

**SAN JUAN COUNTY, COLORADO BOARD OF COMMISSIONERS
MEETING AGENDA**

September 25, 2024

CALL TO ORDER: 6:30 P.M.

BOCC Meeting Minutes for September 11, 2024

APPOINTMENTS

7:00 P.M. Dave Brown and Yvonne Naughton – Use of Hospital Building

7:30 P.M. Board of Health Training

New Business:

San Juan Basin Area Agency on Aging Contract

Memorandum of Understanding for Control of Confidential Data

Komatsu Lease Purchase Agreement

Correspondence:

Silverton SingleTrack Society

Public Comment

Commissioner and Staff Reports

October/November Meeting Dates

Other

Adjourn

Times listed above are approximate.

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

Next Regular Meeting – October 9, 2024 6:30 P.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/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, SEPTEMBER 11, 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 Fetchenhier moved to authorize payment of the warrants as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Minutes: Commissioner Fetchenhier moved to approve the minutes of August 28, 2024, as submitted. Commissioner Maisel seconded the motion. The motion passed unanimous.

Resolution 2024-07 A Resolution of The San Juan County Board of Commissioners Thanking Louis Girodo For His Many Years of Service to San Juan County was presented to the Commissioners for their consideration. After Chairman Lashley read the Resolution Commissioner Fetchenhier moved to approve the resolution as presented. Commissioner Maisel seconded the motion.

Resolution 2024-08 A Resolution of The San Juan County Board of Commissioners Thanking Tommy Wipf For His Many Years of Service to San Juan County was presented to the Commissioners for their consideration. After Chairman Lashley read the Resolution Commissioner Maisel moved to approve the resolution as presented. Commissioner Fetchenheir seconded the motion.

Mark Rudolph of CDPHE and Athena Jones were present to provide a quick update on remediation projects.

Social Services Director Martha Johnson was present to provide the Commissioners with an update. Commissioner Fetchenhier moved to approve Transmittal #7 in the amount of \$48,616.49 as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

A State of Colorado Contract Modification Contract Amendment #4 was presented to the Commissioners. Commissioner Fetchenhier moved to approve the Contract Amendment #4 as presented. Commissioner Maisel 2nd the motion. The motion passed unanimously.

The Commissioners, sitting as the Board of Health, received a report from Public Health Director Becky Joyce.

A Public Hearing was held to receive public comment concerning the Improvement Permit Preliminary/Final Plan for 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. Upon completion of the public hearing Commissioner Maisel moved to approve the Improvement Permit Preliminary/Final Plan application with the conditions recommended by staff and the San Juan County Regional Planning Commission along with the additional conditions that additional screening would be required if Commissioners determined that it was necessary to minimize the visual impact of the development. The conditions as approved for the Improvement Permit are listed below:

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 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.
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 Tennessee Lode MS #5985 and the Sampson Double MS #15355 be consolidated into one parcel.
5. That the proposed improvements are identified and staked on site by a Colorado Licensed Surveyor.
6. That the applicant be placed on the Town of Silverton's Utility billing system for water and refuse.
7. That the applicant agrees to an affordable housing fee of \$1255.81 as required by 7-112.8A of the subdivision regulations.
8. That the applicant agrees to a fee in the amount of \$12,558.10 and to maintain the status quo of historic recreational use to comply with 7-112.15 of the subdivision regulations.
9. The applicant agrees to provide vegetative screening if the County Commissioners deem that it is necessary to minimize the visual impact.
10. The failure to comply with these conditions shall be grounds for the revocation of this Land Use Permit.

County Treasurer Deanna Jaramillo was present to inform the Commissioners that she will be working with Alpine Bank to provide some banking services.

Chief Archuleta and Clark Damron representing the Fire Authority were present to request that the Commissioners approve the purchase of SCBA equipment to replace their current equipment which will no longer be able to be maintained and certified. Commissioner Fetchenhier moved to approve the purchase of SCBA equipment from Curtis in the amount of \$129,290.00. \$26,000 would come from previously approved funding for the purchase of a truck wildfire fighting. Commissioner Maisel seconded the motion. The motion passed unanimously.

An email from Katie Shapiro was presented to the Commissioners for their consideration.

A Liquor License Renewal for Silverton Mountain was presented to the Commissioners for their consideration. Sheriff Bruce Conrad requested that he be informed whenever a liquor license application is coming before the Commissioners to allow him an opportunity to comment. Commissioner Fetchenhier moved to approve the liquor license application as submitted. Commissioner Maisel seconded the motion. The motion passed unanimously. Silverton Mountain will be notified that they need to have a conversation with Sheriff Conrad prior to the start of the season.

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

Having no further business, the meeting was adjourned at 12:35 P.M.

A work session with Emergency Services was held to discuss the Emergency Services Sales Tax Fund.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk



Willy Tookey <admin@sanjuancolorado.us>

Introductions and Health Clinic Proposal

David Brown <daveb@hc-remotecare.com>

Wed, Sep 18, 2024 at 7:02 AM

To: admin@sanjuancolorado.us

Cc: director@sjcph.org, yvonnen@hc-remotecare.com

Hello Mr. Tookey,

My name is Dave Brown and I'd like to introduce myself and my wife Yvonne Naughton. We're both physicians, Yvonne pediatrics and myself internal medicine. We've been talking with Becky Joyce about our desire to provide additional healthcare services to the Silverton community plus our plan to relocate to Silverton in the near future. As a bit of background, we've owned medical clinics in the past and I've been involved with the administration of larger healthcare systems as well. Yvonne's been a practicing pediatrician, has developed and taught a high school healthcare curriculum, been a track and field coach for many years, and is a recent 2 time Hardrock 100 finisher and 5 year volunteer.

After talking with Becky, our initial vision for providing healthcare to the community would entail a public-private partnership between San Juan Public Health Services who could provide office space and ancillary services similar to existing operations coupled with our provider services through our company, High Country Remote Care, LLC (HCRC). We would work alongside Innovation Medical Group who currently provides services on Tuesdays and HCRC would staff the clinic Monday, Wednesday, and Friday. With the addition of HCRC Silverton would have comprehensive primary care access Monday through Friday, telemedicine services, and possibly after-hour on-call services if needed.

Additionally, the existing Silverton Clinic could continue to operate as a free clinic providing vaccines, lab services, and other current ancillary services while HCRC would provide insurance based care and cash pay options along with sliding scale cash pay services for eligible patients.

Also, the Silverton Clinic informally let Becky know they would not have an issue with sharing the clinic's space on the days that aren't already in operation. We understand however that it will take communication to arrange this directly.

If you'd like, Yvonne and I would welcome the opportunity to share more details of our vision for delivering healthcare and improving provider access for the residents of Silverton. Just let us know and we'll be available at your convenience.

Kind Regards,

Dave Brown
High Country Remote Care, LLC

Agency contracted with CDHS – State Unit on Aging: San Juan Basin Area Agency on Aging, Inc.	Option Letter Number
Subcontractor: San Juan County Social Services	Contract Number
Current Contract Maximum Amount Initial Term for SFY25 (Year 2/4) 07/1/2024 to 06/30/2025 \$10,960.00	SJBAAA Option Letter Contract # 24 IHEA 181459
Extension Terms State Fiscal Year 2026 \$0.00	Contract Performance Beginning Date July 1, 2024
State Fiscal Year 2027 \$0.00	Current Contract Expiration Date June 30, 2025
GRAND TOTAL \$10,960.00	

1. OPTIONS:

- A. Option to extend for an Extension Term.
- B. Option to change the quantity of Services under the Contract at the rates set by the Older Americans Act.

2. REQUIRED PROVISIONS:

- A. In accordance with Page 1, Paragraph “Options” on the Original Contract’s Signature and Cover Page, and Page 4, Section 2(C) of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2024, and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Page 1, Paragraph “Options” on the Contract’s Signature and Cover Page, Page 9, Section 5(B)(v) of the Original Contract referenced above, and Page 2, Section 5(E) of Amendment 1, the State hereby exercises its option to increase the quantity of the Services for State Fiscal Year (SFY) 2025 at the rates mandated by the Older Americans Act.
- C. The SFY 2025 funds to the San Juan Basin Area Agency on Aging are increased in the amount of **\$1,616,444.00**. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.
- D. Exhibit D-6, “Contract Budget”, which is attached and incorporated by reference.
- E. Exhibit E-6, “Supplemental Provisions for Federal Awards” replaces previous Exhibit E-5, which is attached and incorporated by reference.

3. THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT. Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p>SUBCONTRACTOR</p> <p>San Juan County Social Services</p> <p>_____</p> <p>Signed By:</p> <p>_____</p> <p>(Print Name)</p> <p>Date: _____</p>	<p>CONTRACTOR WITH CDHS</p> <p>San Juan Basin Area Agency on Aging 10 Burnett Court Suite 302A Durango, CO 81301 970.264.0501 – telephone 970.403.9744 – mobile 888.290.3566 – fax chairman@sjbaaa.org</p> <p>_____</p> <p>By: Sue Fletcher, Chairman, Board of Directors</p> <p>Date: _____</p>
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SUBCONTRACTOR agrees to place SJBAAA logo on all promotional materials that may include but are not limited to senior newsletters, press releases, and any brochures that relate to the services and programs funded by this Contract. Language should read as follows:



Funding for Older Americans Act Programs is made possible by

EXHIBIT D-6

SFY25 CONTRACT FOR: SAN JUAN COUNTY SOCIAL SERVICES

SERVICE	State/Federal Funds
Shoveling/Home Chore	\$10,960.00
TOTAL AMOUNT AWARDED	\$10,960.00

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TOTAL AMOUNT AWARDED	\$10,960.00

- i. Federal award project description: **Older Americans Act Title III – Grants for State and Community Programs on Aging and Older Americans Act Title VII – Allotments for Vulnerable Elder Rights Protection Activities;**
 - ii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Community Living**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Percy Devine, 303.844.7815**;
 - iii. The Catalog of Federal Domestic Assistance (CFDA) numbers are:

CONTRACT OR FISCAL YEAR	PROGRAM TITLE	GRANT #	CFDA #
07/01/2024 TO 06/30/2025	TITLE III B SUPPORTIVE SERVICES	2301COOASS	93.044
07/01/2024 TO 06/30/2025	TITLE III C1 CONGREGATE MEALS	2301COOACM	93.045
07/01/2024 TO 06/30/2025	TITLE III C2 HOME-DELIVERED MEALS	2301COOAHD	93.045
07/01/2024 TO 06/30/2025	TITLE III D PREVENTIVE HEALTH	2301COOAPH	93.043
07/01/2024 TO 06/30/2025	TITLE III E NFCSP	2301COO AFC	93.052
07/01/2024 TO 06/30/2025	TITLE VII ELDER ABUSE PREVENTION	2301COOAEA	93.041
07/01/2024 TO 06/30/2025	TITLE VII OMBUDSMAN	2301COOAOM	93.042

- iv. This award **is not** for research & development;
 - v. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 1) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A**.
 - 2) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **N/A**.
 - 3) Subrecipient’s approved indirect cost rate is **no (0%) indirect rate**.
 - 4) Subrecipient must permit CDHS and auditors to have access to Subrecipient’s records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §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) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and Exhibit A.

6) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **45** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.

1) Matching Funds

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in **Exhibit A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient’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 of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient 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. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award *does not* include:

- 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant.

Any award classified for security purposes; or

- 1.1.1.2.1. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non- Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform

Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

- 1.1.1. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.2. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.3. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.4. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.4.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.4.2. Is not organized primarily for profit; and
 - 1.1.4.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.5. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.6. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.7. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.8. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.9. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.10. “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.11. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.12. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.12.1. Salary and bonus;
 - 1.1.12.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 1.1.12.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees.
- 1.1.12.1. Change in present value of defined benefit and actuarial pension plans;
- 1.1.12.2. Above-market earnings on deferred compensation which is not tax-qualified;
- 1.1.12.3. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.13. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.14. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A- 102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.15. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM)

AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:

- 4.1.2.1; 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 4.1.2.1. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.2. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient UEI Number;
 - 7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization UEI Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper

reporting), and Congressional District;

- 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 7.1.1.1. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's UEI Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the

Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 10.1.1. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.2. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/“funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR 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 Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 11.1.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.2. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.3. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.1. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.2. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.3. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

AAA Subcontract Provisions

Indemnification To the extent permitted by law, Subcontractor shall indemnify, save, and hold harmless the San Juan Basin Area Agency on Aging and the State of Colorado, as well as both entities' employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subcontractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as now in effect or hereafter amended.

Background Checks (only required for contractors providing services via one-on-one contact or any of the following services: personal care, counseling, homemaker, chore, adult day, respite, transportation, Long-Term Care Ombudsman, home delivered meals, support groups, legal services, evidence-based services, and one-to-one services).

Prior to the delivery of services, a records check through the Colorado Bureau of Investigation (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and subcontractors providing services.

If an employee, volunteer, or subcontractor has resided in Colorado for less than two years, national background check shall be completed.

Volunteers under the age of 18 years old shall not be required to undergo a background check as long as they are directly supervised and overseen by someone who is over the age of 18 years old who has successfully passed the background check requirement and they are not volunteering for unsupervised one-to-one services or any of the services listed above with the exception of Chore services and Home delivered meals.

If a potential employee, volunteer, or subcontractor, or subcontractor's employee has been convicted of any of the following offenses, that individual shall be disqualified.

- (a) A crime of violence;

- (b) Any felony offense involving unlawful sexual behavior;
- (c) Any felony domestic violence;
- (d) Any felony offense of child abuse; or
- (e) Any similar felony offense in any other state.

If a potential employee, volunteer, subcontractor, or subcontractor’s employee has been convicted of any of the following offenses, that individual shall be disqualified if less than ten years has passed since the final discharge of all terms of the sentence imposed as a result of the conviction.

- (a) Third degree assault;
- (b) Any misdemeanor domestic violence;
- (c) Violation of a protection order;
- (d) Any misdemeanor offense of child abuse;
- (e) Any misdemeanor offense of sexual assault on a client by a psychotherapist; or
- (f) Any similar misdemeanor offense in any other state.

Employees, volunteers, or subcontractors responsible for transporting individuals shall possess a valid Colorado driver’s license, and shall not have had any alcohol/substance related convictions in the past three years, or an accident where the individual was at fault within the past two years.

Insurance

Subcontractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

B. Workers’ Compensation

“Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Subcontractor employees acting within the course and scope of their employment.”

NOTE: “Additional Insured” status doesn’t exist on a work comp policy with any carrier, therefore a waiver of subrogation is required instead.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Subcontractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Subcontractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Subcontractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Subcontractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Cyber/Net. Security-Privacy Liability Insurance

Protected Information Insurance (described above) covers only the cost of a data breach (e.g. release of PII or PHI). The Contract requires only Protected Information Insurance, but if the Subcontractor holds Cyber Liability, it will often include Protected Information coverage.

Cyber Liability is more comprehensive in that it covers the costs of an entity to recover from a data breach or a cyber attack. For example, costs to repair the network if it was damaged during the attack or the costs of data restoration.

Both types of coverage will normally provide credit monitoring services to third parties whose data has been breached.

NOTE: The current contract does not require this type of insurance; only Protected Information Insurance is required. However, you may find that insurance providers are bundling these two types of insurance together.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Public Entities

If Subcontractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Subcontractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-

insurance, as is necessary to meet its liabilities under the GIA.

Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue (“Department”), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as “Jurisdiction”)

of San Juan County appoints

(Name) William A. Tookey (Title) County Administrator, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction’s sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department’s local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor’s accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B. Maintaining Accurate Records:

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of <p style="text-align: center;">County of San Juan</p>	Date <p style="text-align: center;">September 25, 2024</p>
Jurisdiction Mailing Address <p style="text-align: center;">PO Box 466, Silverton, CO 81433</p>	Appointee Phone Number <p style="text-align: center;">970-387-5766</p>
Appointee Name** <p style="text-align: center;">William A. Tookey</p>	Title <p style="text-align: center;">County Administrator</p>
Appointee Signature	Appointee Email *** <p style="text-align: center;">admin@sanjuancolorado.us</p>
Name of Chief Administrative Officer or Designee* <p style="text-align: center;">Austin Lashley</p>	Title <p style="text-align: center;">Chairman BOCC</p>
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email <p style="text-align: center;">admin@sanjuancolorado.us</p>
Department of Revenue Approval	
By	Title <p style="text-align: center;">Deputy Executive Director</p>

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.
 ** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.
 *** Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

Memorandum of Understanding for Control of Confidential Data for State Retail Marijuana Sales Tax

Pursuant to §39-28.8-203 (1)(a)(IV) and §39-21-113 (4), C.R.S., each local government upon request and for the purpose of obtaining from the Colorado Department of Revenue (Department) confidential information concerning state retail marijuana sales taxes distributed to the local government by the Department, the local government of (municipality or county name) San Juan County

Appoints (Name) William A. Tookey (Title) County Administrator

an employee of the local government, to receive this confidential information. The appointee, on behalf of the local government and on his or her own behalf, hereby agrees as follows:

A. Safeguarding Confidential Information:

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and distribution of the state retail marijuana retail sales tax distribution to the undersigned local government of the State of Colorado.
5. To NOT divulge or make known in any way, including but not limited to, publications such as budget documents or annual reports, any information which identifies or permits the identification of the amount of sales taxes collected or paid by an individual licensed vendor.
6. To keep confidential the local government's account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
7. To keep confidential the monthly report Web site address and the Department's local government support email address.
8. To allow the Department to review the adequacy of the safeguard measures established hereunder.
9. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information and/or may impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

B Maintaining Accurate Records:

1. The local government shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The local government shall contact said retailers who are not correctly identified in Department reports to determine whether such retailers should be included or excluded on monthly reports.
3. The local government shall timely notify the Department of corrected information or unresolved issues concerning said retailers.

Local Government San Juan County	Date September 25, 2024
Local Government Mailing Address PO Box 466, Silverton, CO 81433	Appointee Phone Number 970-387-5766
Appointee Name** William A. Tookey	Title County Administrator
Appointee Signature	Appointee Email*** admin@sanjuancolorado.us
Name of Chief Administrative Officer or Designee* Austin Lashley	Title Chairman BOCC
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email admin@sanjuancolorado.us

Department of Revenue Approval

By _____ Title **Deputy Executive Director**

* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the local government. The person signing should be someone other than the appointee.
 ** I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.
 *** Notification of matters related to the State Retail Marijuana Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.

EXHIBIT A

DESCRIPTION OF EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>SALES PRICE</u>
1	Komatsu PC138USLC-11 Hydraulic Excavator INCLUDES: 30" Werk Brau Bucket; Quick Coupler; Thumb	C30257	\$180,530.00
		Cash Down	<u>\$0.00</u>
		Total Amount to Finance:	<u>\$180,530.00</u>

EQUIPMENT LOCATION AND PRIMARY USE

Primary Use: General Construction

(TO BE RETYPED ON LETTERHEAD OF LESSEE'S COUNSEL)

September 25, 2024

Komatsu Financial Limited Partnership
8770 W. Bryn Mawr Ave., Suite 100
Chicago, IL 60631

Subject: Lease/Purchase Agreement dated September 25, 2024
Account Number 777-0217993-000

Gentlemen,

I have acted as Counsel to the SAN JUAN COUNTY (the "Lessee") with respect to that certain Equipment Lease/Purchase Agreement (the "Agreement") dated February 24, 2021, by and between POWER MOTIVE CORPORATION and the Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

- 1) The Lessee is a political subdivision of the State of Colorado;
- 2) The execution, delivery and performance of the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
- 3) The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Very truly yours,

To: SAN JUAN COUNTY

Re: SAN JUAN COUNTY

Municipal Lease Number 777-0217993-000 (100,000 or more)

Dear SAN JUAN COUNTY :

Attached are the forms for the completion of subject municipal lease. The enclosed documentation consists of:

- o Equipment Lease - Purchase Agreement with Exhibit "A" and Exhibit "B".
- o Sample copy of lessee's Opinion of Counsel to be retyped on lessee's letterhead, signed and returned.
- o IRS Form 8038-G.

To assure that a transaction has tax-exempt status, form 8038-G (Information Return for Tax-Exempt Governmental Bond Issues) must be filed with the Internal Revenue Service by the Lessee, based on the facts as of the issue date, where the issue (amount to be financed) is \$100,000 or more. A copy of 8038-G must be submitted as a part of the documentation and follow-up must be maintained to assure that the 8038-G has been filed with the IRS.

All documentation should be executed by authorized personnel for lessee, lessor and lessee's counsel and dated where indicated. The UCC financing statement(s) is/are to be signed by the debtor and secured party and filed with the designated jurisdiction(s).

A copy of the filed financing statement should be returned along with the executed documents to Komatsu Financial Limited Partnership to serve as evidence of filing until the acknowledgment copy(s) is/are received.

When all documentation has been executed properly and returned to us, along with Certificate of Insurance showing Komatsu Financial Limited Partnership as loss payee, the transaction will be funded.

If you have any questions, please feel free to contact us at (800) 346-2677.

Sincerely,

CERTIFICATE OF ACCEPTANCE

**Equipment Lease (the "Agreement"),
By and Between
Komatsu Financial Limited Partnership (Lessor)
and**

SAN JUAN COUNTY (Lessee)

Dated: September 25, 2024

1. ACCEPTANCE: In accordance with the Agreement, Lessee hereby certifies that all of the Equipment described therein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the extent and in the manner Lessee deems necessary and appropriate to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair, condition and appearance, (iv) has been found to be of the size, capacity, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purpose, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement and Lessee hereby unconditionally waives all rights of revocation with respect thereto.

2. EQUIPMENT:

KOMATSU PC138USLC-11 Hydraulic Excavator, S/N C30257

3. INSURANCE: Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. Komatsu Financial Limited Partnership will be designated loss payee with respect to property insurance until Lessee is notified, in writing, to substitute a new loss payee and Komatsu Financial Limited Partnership and Komatsu America Corp. will each be designated as additional insured with respect to liability insurance, until Lessee is notified, in writing, to substitute a new additional insured. Copies of certificates with respect to such insurance are attached hereto.

4. MAINTENANCE: In accordance with Section 3 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Equipment for the term of the Agreement as follows

- Maintenance contract, copy attached
- Elect to self-maintain

5. LESSEE'S OBLIGATIONS: The Lessee agrees that its obligation to Lessor is absolute and unconditional and that Lessor is not the manufacturer, distributor or seller of the Equipment and has no knowledge or familiarity with it. The Lessee agrees that it will settle all claims, defenses and counterclaims it may have directly with the manufacturer, distributor or seller of the Equipment and will not assert or set off any such claims, defenses or counterclaims against Lessor or its assigns.

LESSEE: SAN JUAN COUNTY

By: _____

(name typed or printed)

(title)

(If corporation, have signed by President or Vice President and give official title. If owner or partner, state which.)

ACCEPTED AS OF THIS 26th day of September 2024.

Prepared For: **SAN JUAN COUNTY**
 Prepared By: **POWER MOTIVE CORPORATION**
 Amount Financed: **\$180,530.00**

Term: **60**
 Customer Rate: **6.7500 %**
 App. Number: **186453**

Per	Date	Payment	Principal	Interest	Principal Balance
1	2024-10	\$0.00	\$0.00	\$0.00	\$139,407.70
2	2024-11	\$0.00	\$0.00	\$0.00	\$139,407.70
3	2024-12	\$0.00	\$0.00	\$0.00	\$139,407.70
4	2025-01	\$0.00	\$0.00	\$0.00	\$139,407.70
5	2025-02	\$0.00	\$0.00	\$0.00	\$139,407.70
6	2025-03	\$0.00	\$0.00	\$0.00	\$139,407.70
7	2025-04	\$0.00	\$0.00	\$0.00	\$139,407.70
8	2025-05	\$0.00	\$0.00	\$0.00	\$139,407.70
9	2025-06	\$0.00	\$0.00	\$0.00	\$139,407.70
10	2025-07	\$0.00	\$0.00	\$0.00	\$139,407.70
11	2025-08	\$0.00	\$0.00	\$0.00	\$139,407.70
12	2025-09	\$41,122.30	\$31,415.63	\$9,706.67	\$107,992.07
13	2025-10	\$0.00	\$0.00	\$0.00	\$107,992.07
14	2025-11	\$0.00	\$0.00	\$0.00	\$107,992.07
15	2025-12	\$0.00	\$0.00	\$0.00	\$107,992.07
16	2026-01	\$0.00	\$0.00	\$0.00	\$107,992.07
17	2026-02	\$0.00	\$0.00	\$0.00	\$107,992.07
18	2026-03	\$0.00	\$0.00	\$0.00	\$107,992.07
19	2026-04	\$0.00	\$0.00	\$0.00	\$107,992.07
20	2026-05	\$0.00	\$0.00	\$0.00	\$107,992.07
21	2026-06	\$0.00	\$0.00	\$0.00	\$107,992.07
22	2026-07	\$0.00	\$0.00	\$0.00	\$107,992.07
23	2026-08	\$0.00	\$0.00	\$0.00	\$107,992.07
24	2026-09	\$41,122.30	\$33,603.03	\$7,519.27	\$74,389.04
25	2026-10	\$0.00	\$0.00	\$0.00	\$74,389.04
26	2026-11	\$0.00	\$0.00	\$0.00	\$74,389.04
27	2026-12	\$0.00	\$0.00	\$0.00	\$74,389.04
28	2027-01	\$0.00	\$0.00	\$0.00	\$74,389.04
29	2027-02	\$0.00	\$0.00	\$0.00	\$74,389.04
30	2027-03	\$0.00	\$0.00	\$0.00	\$74,389.04
31	2027-04	\$0.00	\$0.00	\$0.00	\$74,389.04
32	2027-05	\$0.00	\$0.00	\$0.00	\$74,389.04
33	2027-06	\$0.00	\$0.00	\$0.00	\$74,389.04

Prepared For: **SAN JUAN COUNTY**
 Prepared By: **POWER MOTIVE CORPORATION**
 Amount Financed: **\$180,530.00**

Term: **60**
 Customer Rate: **6.7500 %**
 App. Number: **186453**

34	2027-07	\$0.00	\$0.00	\$0.00	\$74,389.04
35	2027-08	\$0.00	\$0.00	\$0.00	\$74,389.04
36	2027-09	\$41,122.30	\$35,942.74	\$5,179.56	\$38,446.30
37	2027-10	\$0.00	\$0.00	\$0.00	\$38,446.30
38	2027-11	\$0.00	\$0.00	\$0.00	\$38,446.30
39	2027-12	\$0.00	\$0.00	\$0.00	\$38,446.30
40	2028-01	\$0.00	\$0.00	\$0.00	\$38,446.30
41	2028-02	\$0.00	\$0.00	\$0.00	\$38,446.30
42	2028-03	\$0.00	\$0.00	\$0.00	\$38,446.30
43	2028-04	\$0.00	\$0.00	\$0.00	\$38,446.30
44	2028-05	\$0.00	\$0.00	\$0.00	\$38,446.30
45	2028-06	\$0.00	\$0.00	\$0.00	\$38,446.30
46	2028-07	\$0.00	\$0.00	\$0.00	\$38,446.30
47	2028-08	\$0.00	\$0.00	\$0.00	\$38,446.30
48	2028-09	\$41,122.30	\$38,445.36	\$2,676.94	\$0.94
49	2028-10	\$0.00	\$0.00	\$0.00	\$0.94
50	2028-11	\$0.00	\$0.00	\$0.00	\$0.94
51	2028-12	\$0.00	\$0.00	\$0.00	\$0.94
52	2029-01	\$0.00	\$0.00	\$0.00	\$0.94
53	2029-02	\$0.00	\$0.00	\$0.00	\$0.94
54	2029-03	\$0.00	\$0.00	\$0.00	\$0.94
55	2029-04	\$0.00	\$0.00	\$0.00	\$0.94
56	2029-05	\$0.00	\$0.00	\$0.00	\$0.94
57	2029-06	\$0.00	\$0.00	\$0.00	\$0.94
58	2029-07	\$0.00	\$0.00	\$0.00	\$0.94
59	2029-08	\$0.00	\$0.00	\$0.00	\$0.94
60	2029-09	\$1.00	\$0.93	\$0.07	\$0.00
	Totals	\$205,612.50	\$180,530.00	\$25,082.50	

KOMATSU FINANCIAL

MUNICIPAL EQUIPMENT LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT (hereinafter referred to as "Agreement") by and between POWER MOTIVE CORPORATION (hereinafter referred to as "Lessor"), and SAN JUAN COUNTY, a political subdivision of the State of Colorado (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. *Term and Payments.* Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Equipment") for the amounts to be paid in the sums and on the dates set forth in Exhibit B hereto. Except as specifically provided in Paragraph 2 hereof, the obligation of the Lessee to make the payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. The term of the lease hereunder shall commence upon the acceptance of possession of the Equipment by Lessee (or acceptance by Lessee of delivery of the first item of Equipment if this Agreement involves multiple items of Equipment) and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. In accordance with the Agreement, Lessee hereby certifies that all of the Equipment (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purpose, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement.

2. *Renewal and Nonappropriation.* Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under Exhibit B and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Lessee has exhausted all legally available means for making the payment called for under this Agreement, (iii) Lessee has invoked and diligently pursued all legal procedures by which payment called for under this Agreement may be made, (iv) such failure to obtain funds has not resulted from any act or failure to act of Lessee, (v) Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those of the Equipment or which provide similar benefits to Lessee, and (vi) no funds have been appropriated for the acquisition of such property, then Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Komatsu Financial Limited Partnership, 1701 W. Golf Road, Rolling Meadows, IL 60008 or at such other place as Lessor or its successors and assigns may from time to time hereafter designate, at least 60 days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of Lessee's right, title and interest in obligations under this Agreement to all the Equipment, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. *Taxes.* In addition to the payments to be made pursuant to Paragraph 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand an amount equal to all license, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

4. *Lessee's Covenants and Representations.* Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and

performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purpose; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all its obligations hereunder; and, Lessee has budgeted and has available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to the Equipment's;

(f) The Equipment is essential to the proper, efficient and economic operation of the Lessee, and there are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder;

(g) Lessee's right to terminate this Agreement as specified in Paragraph 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located; and

(h) Lessee shall execute and file any document required, pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to report the issuance of this Agreement.

5. *Use and Licenses.* Lessee shall pay and discharge all operating expenses and shall cause the Equipment to be operated by competent persons only. Lessee shall use the Equipment only for its proper purposes and will not install, use, operate or maintain the Equipment improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Equipment or the use contemplated by its manufacturer. Lessee shall keep the Equipment at the location stated on Exhibit A, until Lessor in writing permits its removal, and the Equipment shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Equipment. License plates used on the Equipment shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Equipment, it shall be delivered to the Lessor showing the interest of the Lessor.

6. *Maintenance.* Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Equipment in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others, and shall become part of the Equipment and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance, and preservation of the Equipment, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. *Alterations.*

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Equipment such equipment or accessories as may be necessary or convenient to use the Equipment for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Equipment. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Equipment except as required or permitted hereunder. Any other alterations, modifications or improvements to the Equipment shall immediately become part of the Equipment, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Equipment to any real property. The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon real property or any improvement thereon.

(c) Lessee shall not remove, disable or impair in any manner the unit monitoring system, such as KOMTRAX or VHMS, if equipment is so equipped with such system.

8. *Liens.* Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto, or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. *Damage to or Destruction of Equipment.* Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Equipment from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee

from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement.

(a) In the event that all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall replace the same with like property in good repair of like value, acceptable to Lessor, at Lessee's sole cost and expense as soon thereafter as possible and any such replacement shall become subject to this Agreement. If insurance is in effect with respect to the Equipment, insurance proceeds received by Lessor with respect to any such casualty shall be paid to Lessee if such Equipment is replaced by Lessee as required hereunder.

(b) If Lessee fails to replace such Equipment as required, Lessor may at its option terminate this Agreement as to that part of the Equipment lost, stolen, destroyed or damaged beyond repair, and recover from Lessee the amount of the unpaid principal balance applicable to Equipment lost, stolen, destroyed or damaged beyond repair as of the last date on which a payment was made pursuant to Paragraph 1 hereof, together with interest thereon at the rate specified in Exhibit B from such payment date to the date of such termination, and less insurance proceeds, if any, received and retained. If Lessor exercises its option hereunder, the principal portion of the payments required to be made thereafter by Lessee pursuant to Paragraph 1 and the subsequent Option to Purchase Values set forth in Exhibit B shall be reduced in the proportion which the original cash sale price of the part of the Equipment lost, stolen, destroyed or damaged beyond repair bore to the aggregate original cash sale price of the Equipment described in Exhibit A.

10. *Insurance.* Lessee shall either be self-insured with regard to the Equipment or shall purchase and maintain insurance with regard to the Equipment. If Lessee elects to be self-insured with regard to this Agreement, it may do so only with the prior consent of Lessor. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Equipment, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Equipment. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Equipment, insuring against customary risks coverage at all times not less than the amount of the unpaid principal portion of the payments required to be made pursuant to Paragraph 1 as of the last preceding payment date specified in Exhibit B on which a payment was made. If insurance policies are provided with respect to the Equipment, all insurance policies shall be with insurers authorized to do business in the State where the Equipment is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Paragraph 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of nonpayment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Equipment to carry workmen's compensation insurance covering employees working on, in or about the Equipment. In the event Lessee fails, for any reason, to comply with the requirements of this Paragraph, Lessee shall indemnify and save harmless, and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors, and the Equipment against all risk of loss not covered by insurance.

11. *Indemnification.* Lessee shall indemnify and save harmless Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Equipment. All amounts which become due from Lessee under this Paragraph 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. *No Warranty.* EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE EQUIPMENT MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE EQUIPMENT, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE EQUIPMENT DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATIONS OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. *Option to Purchase.* Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all the Equipment which is then subject to this Agreement "as is" at the payment date and for the Option to Purchase Values set forth in Exhibit B or such adjusted Option to Purchase Value as may have been determined in accordance with Paragraph 9 hereof by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all payments specified in Exhibit B and the Final Purchase Option Price, Lessee shall be deemed to have properly exercised its option to purchase the Equipment and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Equipment,

free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable purchase date specified in Exhibit B hereto at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Equipment to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Equipment, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. *Default and Lessor's Remedies.*

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee's failure to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- (4) Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Equipment or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to, or acquiesce in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may at its sole discretion exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Equipment, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Paragraph 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Equipment, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Equipment or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on or notice to Lessee of Lessor's intention to do so or relet the Equipment for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and re-installation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding payment date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Paragraph 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Paragraph 14, shall mean to the extent allowed by law; (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Equipment; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Equipment, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstance shall Lessee be liable under Paragraph 14(b) for any amount in excess of the sum appropriated pursuant to Paragraph 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. *Termination.* Unless Lessee has properly exercised its option to purchase pursuant to Paragraph 13 hereof, Lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to Paragraph 14 hereof, deliver the Equipment to Lessor unencumbered and in at least as good condition and repair and in compliance with

Exhibit C Return Provisions as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Equipment, at Lessee's sole expense, on such carrier, or delivering the Equipment to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Equipment. If Lessee fails to deliver the Equipment to Lessor, as provided in this Paragraph 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Equipment to Lessor or Lessor repossesses the Equipment. Lessee hereby waives any right which it now has or which may be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. *Assignment and Sublease.*

(a) Without the prior written consent of Lessor, Lessee shall not (i) assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, the Equipment, or any part thereof or any interest therein, (ii) sublet the Equipment or any part thereof, or (iii) permit the Equipment to be used for any purpose not permitted by Paragraph 5 hereof.

(b) Lessor intends to sell, assign or transfer all of its right, title and interest in, to and under this Agreement (including, without limitation, rights in the Equipment and all payments of any kind due or which are to become due to Lessor hereunder) to Komatsu Financial Limited Partnership (hereinafter referred to as "Assignee"), and Lessee hereby agrees and consents to such sale, assignment or transfer, and agrees to make payments due under this Agreement directly to Assignee pursuant to Assignee's instructions. Assignee shall not further sell, assign or transfer this Agreement. Upon such sale, assignment or transfer to Assignee, Assignee shall thereafter be deemed to be the Lessor hereunder, except that Lessor and Lessee agree and acknowledge that Assignee will have made no representation or warranty, and therefore will assume no obligation, with respect to the title, merchantability, condition, quality or fitness of the Equipment for any particular purpose, or for the enforcement of any warranties or service agreement made or assigned to Lessee by the initial Lessor named herein. Lessee shall, during the term of this Agreement, keep a complete and accurate record of such sale, assignment or transfer in form necessary to comply with Section 149(a) of the Internal Revenue Code, as amended, and the regulations, promulgated thereunder.

17. *Personal Property.* The Equipment is and shall at all times be and remain personal property.

18. *Lessor's Right to Perform for Lessee.* If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. *Interest on Default.* If Lessee fails to pay any payments specified in Paragraph 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor charges at the highest rate permitted by law, but not to exceed 1.5% per month.

20. *Notices.* Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. *Security Interest.* As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its heirs, successors, assigns and personal representatives, a security interest in the Equipment, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Equipment is located or any other State which may have jurisdiction over the Equipment. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Equipment or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction.

22. *Miscellaneous.*

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the Equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Equipment and the books and records of the Lessee with respect thereto are located.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation or any other covenant or

obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to the Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Equipment is located.

(d) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Agreement.

(f) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(g) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(h) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of September 2024.

LESSOR:

LESSEE:

POWER MOTIVE CORPORATION

SAN JUAN COUNTY

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

5000 VASQUEZ BLVD.

PO BOX 466

DENVER, CO 80216

Silverton, CO 81433

THE STATE OF COLORADO

COUNTY OF SAN JUAN

Before me, the undersigned authority, on this day personally appeared _____ of SAN JUAN COUNTY known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Lessee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act deed of said corporation.

Given under my hand and seal of office this 25th day of September 2024,

Notary Public in and for the State of Colorado

My Commission Expires:

(SEAL)

(over)

BILL OF SALE AND ASSIGNMENT

For valuable consideration paid to POWER MOTIVE CORPORATION ("Assignor"), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Komatsu Financial Limited Partnership, a Delaware Limited Partnership ("Assignee"), all of Assignor's right, title and interest in, to and under (a) the Equipment Lease-Purchase Agreement (the "Agreement"), (b) the property described in Exhibit A to the Agreement, (the "Equipment"), and (c) all payments now or hereafter due or payable pursuant to the Agreement, including but not limited to, rental, purchase option, renewal and termination payments, and agrees to forever warrant and defend the Equipment unto Assignee and its successors from and against the lawful claims of all persons whomsoever. Assignor agrees that Assignee may in Assignor's name endorse all accompanying notes and all remittances received, and Assignor gives express permission to Assignee to release, on terms satisfactory to Assignee, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment of Lessee or any other persons obligated on the Agreement or on any accompanying note or guaranty, without notice to Assignor and without affecting Assignor's obligations hereunder. Assignor shall have no authority to, and will not, without Assignee's prior written consent, accept collections, repossess or consent to the return of the property described in the Agreement or modify the terms thereof or of any accompanying note or guaranty. Assignee's knowledge at any time of any breach of or non-compliance with any of the foregoing shall not constitute any waiver by Assignee. Assignor waives notice of acceptance hereof.

Dated as of September 25, 2024.

ASSIGNOR: POWER MOTIVE CORPORATION

BY: _____

(Title)

This assignment is made subject to the terms and conditions of the financing agreement presently in effect between the Assignor and the Assignee, which specifically sets forth all of the rights and obligations of the Assignor and the Assignee with respect to Retail Contracts, and incorporates without limitation, the representations and warranties made by Assignor to Assignee with respect to retail contracts, any accompanying notes, guaranties or other documents relating thereto.



Willy Tookey <admin@sanjuancolorado.us>

Trail Work Day & Grand Opening Coming Soon!

1 message

Silverton Singletrack Society <info@silvertonsingletracksociety.org>
Reply-To: Silverton Singletrack Society <info@silvertonsingletracksociety.org>
To: admin@sanjuancolorado.us

Mon, Sep 23, 2024 at 8:29 AM

[View this email in your browser](#)



Silverton Singletrack Society

2024 Trail Building Is In Full Swing



We're excited to update you about progress during our second season of building Baker's Park!

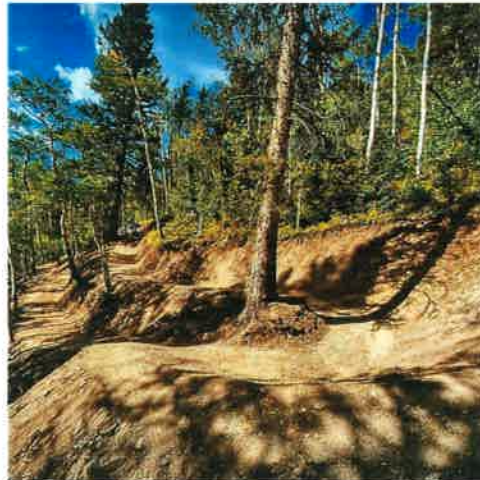
Construction kicked off again in June with San Juan County's road and bridge crew completing excavation work on the trailhead parking area and driveway.

In July, trail work resumed with a 4-person team from the International

Mountain Bicycling Association's Trails Solutions group supported by a crew from the Southwest Conservation Corps.

We are getting close to completing the lower loop in Phase One (see map above) and expect this 7-mile beginner/intermediate loop to be finished by mid-October, at which point it will officially open to the public.

Stay tuned for more info about our Grand Opening Celebration next month - details coming soon. We can't wait to ride a celebratory lap with you!





Trail Work Day - Saturday, September 28th

Join Silverton Singletrack Society and the Bureau of Land Management for a fun afternoon of trail construction and outdoor camaraderie on Saturday, September 28th from 1 - 4 pm as we celebrate National Public Lands Day! The meetup location is the Bakers Park trailhead on County Road 110, about 0.7 miles north of Memorial Park at the point where the pavement ends (the Baker's Park parking lot is up the driveway on the right). Bring work gloves, sturdy shoes, sunscreen and water. You'll work alongside experienced crew leaders from the BLM and SSS. We'll provide the tools—you bring the enthusiasm!

Boost Baker's Park!

The Baker's Park project would not be where it is today without the generosity of individuals like you! We are continuing to raise funds to see this project through to its completion, and every dollar counts. Visit our GoFundMe campaign, show your support, and help leave a legacy that will impact future generations!

[Donate Now](#)



THANK YOU PARTNERS



Funds for this project were awarded by Great Outdoors Colorado (GOCO), which receives a portion of Colorado Lottery proceeds, to the Colorado Youth Corps Association for use by accredited conservation service corps. The goal of the program is to employ crews throughout the state on critical outdoor recreation and land conservation projects in partnership with local governments and open space agencies.

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 You are receiving this email because you opted in via our website.

Our mailing address is:
 Silverton Singletrack Society
 PO Box 472
 Silverton, CO 81433-0472

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SAN JUAN COUNTY
Baker's Park Single Track
Parking Lot

	Rate/Hr.	Hours	Total
S62 T4 Bobcat Skid Steer Loader	100	40	\$ 4,000.00
936E Caterpillar Loader	180	30	\$ 5,400.00
D6 Caterpillar Tractor	200	30	\$ 6,000.00
John Deere 772G Road Grader	200	8	\$ 1,600.00
Colvert			\$ 600.00
Total		108	\$ 17,600.00

MEMORANDUM

September 25, 2024

TO: Board of County Commissioners
FR: William A. Tookey
RE: October/November Proposed Meeting Dates.

The Commissioner Meeting dates are currently scheduled for October 9th and 23rd and November 13th and Monday November 25th.

There are no issues with keeping the October 9th meeting as scheduled. The Commissioners Room is exclusively reserved from October 21st to November 5th for elections. That would require us to either reschedule the October 23rd meeting or relocate it. Because we do allow for attendance via Zoom, we would be limited to a location that also has the audio and video capacity for a Zoom meeting.

It would be my suggestion that we combine the October 23rd meeting and November 13th meeting with a single date of Friday November 8th. November 6th or 7th could also be possible meeting dates. I would then suggest that we move the Monday November 25th meeting date up to Wednesday November 20th.

These are just suggestions, and the dates and locations of the meetings are entirely at the discretion of the County Commissioners.