.50	17,737.22	7,456.19	6,212.46	13,668.65	15,774.55	5,873.38	21,647.93	8,052.51	6,677.71	14,730.22				(0.32)	14,797.38
June	12,825.21	661.74	13,486.95	8,411.36	2,510.43	10,921.79	24,129.22	7,899.27	32,028.49	19,927.27	7,016.18	26,943.45	15,956.71	9,251.92	25,208.63				(0.06)	21,717.86
July	21,568.05	861.00	22,429.05	17,395.28	4,350.51	21,745.79	21,822.70	8,226.05	30,048.75	23,792.59	5,981.69	29,774.28	49,687.40	11,577.52	61,264.92				1.06	33,052.56
August	12,723.74	1,050.42	13,774.16	14,702.81	4,023.33	18,726.14	23,443.66	6,509.70	29,953.36	27,958.85	6,176.77	34,135.62	33,346.06	11,381.82	44,727.88				0.31	28,263.43
September	14,041.68	1,028.90	15,070.58	13,563.83	4,221.36	17,785.19	22,816.57	6,365.70	29,182.27	23,315.04	7,226.03	30,541.07	23,075.04	8,996.53	32,071.57				0.05	24,930.14
October	6,721.34	825.95	7,547.29	13,816.59	3,659.87	17,476.46	14,263.13	5,435.83	19,698.96	11,402.75	6,589.09	17,991.84	12,801.55	7,634.04	20,435.59				0.14	16,630.03
November	5,930.45	924.35	6,854.80	13,790.50	2,933.00	16,723.50	11,537.52	7,277.72	18,815.24	10,696.88	7,730.04	18,426.92	9,389.16	9,360.85	18,750.01				(0.02)	12,265.17
December	13,632.71	9,228.08	22,860.79	15,682.24	4,317.03	19,999.27	18,779.24	6,835.25	25,614.49	21,742.70	8,003.28	29,745.98	22,621.49	10,116.56	32,738.05				0.16	20,827.58
Total	138,284.26	15,582.47	153,866.73	150,167.13	43,548.58	193,715.71	202,143.83	71,412.25	273,556.08	221,531.92	89,269.12	310,801.04	250,827.82	104,174.91	355,002.73	62,492.64	26,214.19	88,706.83		
YTD			39,812.47			42,653.95			56,996.51			91,447.82			88,021.90			88,706.83	0.01	73,565.40

This exercise will compare the calculated energy cost for the building for three potential types of heating systems. The energy bills you sent me would indicate:

1. Propane cost is about 2.55 \$/gallon.
2. Electricity cost is about 0.135 \$/kwh. This does not include any demand (kw) charge. Most likely the electrical upgrade associated with option 2 or 3 would trigger demand charges from SMPA. This might be as much as \$15/kw. This demand charge looks at the highest kw peak in any 30 minute period during a month and is charged accordingly, i.e, if the demand in any period is 70 kw then the charge is \$1000 for that month.

I estimated the btu's required for heating the building on an annual basis (no cooling included) to be about 463,000 kbtu. This number obviously is an engineering estimate and could be more or less depending on how the building is operated but it does allow comparison between options.

Option #1 - Propane-fired boiler system with new hydronic piping serving new terminal units :

1. With the above unit cost and btu estimate, the annual cost is in the \$13,000 to \$15,000 range.

Option #2 - Electric boiler system with new hydronic piping serving new terminal units:

1. With the above unit cost and btu estimate, the annual cost is in the \$ 23,000 to \$25,000 range. This would include demand charges at \$15/kw.

Option #3 - Distributed heating system using electric resistance heating units such as cabinet heaters, unit heaters, cove heaters, etc.

1. With the above unit cost and btu estimate, the annual cost is in the \$20,000 to \$22,000 range including reduced demand from that of Option #2.

Also, as we talked, a building automation system (BAS) may be desirable to allow an exercise called "demand limiting" to help reduce demand charges by monitoring the building's demand and shutting off loads for periods of time to avoid the resultant demand charge.

Please contact me if you have any additional questions or need further information.

Shawn Brill
Bighorn Consulting Engineers

March 11, 2024

Mr. William Tookey
c/o Anthony Edwards
San Juan County Administrator San Juan County
PO Box 466
Silverton, Colorado 81433

Re: Proposal for Phase I Environmental Site Assessment
San Juan County Mining Claim Parcels
Sunnyside Gold Corporation, Silverton, Colorado

Dear Mr. Tookey,

SH Environmental Consulting, LLC appreciates the opportunity to provide San Juan County with this proposal to complete a Phase I Environmental Site Assessment (ESA) on the Sunnyside Gold Corporation Mining Claim parcels (Properties). A listing of these parcels is provided as Exhibit A.

PROJECT INFORMATION

The Properties are former mining claim parcels currently owned by the Sunnyside Gold Corporation (SGC). This Phase I ESA will be completed to identify potential Recognized Environmental Conditions (RECs) as defined by ASTM Standard E2247-16, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property.

Mining began in San Juan County in the 1870's and ended in 1991 when the last producing mine ceased production. These accumulative mining activities resulted in contamination from heavy metals and sediments that impacted the soil, groundwater, and surface water over three drainages in the watershed. Due to this contamination, the United States Environmental Protection Agency (EPA) listed the area as the Bonita Peak Mining District Superfund site and added it to the National Priorities List on September 9, 2016. Environmental investigations and remedial actions have been performed by SGC and the EPA to reduce or eliminate loading to the waterways by metals mine disturbance sediments.

The purpose of this ESA will be to assist the client in developing information to identify potential RECs in connection with the Properties as reflected by the scope of this proposal.

SCOPE OF SERVICES

This ESA will be conducted in a manner consistent with the procedures of ASTM Standard E2247-16, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment for Forestland or Rural Property, the ASTM standard practice for "all appropriate inquiry" under 40 CFR Part 312. The ESA will include a review and discussion of the following:

Physical Setting

The physical setting for the Properties will be described based on a review of the applicable United States Geological Society (USGS) topographic quadrangle map, Federal Emergency Management Agency (FEMA) flood map, the United States Department of Agriculture (USDA) soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an effort to document obvious past land use of the Properties and adjoining properties back to 1940 or when the Properties were initially developed, whichever is earlier.

One or more of the following selected references, depending on applicability and likely usefulness, will be reviewed. Prior reports and land title records including environmental liens and activity and land use limitations will be reviewed, if provided by the client.

- USGS topographic maps
- Historical aerial photographs (approximate 10-to-15-year intervals)
- Historical topographic maps
- Colorado Division of Oil & Public Safety underground storage tank records
- Colorado Department of Public Health and Environment
- Colorado Division of Reclamation, Mining and Safety
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Prior reports (if provided by the client)
- Building Permit Records
- Zoning records

If the client is unable to provide land title records and requests that land title records are reviewed, we must be informed in a timely manner so that historic land ownership records can be reviewed at an additional fee.

Regulatory Records Review

The services of database research firm Environmental Risk Information Services (ERIS) will be contracted to compile and report information from federal and state databases. The following records will be reviewed.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal CERCLIS List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS)/TSD	1.0 mile
Federal RCRA Non-CORRACTS/TSD Facilities List	0.5 mile

Federal RCRA Generators List	0.1 mile
Federal ERNS List	Site Only
State Lists of State Equivalent NPL Facilities	1.0 mile
State Equivalent CERCLIS Facilities	0.5 mile
State Landfill and/or Solid Waste Facilities	0.5 mile
State Leaking UST Lists	0.5 mile
State Registered UST Lists	0.1 mile
State VCP Site Lists	0.5 mile

Subject Property and Adjoining/Surrounding Properties

A field reconnaissance will be conducted to identify potential RECs. The reconnaissance will consist of visual observations of the Properties from the boundaries and selected interior portions of the Properties. The reconnaissance will include, where applicable, an interview with personnel who the client has identified as having knowledge of the uses and physical characteristics of the Properties. Pertinent observations from the reconnaissance will be documented including:

- Site description (including a description of occupants, if applicable)
- General property operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious evidence of releases (i.e., hazardous substances, petroleum products)

The adjoining property reconnaissance will consist of visual observations of the adjoining/ surrounding properties from the property boundaries and accessible public right-of-ways.

Report Preparation

The Phase I ESA report will follow the recommended format and outline per ASTM E2247-16 (Appendix X4). One final electronic copy of the report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein.

SCHEDULE

The performance of the field portion of this Phase I ESA is dependent upon weather and ground conditions. It is anticipated that the fieldwork will be performed after May 2024, once conditions allow. The Phase I ESA report will be emailed to the client approximately 10 business days following completion of the field reconnaissance. The following items are required to be provided by the client at the time of notification to proceed to meet the project completion date.

- Right of entry to conduct the assessment.
- Name of any entities that will be relying on the Phase I ESA report.

**SH ENVIRONMENTAL CONSULTING
ARVADA, COLORADO**

- Contact information for individual(s) that are available for interview.
- Notifications of any restrictions or special requirements (such as confidentiality).
- A completed User Questionnaire (Attachment A).

FEE

The Phase I ESA for a lump sum fee of **\$14,500**.

AUTHORIZATION

Services will be initiated upon receipt of written notice to proceed.

I look forward to working with you on this project. If you have questions or require additional information regarding this proposal, please do not hesitate to contact me at 970-215-5303 or shenvironmentalcon@outlook.com.

Sincerely,

SH Environmental Consulting, LLC

Steve Hoffman

Steven B. Hoffman, P.G.
Environmental Professional

Encl: Listing of Sunnyside Parcels
Professional Services Agreement
User Questionnaire

Exhibit A

The Following Properties are Located in Township 42 North, Range 6 West,
Township 42 North, Range 7 West, and Township 41 North, Range 7 West, N.M.P.M.

Property Tax Parcel ID	Description/Claim Name and Mineral Survey No.
#47730190030005	EUREKA TOWNSITE LOT 5 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190030006	EUREKA TOWNSITE LOT 6 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730190050004	CASHIER LODE - MS 134 (UND 9/10 INT IN 10.5 ACRES), CENTENNIAL - MS 16635, NASBY - MS 2508, ROVING RANGER LODE - MS 151 A, TAGNER - MS 16804, WHITE STAR - MS 14368
#47730300020001	EUREKA TOWNSITE LOT 1 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020002	EUREKA TOWNSITE LOT 2 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 AS RECEPTION #148168
#47730300020003	EUREKA TOWNSITE LOT 3 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47730300020004	EUREKA TOWNSITE LOT 4 ACCORDING TO THE RECORDED BOUNDARY ADJUSTMENT THEREOF FILED FOR RECORD SEPTEMBER 30, 2011 #148168
#47750090050001	CASHIER - MS 442, ORIENTAL - MS 566, PRIDE OF THE ALPS - MS 572
#47750100050003	EMMA - MS 2273, LULU CARROLL - MS 873, MOTHER GOOSE - MS 17234, MOULTRIE LODE - MS 173, PAYMASTER - MS 1301, PONY - MS 2336 (UND 2/3 INT IN 8.10 ACRES)
#47750100050031	MIDNIGHT - MS 5616
#47750100050051	TAGGART - MS 2338 (UND 1/3 INT IN 7.22 ACRES)

#47750110050002	PALOS - MS 18732, PALOS #1 - MS 18732, PALOS #2 - MS 18732, SUNNYSIDE #2 - MS 20003, SUNNYSIDE EXT - MS 1180, TERRY - MS 17986, MASTODON - MS 216, NO NAME - MS 2272, CROWN JEWEL - MS 20003, DOCTOR - MS 2093 A, ESMARALDA - MS 16165, GOLD PRINCE - MS 20003
#47750110050022	FEARLESS - MS 17011
#47750130050001	MUSKEGON - MS 1394, RARUS - MS 1401, NANTUCKET - MS 6954 (UND 5/12 INT IN 10.28 ACRES), DENVER - MS 1403, ALMA - MS 1708, CHARLTON - MS 1706
#47750130050003	CLIMAX #3 - MS 19474, TIP TOP - MS 18108, TIP TOP #2 - MS 19474, TIP TOP #3 - MS 19474
#47750140050002	REPUBLIC - MS 12724, RUBY - MS 18020, SHOSHONE - MS 17201, SILVER BOW - MS 18020, SUNNYSIDE - MS 438, SUNNYSIDE ANNEX - MS 16668, THUNDERBERG - MS 1395, WEDGE - MS 18160, ANACONDA - MS 18020, BAVARIAN - MS 1396, BRIGGS - MS 8400, BUTTE CITY - MS 18020, CLIMAX - MS 12723, CLIPPER - MS 1689, HERMAN - MS 1397, HIDDEN TREASURE EXT - MS 20003, LAKE - MS 2027, LAST CHANCE - MS 17901, LITTLE MARY - MS 2038, METROPOLIS - MS 1398, PEARL - MS 5975, QUAIL - MS 20003, RAYMOND - MS 18020
#47750150050001	GEORGE WASHINGTON - MS 2028, GRAND VIEW - MS 17202, MOUNTAIN SHEEP - MS 17432, OREGON - MS 17233
#47750150050002	HONECK - MS 16200, SILVER KING - MS 1857
#47750150050011	PAYMASTER - MS 18080, WATERLOO - MS 17429
#47750160050006	EMMA #1 - MS 17538, EMMA #2 - MS 17538, SMUGGLER - MS 1758
#47750220050003	AMA - MS 18849, BLUE HILL - MS 18849, DOVER - MS 1690, GOLD PEAK - MS 16393, JOE - MS 18849, MILANO - MS 16393, RED - MS 18849, ROCK - MS 18849, ROSA - MS 18849, ROSSO - MS 18849, ROUENA O - MS 16393, TREASURE - MS 18849, YANKEE BOY - MS 18849
#47750230050001	BEAUBREC - MS 1709
#47750230050002	A D SEARL - MS 1714, DANEBURG - MS 1780, HILDERBRAND - MS 1707, KNICKERBOCKER - MS 1717, UNDERWOOD - MS 1719

#47750240050001	BLUCHER - MS 1400, EIGHTY NINE - MS 16997, ESTEY - MS 13189, LIZZIE NORRIS - MS 1702, GRAND - MS 2573, GRAND PRIZE - MS 1701, GREAT EASTERN - MS 1691, NEW YORK - MS 8399, WELLINGTON - MS 16997, SUNBEAM - MS 1419
#48290090010033	BEND PLACER - MS 11596, C H MILL SITE - MS 20594. FORMERLY PART OF SCHEDULE 48290090010031
#48290090010039	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL C, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF ANN HARRIS PLACER - MS 11596 AND FORMER PARCEL BB, RECORDED AS RECEPTION NO. 186140. FORMERLY PART OF SCHEDULES 48290090010003 AND 48290090010036.
#48290090010041	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PARCEL E, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PORTIONS OF M D THATCHER - MS 17699 AND POLAR STAR MILL SITE - MS 7608. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010042	SUNNYSIDE GOLD CORPORATION - PERINO BOUNDARY ADJUSTMENT PACEL F, RECORDED AS RECEPTION NO. 151146, IN SUSPENDED T41N R7W. FORMERLY PART OF PETER PLACER - MS 11596, AND SMALL PORTIONS OF M D THATCHER - MS 17699 AND BLM TRACT 41. FORMERLY PART OF SCHEDULE 48290090010031 AND 48290090010032.
#48290090010043	BLAIR PLACER - MS 841, GOLD - MS 14012, JEANNETTE ROUX PLACER MS 11596 MINERAL RIGHTS ONLY, RIVERSIDE (PART) - MS 8801, H V B MILL SITE - MS 20594 B. FORMERLY PART OF SCHEDULE 48290090010003
#48290090010044	TRACTS 42, 43, 44, 45, AND PARCEL DD IN T41N R7W
#48290100010006	BUENA VISTA - MS 14012, M B MILLSITE - MS 20595 B, N N MILLSITE - MS 20595 B, T H W M S TRACT A - MS 20595 B, T H W M S TRACT B - MS 20595 B

SH ENVIRONMENTAL CONSULTING, LLC
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Sunnyside Mining Claim Parcels Phase I ESA **Date:** March 11, 2024

CLIENT: San Juan County

ADDRESS: P.O. Box 466
(invoicing address): Silverton, Colorado 81433

PROJECT CONTACT: Anthony Edwards **TEL:** (970) 417-0610 **EMAIL:** anthony@sholleredwards.com

PAYMENT CONTACT: William Tookey **TEL:** **EMAIL:** admin@sanjuancolorado.us

SH ENVIRONMENTAL CONSULTING, LLC

ADDRESS: 6348 Deframe Way
Arvada, CO 80004

CONTACT: Steve Hoffman **TEL:** (970) 215-5303 **EMAIL:** shenvironmentalcon@outlook.com

PROJECT DESCRIPTION: Phase I ESA per ASTM E2247-16 of the Sunnyside Mining Claim Parcels located in San Juan County and listed in Exhibit A. The ESA will be completed in accordance with ASTM Standard E2247-16 *Standard Practice for Environmental Site Assessment Process or Forestland or Rural Property*.

- ☒ **SCOPE OF SERVICES:** Phase I ESA of the Sunnyside Mining Claim Parcels located in San Juan County, Colorado per ASTM Standard E2247-16. ☐ **PRICING:** (See Attached)
- ☒ **LUMP SUM.** Compensation for these services shall be a Lump Sum of \$14,500.
- ☐ **TIME AND MATERIALS.** Compensation for these services will not exceed \$0,000 without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Hourly Rates), plus Reimbursable Expenses times a factor of and Subconsultant/Subcontractor Expenses times a factor of and per attached Definitions.
- ☐ Direct Job Wages times a factor of ☐ List of SH Environmental Hourly Rates.
- ☐ **COST PLUS FIXED FEE.** Compensation for these services shall be cost plus a fixed professional fee, including Reimbursable Expenses times a factor of plus Subconsultant/Subcontractor Expenses times a factor of and per attached Definitions. The estimated compensation for services is \$ plus a fixed fee of \$ for a total of \$
- Direct Job Wages or Hourly Rates for Time and Materials or Cost-plus Fixed Fee contracts are subject to change to reflect adjustments in salary levels.**

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, SH ENVIRONMENTAL CONSULTING shall submit a cost estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: SH ENVIRONMENTAL CONSULTING shall be paid monthly based on invoices submitted. These invoices will be for the portion of the agreed upon compensation earned during that month. SH ENVIRONMENTAL CONSULTING shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of SH ENVIRONMENTAL CONSULTING and Client, including the attached Standard Conditions and any other attachments. Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. See Standard Conditions for terms regarding assignment.

CLIENT: <u>San Juan County</u>	SH ENVIRONMENTAL CONSULTING, LLC
BY: <u></u>	BY: <u>Steve Hoffman</u>
SIGNATURE: <u></u>	SIGNATURE: <u></u>
TITLE: <u></u>	TITLE: <u>Owner</u>
DATE: <u></u>	DATE: <u></u>

STANDARD CONDITIONS

1. **SERVICES.** SH ENVIRONMENTAL CONSULTING, LLC (hereinafter, "SH ENVIRONMENTAL") shall provide professional services in accordance with the agreed upon scope of work, including (if applicable) the attached Scope of Services, and attached Pricing.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and SH ENVIRONMENTAL and upon receipt by SH ENVIRONMENTAL of a signed Agreement.
3. **INITIATION.** SH ENVIRONMENTAL is authorized to proceed with services upon receipt of executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated. This contract may be terminated by the Client and/or SH ENVIRONMENTAL upon 10 days' written notice. In the event of such termination, SH ENVIRONMENTAL will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.
Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.
5. **ASSIGNMENT.** The client may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of SH ENVIRONMENTAL.
6. **STANDARD OF CARE.** Services provided by SH ENVIRONMENTAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SH ENVIRONMENTAL makes no warranty or guaranty, either express or implied.
7. **INDEPENDENT CONSULTANT.** SH ENVIRONMENTAL is and shall always be during the term of this Agreement an independent consultant / contractor and not an employee or agent of the Client.
8. **COMPLIANCE WITH LAWS.** SH ENVIRONMENTAL will endeavor to comply in all material respect with federal, state, and local laws and ordinances applicable to the services to be provided under this Agreement.
9. **INTEREST, COLLECTION COSTS.** Payments on all invoices from SH ENVIRONMENTAL to Client hereunder are due in full within 30 days from the date of such invoice. Invoices not paid in full within such time period shall incur interest at the rate of 1.5% per month (18% per annum) until paid in full. Notwithstanding the foregoing, SH ENVIRONMENTAL reserves the right to commence collection or other legal action in the event any invoice to Client is in arrears for more than 30 days from an invoice date, in which event SH ENVIRONMENTAL shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by SH ENVIRONMENTAL in connection therewith and, in addition, the reasonable value of SH ENVIRONMENTAL's time and expenses spent in connection with such collection action, computed at SH ENVIRONMENTAL's prevailing fee schedule and expense policies.
10. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of SH ENVIRONMENTAL. SH ENVIRONMENTAL will retain all common law, statutory, and other reserved rights, including the copyright thereto. SH ENVIRONMENTAL shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to SH ENVIRONMENTAL.
11. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, SH ENVIRONMENTAL shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by SH ENVIRONMENTAL as part of services during construction under Agreement shall not make SH ENVIRONMENTAL responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SH ENVIRONMENTAL responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
12. **EQUAL OPPORTUNITY EMPLOYMENT.** SH ENVIRONMENTAL will comply with federal regulations pertaining to Equal Opportunity Employment. SH ENVIRONMENTAL follows compliance with applicable local, state, and federal regulations concerning minority hiring. It is SH ENVIRONMENTAL's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. SH ENVIRONMENTAL expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.
SH ENVIRONMENTAL's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.
13. **INSURANCE.** SH ENVIRONMENTAL will maintain the following levels of insurance during the term of this Agreement.
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.
 - c. Automobile Liability — minimum of \$1,000,000 combined single limit for bodily injury and property damage.
 - d. Professional Liability (E&O) and Professional Pollution Liability and Contractors' Pollution Liability — \$1,000,000 each claim and in the aggregate.
14. **INDEMNIFICATION/HOLD HARMLESS.** SH ENVIRONMENTAL shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by SH ENVIRONMENTAL's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of SH ENVIRONMENTAL and the Client or any third party, this indemnification applies only to the extent of the negligence of SH ENVIRONMENTAL.
15. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and SH ENVIRONMENTAL, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SH ENVIRONMENTAL and its subconsultants/subcontractors to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of SH ENVIRONMENTAL and its subconsultants/subcontractors to all those named shall not exceed the amount of SH ENVIRONMENTAL's total fee paid by the Client for services under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
16. **FORCE MAJEURE.** SH ENVIRONMENTAL shall not be responsible for delays caused by the Client's failure to furnish necessary information or to approve or disapprove SH ENVIRONMENTAL's work promptly as requested or for delays resulting from late, slow, or faulty performance by the Client, other contractors or consultants of the Client, or government agencies whose performance of work is precedent to or concurrent with the performance of SH ENVIRONMENTAL's work. SH ENVIRONMENTAL shall also not be responsible for any delays in the performance of the work by reasons of strikes, lockouts, accidents, acts of God, epidemics/pandemics, or other causes beyond SH ENVIRONMENTAL's reasonable control.

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In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001, the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: Sunnyside Mining Claim Parcels Phase I ESA

Site Address: San Juan County, Colorado

1) Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law (40 CFR 312.25)? ☐ No ☐ Yes If yes, please explain.

2) Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded in a registry under federal, tribal, state, or local law (40 CFR 312.26)? ☐ No ☐ Yes If yes, please explain.

3) As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312.28)? ☐ No ☐ Yes If yes, please explain.

4) Does the purchase price being paid for this property reasonably reflect the fair market value of the property (40 CFR 312.29)? ☐ No ☐ Yes

If no, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property (40 CFR 312.29)? ☐ No ☐ Yes If yes, please explain.

5) Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ☐ No ☐ Yes If yes, please explain.

6) As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property (40 CFR 312.31)? ☐ No ☐ Yes If yes, please explain.

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Request for Information and Documentation

In addition to the specific questions above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the property visit.

Included "X"	Not Available or Not Known "X"	Requested Information	Contact Information
		Point of Contact (Access)	Name/Phone
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone
		Prior Owners	Name/Phone
		Prior Occupants	Name/Phone
		Access Restrictions	Comments -
		Special Requirements/Confidentiality	Comments -
		Site Diagram or Legal Description	Attach -
		Chain of Title (back to 1940 or first developed use)	Attach -
		Reason for conducting Phase I ESA	Comments -

Helpful Documents Checklist

Per ASTM E2247-16 Section 10.8, do you know if any of the following documents exist for this property and if so, are copies of the documents available for review by the environmental professional? Check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Environmental property assessment reports | <input type="checkbox"/> Environmental compliance audit reports |
| <input type="checkbox"/> Geotechnical reports | <input type="checkbox"/> Registrations for aboveground or underground tanks |
| <input type="checkbox"/> Environmental property permits
(e.g., solid waste or hazardous waste
disposal permits) | <input type="checkbox"/> Registrations for underground injection systems |
| <input type="checkbox"/> Hazardous waste manifests | <input type="checkbox"/> Recorded environmental covenants or land use
restrictions |

Name (Authorized Client Representative)

Title

Signature

Date