

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, September 10, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) August 27 (pgs 3-6); September 3 – Special Mtg (pg 7)

Resolutions:

- b) 2024-92: Accounts Payable (pg 8)
- c) 2024-93: Payroll (pg 9)

Contracts & Reports:

- d) Ratify:
 - Road Striping contract w/Stripe-A-Lot (pgs 10-12)
 - Loudy-Simpson Park Ice Arena lease w/CO Extreme (pgs 13-36)
- e) Treasurer's Report (pgs 37 & 38)
- f) Contract Amendment - Zamboni garage installation (pgs 39-41)
- g) Amendment #3 to Moffat County Group Medical Benefit Plan (pgs 42-45)
- h) Amendment #4 to Moffat County Group Medical Benefit Plan (pg 46)
- i) Compressor repair contract w/Masterworks Mechanical (pgs 47-56)
- j) Public Safety Center perimeter fence contract (pgs 57-65)

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Staff Reports:

- 1) **Planning & Zoning – Candace Miller**
 - Discussion re: T-24-01: Masa B&B, LLC - Temporary Use Application for temporary employee housing (pg 66)



9:08 AM 9/9/2024

- 2) Office of Development Services – Neil Binder & Sheriff's Office – Chip McIntyre
- Enterprise Lease Agreement for Sheriff's Office Fleet Vehicle Program (pgs 67-78)

Presentation:

- 3) Moffat County Tourism Association – Tom Kleinschnitz
- Visit Moffat County / 2024 MCTA Lodore trip report - 2025 DNM trip contemplated (pg 79)

Moffat County's YouTube link to view meeting:

https://youtu.be/9ziQrb_RfYM

OR

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

Adjournment

The next scheduled BOCC meeting will be Tuesday, September 24, 2024 - 8:30 am

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



9:08 AM 9/9/2024

Moffat County Board of County Commissioners
1198 W Victory Way Ste 104 Craig, CO 81625

August 27, 2024

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Angie Boss; Jeff Comstock; Chris Nichols; Chip McIntyre; Paula Belcher; Jennifer Riley; Rachel Bower; Kristin Grajeda; Candace Miller; Neil Binder; Dan Miller

**Call to Order
Pledge of Allegiance**

Commissioner Villard called the meeting to order at 8:30 am

Commissioner Bohrer is out of town.

Villard made a motion to approve the agenda as presented. Broom seconded the motion. Motion carried 2-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) August 23

Resolutions:

- b) 2024-87: P-Card Payments
- c) 2024-88: Accounts Payable
- d) 2024-89: Payroll
- e) 2024-90: Transfer of Intergovernment Funds for the month of August 2024
- f) 2024-91: Voided Warrants for the month of August 2024

Contracts & Reports:

- g) Department of Public Health/Colorado Department of Public Health & Environment contract Amendment #1 for Emergency Preparedness Response
- h) Department of Human Services Mental Health Services contract w/Shift Counseling Services
- i) ~~DATAFY contract~~
- j) ~~Loudy Simpson Park Ice Arena lease w/CO Extreme~~
- k) Ratify:
 - Memo of Understanding w/Yampa Valley Regional Transportation Authority

Villard made a motion to approve the consent agenda items A-K, excluding items I & J. Broom seconded the motion. Motion carried 2-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

There was no Public Comment or General Discussion

Staff Reports:

Road & Bridge Department – Dan Miller

- Bid recommendation(s): (see attached)

➤ Road Striping

Miller explained that the Road & Bridge Department advertised a bid for 50 miles of road striping with the possibility of added miles, dependent on current pricing. The budgeted amount was \$100,000.

Two bids were received:

Stripe-a-Lot, Inc. (Montrose, CO)	\$96,893.25
Straight Stripe Painting (St. George, UT)	\$140,640.08

Miller recommended that the road striping bid be awarded to Stripe-a-Lot.

Broom made a motion to award the bid for road striping be awarded to Stripe-a-Lot for \$96,893.25. Villard seconded the motion. Motion carried 2-0.

➤ Shop Truck

The Road & Bridge Department advertised a bid for a new shop truck with a budget of \$130,000. One bid was received from Victory Motors of Craig.

The bid was broken down as follows:

- 2024 Ram 5500 Cab & Chassis	\$67,800
- Trade-in for 2006 F550	(\$8000)
- Retrofit existing box and accessories	\$12,000
- Additional leaf springs to support crane	<u>\$2900</u>
TOTAL	\$74,700

Miller recommended the bid for a new shop truck be awarded to Victory Motors of Craig.

Broom made a motion to award the bid for a new Road & Bridge Department shop truck to Victory Motors of Craig for \$74,700. Villard seconded the motion. Motion carried 2-0.

Department of Human Services – Kristin Grajeda & Human Resources Department – Rachel Bower

- Discuss Department of Human Services Salary Adjustments (see attached)

On behalf of the Human Resources Department, Bower requested salary increases for all Department of Human Services staff and the addition of another child welfare supervisor position and a part-time self-sufficiency case manager. Over the last 5 years, Moffat County has struggled to fill and retain positions. DHS staff are faced with extreme burnout, high stress situations, and secondary trauma. Child welfare workers specifically experience working late nights, weekends, on-call rotation and high workloads.

Unlike most county departments, DHS is generally reimbursed 80% through state and federal allocations. The proposed salary increases would be effective September 1, 2024; estimated additional cost to the County through the remainder of the 2024 Fiscal year would be \$47,122.69. This cost is anticipated to be covered through vacancy savings and expected under expenditures.

Bower emphasized that the County is mandated by Title 26 to run and operate DHS services with, or without staff, therefore for making it critical that the BCC consider and approve the attached pay structure and staffing changes.

The Commissioners thanked Bower & Grajeda for all of their work on this and for holding a workshop with the state to explain the allocations and program dollars that come from that end.

Broom moved to approve the salary and staff changes for Department of Human Services for the estimated additional cost of \$47,122.69 for the remainder of the 2024 fiscal year and the estimated additional cost for the 2025 fiscal year of \$72,907.83. Villard seconded the motion. Motion carried 2-0.

Villard also commented that, normally, there is a budget process for this type of request, but decisions needed to be made in advance of doing any interviewing/hiring.

Presentation:

Memorial Regional Health – Jennifer Riley & Paula Belcher

- Hospital Transformation Program (see attached)

Belcher is the Director of Population Health for Memorial Regional Health. This presentation regards a program through the Colorado Department of Health Care Policy & Financing (HCPF), which has to do with Medicaid reimbursement. HCPF is trying to facilitate a transition from pay for service to pay for performance (value-based care). 86 hospitals across the state are participating in the program. Memorial Regional Health has been participating in this program for six years.

Program goals are:

- Improve patient health outcomes
- Lower the cost of health care
- Improve collaboration

Program priority areas:

- Improve behavioral health and substance use disorder treatment coordination
- Outreach and engagement with core populations
- Address social needs that impact health
- Support the creation and implementation of clinical and operational efficiencies

Meeting adjourned at 9:20 am

The next scheduled BOCC meeting is Tuesday, September 10, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Moffat County Board of County Commissioners
1198 W Victory Way Craig, CO 81625

September 3, 2024 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Erin Miller, Deputy Clerk & Recorder; Dan Miller; Bruce White

Call to Order

Commissioner Bohrer called the meeting to order at 8:30 am

Commissioner Broom was absent

Road & Bridge Department – Dan Miller & Bruce White

- Present contract for dozer rentals for Landfill cell construction project (see attached)

Miller gave a brief overview of the construction process for the new landfill cell (90,000 square feet) and the reason they would need to lease these specialized dozers for two weeks.

Villard moved to accept the dozer rental agreements with John Deere for the Landfill cell construction project as presented. Bohrer seconded the motion. Motion carried 2-0.

Meeting adjourned at 8:33 am

The next scheduled BOCC meeting is Tuesday, September 10, 2024

Submitted by:
Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2024-92
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF SEPTEMBER 2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	9/10/2024		
General	110	<u>\$59,759.94</u>	CR	0010.7000
Road & Bridge	200	<u>\$330,817.95</u>	CR	0020.7000
Landfill	240	<u>\$9,087.95</u>	CR	0070.7000
Airport	260	<u>\$361.30</u>	CR	0120.7000
Emergency 911	270	<u>\$75.12</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211	<u>\$52.72</u>	CR	0060.7000
Library	212	<u>\$1,002.10</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$2,116.74</u>	CR	0280.7000
Health & Welfare	720	<u>\$75,515.94</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,097.82</u>	CR	0170.7000
Internal Service Fund	710	<u>\$575.40</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$741.33</u>	CR	0320.7000
PSC - JAIL	210	<u>\$10,040.93</u>	CR	0072.7000
Human Sevices	220	<u>\$2,922.63</u>	CR	0030.7100
Public Health	250	<u>\$1,559.85</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$6,260.58</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$753.56</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$40,775.39</u>	CR	0050.7000
To Fund Warrant		<u>\$543,517.25</u>	DR	

Adopted this 10th day of September, 2024

Chairman

RESOLUTION 2024-93
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 8/31/2024

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 9/13/2024

FROM FUND:			
General	0010.7000	\$257,663.51	cr
Road & Bridge	0020.7000	\$146,729.94	cr
Landfill	0070.7000	\$15,049.52	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,482.63	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$5,958.77	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
PSC Jail	0072.7000	\$59,676.19	cr
Human Services	0030.7100	\$65,211.49	cr
Public Health	0065.7000	\$13,262.54	cr
SM I	0168.7000	\$3,286.98	cr
SM II	0169.7000	\$3,894.00	cr
TO FUND:			
Warrant	0100.1000	\$586,126.70	dr

Adopted this 10th day of September, A.D. 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

MOFFAT COUNTY
ROAD DEPARTMENT
P. O. BOX 667
CRAIG, COLORADO 81626
Phone 970-824-3211 – Fax 970-824-0356

NOTICE OF AWARD

TO: STRIPE A LOT, INC.

PROJECT DESCRIPTION: 2024 STRIPING PROJECT

The County, represented by the undersigned, has considered the bid submitted by you for the above-described work in response to its Invitation to Bid dated the 26th day of July 2024.

You are hereby notified that your bid has been accepted for the Moffat County 2024 Striping Project in the amount of Ninety Six Thousand, Eight Hundred Ninety Three Dollars and 25/100 (\$96,893.25).

You are required by the Instruction to Bidders to execute the Agreement and furnish Contractor's Performance Bond (A1A Document A311) and Labor and Material Payment Bond (A1A Document A311), within fifteen (15) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said bonds if required within fifteen (15) days from the date of this Notice, said County will be entitled to consider all your rights arising out of the County's acceptance of your bid as abandoned and as a forfeiture of any Bid Surety, if required. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this 28th day of AUGUST 2024

MOFFAT COUNTY, COLORADO

BY: [Signature]

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

This 28 day of Aug, 2024

BY: [Signature]
Title: President

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

- 8.3 APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue of any suit, right, or cause of action arising under, or in connection with this Agreement shall be exclusive in Moffat County, Colorado.
- 8.4 AUTHORITY: Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.
- 8.5 COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, Owner or Contractor on this Agreement and any modification hereto shall be effective for all purposes.
- 8.6 FORCE MAJEURE: Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war and acts of God.
- 8.7 SEVERABILITY: Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ROAD DEPARTMENT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on 9/3/2024, 2024.

OWNER: Moffat County Board of
County Commissioners

CONTRACTOR: Stripe A Lot, Inc

BY:

[Signature]
Chair
Board of County Commissioners

BY:

Denise C. All President

ATTEST

Erin Miller

(CORPORATE SEAL)

ATTEST

David P. Callahan V.P.

Address for giving notices:

Moffat County Board of
County Commissioners
1198 West Victory Way
Craig, Colorado 81625

Address for giving notices:

Stripe A Lot, Inc
P.O. Box 1957
Montrose Co 81402
970-249-7588

Moffat County Road Department
Dan Miller, Director
P. O. Box 667
Craig, CO 81626



E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If Contractor violates this provision of this Contract, the Owner may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The Owner will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Owner terminates the Contract for such breach.

Dated this 30th day of August, 2024.

[CONTRACTOR] Stripe 4 Lot, Inc

By Denise C. Allison, President
Signature

Denise C. Allison
[Printed Name]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease" or "Lease Agreement") is made and entered into this 26th day of August 2024, by and between **MOFFAT COUNTY**, a body politic, through the Moffat County Board of County Commissioners, State of Colorado (hereinafter referred to as "Lessor"), and **COLORADO EXTREME HOCKEY ASSOCIATION**, a Colorado nonprofit corporation ("Lessee"). Lessor and Lessee are sometimes collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

- A. Lessor holds title to the Premises (defined below) and has the legal authority to enter into this Lease, pursuant to C.R.S. §30-11-101.
- B. Lessee desires to obtain a triple net lease of the Premises pursuant to the terms contained herein for the purpose of operating, managing, and maintaining an ice arena and recreational area and providing related services to the public, as well as holding events such as tournaments and junior league hockey games.
- C. Lessor desires to promote safe, enjoyable, and high-quality recreational experiences for residents and visitors in Moffat County, including the Lease of the Premises to Lessee.
- D. Lessor has determined that it is in the best interest of Moffat County to lease the above-described Premises to Lessee upon the terms and conditions enumerated below.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, Lessor does hereby lease, let, and demise to Lessee, and Lessee does hereby take and rent from Lessor, that certain premises commonly known as the **Moffat County Ice Arena**, including the non-exclusive right to use the walkways adjacent to the premises, (hereinafter referred to as the "Leased Premises" or "Premises") located at **600 South Ranney Street, Craig, Colorado 81625** and situation on a portion of the parcel of land with a legal description of:

A parcel of land in the SESENW of Section 12, in Township 06 North, Range 91 West, situated in the County of Moffat and State of Colorado, containing approximately 0.54 acres or 25,500 sq. ft. (the "Property"), and generally including the building outlined in red (the "Building") and adjacent walkways to the Building, as generally depicted on Exhibit A attached hereto and incorporated herein by this reference

TO HAVE AND TO HOLD the Leased Premises for the term and at the rental hereinafter provided upon the conditions and terms hereinafter set forth.

Parking: For the Term, Lessor grants to Lessee and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of the parking spaces located upon the Property adjacent to the Building and the adjacent walkways (the "Parking License").

The Parking License shall be effective for the term of the Lease as defined below and shall include the right to install one or more temporary trailers for showers, restrooms and locker rooms by Lessee in order to facilitate a junior league hockey program and related hockey programs. Lessee acknowledges that the parking spaces are shared by the adjacent baseball field.

The Lease of the Premises also includes the right to use the equipment and supplies currently located in the Premises on the date of entering into the Lease by the Parties, including the 2023 Olympia Ice Conditioner, ice refrigeration units, and a chiller (collectively, the "Ice Equipment"), and the rental skates, and related skating items and curling stones (collectively, the "Supplies").

ARTICLE 1: TERM. The initial term of this Lease Agreement ("Initial Term") shall commence on August 19, 2024, and shall extend through July 31, 2028.

OPTION FOR RENEWAL Lessee has the option to extend this Lease (the "Extension Option") for two (2) additional terms of four (4) years each, with each additional term commencing on August 1 through July 31 of the applicable year (each extension term and collectively, the "Extended Term"), subject to the terms of this Lease, unless sooner terminated as hereinafter provided. Each Extension Option may be exercised by Lessee notifying Lessor in writing it is exercising the right to extend the Term, delivered to Lessor not later than sixty (60) days nor earlier than one hundred eighty (180) days prior to the expiration of the then-expiring Term. The Extended Term of the Lease shall be upon the same terms, covenants, and conditions as set forth in this Lease, provided that Base Rent will be subject to any increase described in ARTICLE 3 below. The Initial Term, and any Extended Term is referred to herein as the "Term".

ARTICLE 2: SECURITY FOR LESSEE'S OBLIGATIONS. Upon the mutual execution and delivery of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand and 00/100 Dollars (\$2,000.00) as security for the full and faithful performance by Lessee of the terms of this Lease, to be held by Lessor in a non-interest-bearing account (the "Security Deposit").

If, at any time during the Term of this Lease, any of the rental due shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid (following any applicable notice and cure period), then Lessor shall have the right, at its option, to appropriate and apply any portion of the Security Deposit to the payment of any such overdue rental or other sum. In the event of the failure of Lessee to keep and perform any of the other terms, covenants, or conditions of this Lease to be kept and performed by Lessee that remain unsatisfied following any applicable notice and cure period, then Lessor shall have the right, at its option, to appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate Lessor for any loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee.

Should the Security Deposit or any portion thereof be appropriated and applied by Lessor hereunder, the Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in funds to restore the Security Deposit to the original sum deposited, and Lessee's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease.

Return of Security Deposit: If Lessee shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions

of the Lease, together with a statement, shall be returned to Lessee without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord. Lessor shall have the right to commingle the Security Deposit with other funds of Lessor.

ARTICLE 3: RENT. Lessee agrees to pay to Lessor as rental for the use and occupancy of the Leased premises, at the times and in the manner herein provided, the following sums of money, to wit:

- a. **Base Rent.** Annual rental shall be One Thousand Dollars (\$1,000.00) per year for the Initial Term of this Lease (“Base Rent”). Such Base Rent shall commence August 19, 2024, and be payable annually in advance on the 1st day of each year during the Term hereof. If an Extension Option is exercised by Lessee under Article 1, Base Rent shall be subject to increase at a rate set by Lessor, at Lessor’s option, provided that such Base Rent for Extended Term shall not exceed \$5,000 per lease year of the Term. Lessor will notify Lessee of any such increase for an Extended Term at least 90 days prior to the then-expiring Term.
- b. **LATE PAYMENT PENALTY.** If all or any part of the Base Rent or other sums due under this Lease is delinquent and is received by Lessor later than ten (10) days after the date the same is due, then Lessor may charge and assess, and Lessee agrees to pay, a late payment penalty of 12% of the amount of such delinquent Base Rent or other sum due, in addition to any interest for which Lessee may be liable under this Lease.

ARTICLE 4: MAINTENANCE AND REPAIR OF THE PREMISES; CONDITION AND ACCEPTANCE OF THE PREMISES.

Condition and Inspection of the Premises: Lessee is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Lessor makes no representations or warranties as to the physical condition of the Premises or the Property or their suitability for Lessee’s intended use. In the event that Lessor agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises or any allowance for improvements to be effected by Tenant, such work or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease (“Work Letter”). Other than the work, if any, to be performed pursuant to Lessee’s Work Letter, the Premises are rented “as is,” in current condition, and all warranties are hereby expressly disclaimed and Lessee accepts the Premises as a pure triple net lease, except as otherwise provided herein.

Walk Through Inspection: Lessor and Lessee will conduct an inspection of the Premises including the Ice Equipment and Supplies at the time of possession (see Exhibit C and Exhibit D for a checklist to be updated upon such walkthrough). A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, LESSOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WITH

RESPECT TO THE PREMISES, AND LESSOR SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED WARRANTIES OR WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHERMORE, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LESSOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE, INCLUDING, WITHOUT LIMITATION, ASBESTOS, PCB, AND RADON. LESSEE ACKNOWLEDGES THAT LESSEE IS A SOPHISTICATED LESSEE WHO IS FAMILIAR WITH THIS TYPE OF PREMISES AND THAT, SUBJECT ONLY TO THE EXPRESS WARRANTIES ABOVE SET FORTH, LESSEE IS LEASING THE PREMISES "AS IS AND WHERE IS" IN ITS PRESENT STATE AND CONDITION.

Repairs and Maintenance of the Premises: The Lessor shall maintain the (i) foundation, exterior walls, roof and structural elements of the Building, common elements of the Building, and the adjacent property, all in good condition and repair (such items required to be maintained by Lessor, collectively, the "Lessor Maintenance Items"). The Lessee agrees to keep all other improvements of the Premises other than the Lessor Maintenance Items in good condition and repair (such items required to be maintained by Lessee, collectively, the "Lessee Maintenance Items"), provided, however, that if any one element of the Lessee Maintenance Items requires repair or replacement in excess of \$50,000 for any such item, the Parties will meet in good faith to agree on a shared cost for repair or replacement of such item. It is the intent of the Parties to address the cost-sharing of the items estimated to cost more than \$50,000 for Lessee to repair on a case-by-case basis.

In addition, the Lessor shall keep all driveways, sidewalks and parking areas adjacent to the Premises free and clear of ice and snow.

ARTICLE 5: UTILITIES. Water and sewage, electric, gas, and telephone shall be the responsibility of Lessee. Lessee shall, at Lessee's own expense, pay all deposits, service connections, service repairs, fees, and charges for all water, sewer, telephone, electricity and gas, and all other utilities used on the Premises from and after execution hereof and shall indemnify and save Lessor harmless against any liability or damages on such account. Lessor shall not be liable to Lessee for damage or otherwise if any utility line or appurtenance breaks or leaks or otherwise fails in any way from any cause, or if any utility is interrupted, stopped, or terminated because of necessary repairs, installation, improvements, or due to any casualty except for the willful misconduct or gross negligence of Lessor.

ARTICLE 6: PERSONAL PROPERTY TAXES. Lessee agrees to pay on a timely basis when due any personal property taxes for Lessee's personal property, if any, located on the Premises.

ARTICLE 7: POSSESSION AND USE. Lessee shall use or cause the Leased Premises to be used for the sole purposes of operating, maintaining, and managing the Moffat County Ice Arena (sometimes referred to herein as the "Facility"), which will include developing and operating a hockey and related recreational programs, including, without limitation, tournaments, hockey games, hockey camps, public

skating, and related uses (such as indoor roller hockey during off season times if advisable by Lessee, wellness events and other public and recreational events), and including the option to rent ice times to a juniors hockey program and other private ice sessions and events (such uses, collectively, the "Program"). As part of the Program, Lessee may offer food and beverage sales and related retail sales. Such sales may include alcoholic beverages, subject to Licensor obtaining a liquor license. The Facility must be open to the public while holding "public" events such as hockey tournaments and open skating. The permitted use outlined in this Section 7 is referred to herein as the "Permitted Use". Lessee shall not use, nor permit the Leased Premises to be used, for any other purpose other than the Permitted Use without first obtaining Lessor's written consent.

Lessee covenants and agrees that in managing the Program, Lessee will:

- a. Lessee will equip, operate, and maintain the Facility according to Ice Arena industry standards and in accordance with all applicable Federal, State and local laws, rules and regulations and any public health and safety standards regulations (collectively, the "Laws");
- b. Lessee will be open to the public a minimum of 2 hours every day during seasonal operations, at times as determined by Lessee.
- c. Lessee will employ a sufficient number of employees to operate a successful program, including customer service staff, ice management staff, and janitorial staff, as reasonably determined by Lessee.
- d. All personnel employed by the Lessee in the performance of its operations shall be employees of Lessee and not of the Lessor.
- e. The Lessor may conduct periodic inspections to ensure that the Lessee is in compliance with public health and safety standards and the provisions of this Lease Agreement. Lessee shall have five (5) business days to correct any violations, except that if such violation requires more time to remedy the violation due to the nature of the violation, Lessee shall have an additional period of time to remedy the issue, not to exceed sixty (60) days; provided that Lessee is diligently pursuing the remedy of the violation to completion. Failure to correct deficiencies found upon inspection and may result in termination of this Lease, subject to all applicable notice and cure periods.
- f. The Premises and Supplies shall be kept by Lessee in a neat, orderly, clean, and good condition, including the removal of all litter and refuse from Premises;
- g. any sign placed by Lessee, shall be kept by Lessee safe, secure, and in good condition and shall conform to any applicable Laws;
- h. As part of the Program, Lessee will continue to offer ice time to the current users of the Premise in its operation of the Leased Premises, including the local Hockey Association, the curling group, and public skaters;

- i. Lessee will provide a minimum of one (1) Paramedic and/or EMT and one (1) off duty law enforcement officer for large events such as tournaments, if required for compliance with any applicable laws;
- j. Lessee will provide a monthly schedule of events by the first of every month of operation; provided that such schedule may change from time-to-time in the normal course of managing the Program and some events may occur upon less than a month's notice.
- k. Lessee shall advise the Lessor, through the BOCC Office Administrator at: emiller@moffatcounty.net, one (1) month in advance whenever a major event is scheduled (or as soon as reasonably practicable for those events that occur on shorter notice), to assist Lessor in coordination of other bookings within the adjacent Loudy Simpson Park.
- l. Lessee will obtain all necessary licenses, permits, and approvals as set forth in the Lease or required by applicable Laws, and will abide by all applicable health, safety, and environmental codes and regulations, including public health orders and/or fire restrictions and any applicable public health and state standards for food service and any liquor license requirements.
- m. Environmental Compliance and Indemnity; Hazardous Material Prohibited Lessee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractor, licensees or invitees other than normal household items used in accordance with all Laws. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Lessee is responsible to Lessor for resulting damage, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses. Lessor represents and warrants that Lessor is not aware of any existing hazardous materials existing or previously released at the Premises in violation of any Laws as of the date of the mutual execution of this Lease and Lessor shall indemnify, defend, and hold Lessee harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses in violation of this representation and warranty. The provisions of this Section 7(l) shall survive the expiration or termination of this Lease.
- n. Lessee will neither hold nor attempt to hold Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury, or accident to the Premises by reason of the negligence or willful misconduct of Lessee.
- o. to deliver up and surrender to the Lessor possession of the Premises at the expiration or termination of this Lease by lapse of time or otherwise, in as good repair as Lessee obtained the same at the commencement of the Term, excepting only ordinary wear and tear.

ARTICLE 8: ICE EQUIPMENT AND SUPPLIES MAINTENANCE. Lessee agrees to be responsible for the maintenance and timely repair or replacement of the Ice Equipment and Supplies as follows:

- a. Lessee agrees to have refrigeration equipment inspected annually by a certified technician, and to provide Lessor with a receipt and copy of said inspection.
- b. Lessee shall maintain the Ice Equipment in good condition at its sole cost and expense up to a cap of \$50,000 for any one item (such as the existing ice chiller which may need repairs or replacement, or the existing rink ice conditioner). If the estimated cost for repairs or replacement of any such item is estimated to cost more than \$50,000, then Lessee will notify Lessor of such item and the Parties will meet in good faith to discuss the allocation of cost sharing, provided that in no event will Lessee be responsible for more than 50% of the cost to repair or replace such item, with Lessor paying the other 50%. By way of example, if such item is estimated to cost \$60,000 to repair, and the Parties do not agree on Lessor paying for more of the cost, then the Parties will share the cost equally at \$30,000 each. In addition, if such item estimated to cost more than \$50,000 to repair or replace and requires immediate repairs or replacement for Lessee to continue to operate the Program, then Lessee may proceed to undertake such repairs or replacement immediately and Lessee will provide Lessor with a copy of such invoice for the replacement or repair of such item, and Lessor will promptly reimburse by Lessee for its 50% share (or such greater amount agreed to by the Parties following discussion between the Parties). As clarification, the cost sharing between the Parties outlined in this Section 8.b. is on a per item basis at any time during the Term and not cumulative or during any period of time (by way of example, if the ice chiller and ice conditioner both require repair in a lease year, then each item will be subject to the \$50,000 cap). It is the intent of the Parties to address the cost sharing of these items on a case-by-case basis, subject to the above cap on Lessee's expense.
- c. Any required replacement of the Ice Equipment and/or Supplies determined necessary or desirable by Lessee will be paid by Lessee. Such replacements furnished by Lessee shall remain the personal property of Lessee. By way of example, if Lessee elects to purchase a new ice conditioner at its sole cost and not repair the existing one, such ice conditioner will be the personal property of Lessee.

ARTICLE 9: ALTERATIONS TO PREMISES. Lessee shall not make or permit to be made any non-structural alterations, additions, or changes to the Premises without the prior written consent of Lessor, except that Lessee may make non-structural alterations to the Premises to improve the same for the Program provided that the estimated cost for such repairs or alterations does not exceed \$75,000 for any such improvement. All work with respect to any permitted alterations, additions, or changes shall be done at Lessee's sole expense and in a good and workmanlike manner and shall be diligently prosecuted to completion to the end, *inter alia*, that the entire Leased Premises shall at all times be open for business as provided in *Article 7*, except during the period necessarily required for such work. Any alterations and/or improvements to the Leased Premises shall comply with all Laws and will become part of the Premises and shall be owned by Lessor upon termination of this Lease.

Lessor has informed Lessee that the ice arena is not suitable at the present time to support a year-round ice arena. Lessee may make alterations to the Premises to develop the Program, all in accordance with this Article 9, Lessee agrees upon the expiration or earlier termination of this Lease to redeliver and

surrender the Leased Premises, including any alterations to Leased Premises, to Lessor in good and condition and repair, reasonable wear and tear excepted.

In the event Lessee makes changes or alterations to the building presently located on the Premises as provided herein, Lessee agrees that in all cases any such changes or alterations shall be made subject to the following additional conditions, which Lessee agrees to observe and perform:

- a. For work that exceeds the estimated cost of \$75,000, prior to commencing any work on the Premises, Lessee will supply Lessor for review and approval with a copy of the plans, specifications, and drawings that Lessee has submitted to the appropriate authorities in order to obtain any necessary building permits for that work (collectively, the "Plans"). Lessor will respond to Lessee with any comments to the Plans within fourteen (14) days and if Lessor does not respond in such timeframe, the Plans will be deemed approved.
- b. No work shall be made at any time which shall impair the structural soundness or diminish the value of the Building.

ARTICLE 10: INSURANCE/INDEMNIFICATION.

10.1 Negligent Damages: Lessee shall be responsible for and reimburse Lessor for any and all damages to the Premises or Property and persons and property therein caused by the negligence, gross negligence, recklessness, or intentional acts or willful misconduct of itself, its employees, agents, invitees, licensees, or contractors.

10.2 Liability Indemnification/Insurance: Lessee shall hold Lessor, Lessor's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of 's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Lessee, its employees, agents, invitees, licensees, or contractors. Such indemnification by Lessee hereunder shall be effective unless such damage results from the negligence, gross negligence, recklessness, intentional acts or willful misconduct of Lessor or any of its duly authorized agents or employees. Lessee shall maintain public liability insurance insuring Lessor and Lessor's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than five million dollars (\$5,000,000) arising out of any one occurrence and five million dollars (\$5,000,000) in the aggregate, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Lessee's business, including, but not limited to, events on the Premises and anywhere upon the Property. Lessee shall also obtain coverage in the amount of five million dollars (\$5,000,000) per occurrence covering Lessee's contractual liability under the aforesaid indemnification clauses.

10.3 Fire/Casualty Insurance: Lessee shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Lessee may deem prudent, covering Lessee's stock in trade, fixtures, furniture, furnishings, as applicable and the Ice Equipment in the Premises.

10.4 Insurance Requirements: All of Lessee's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Lessor shall name Lessor as an additional insured thereunder and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Lessor, if available. The policies or duly executed certificates for such insurance shall be provided to Lessor prior to commencement of Term and upon request of Lessor.

10.5 Waiver of Liability: Lessor and Lessor's agents and employees shall not be liable for, and Lessee waives all claims for, damage to property sustained by Lessee, employees, agents or contractors, or any other person claiming through Lessee, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Lessor's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

10.6 Third-Party Liability: Lessee shall not be liable to Lessor for any damage by or from any act or negligence of any co-tenant, invitee, guest, owner or other occupant of the Building or Property (such as by way of example, the occupant of the excluded portion of the Building or the occupants or invitees of the parking lot and adjacent baseball fields), or by any owner or occupant of adjoining or contiguous property, whose presence on the Premises does not arise by, through, or under Lessee's occupancy under this Lease.

10.7 Lessor Insurance: Insurance shall be procured by Lessor in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Lessor and Lessee shall have no interest in the same. Notwithstanding the foregoing, Lessor agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

10.8 Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Lessor, its agents, or employees, by reason of any obligation on Lessee's part to be performed under terms of the Lease or arising from any act of Lessee or its agents or employees, or which gives rise to Lessee's obligation to indemnify Lessor, Lessee shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

10.9 Waiver of Subrogation. Any policy of insurance procured by Lessee under this Agreement shall contain waivers of subrogation against Lessor and Lessee shall likewise provide evidence to Lessor of such waiver of subrogation in favor of Lessor.

ARTICLE 11: MECHANIC'S LIENS. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Leased Premises of a character which will or may result in liens on Lessor's interest therein, and Lessee will keep the Leased Premises and the Building of which the Leased Premises are a part free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage, costs, and expenses, including attorneys' fees, on account of claims and claims of liens of laborers or materialmen or others for work performed for, or materials or supplies furnished to, Lessee or persons claiming under it.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered for work arising under Lessee, Lessee shall pay and satisfy the same at once. If Lessee shall at any time fail, neglect, or refuse to satisfy any such lien, then Lessor shall have the option (but shall not be required to) to satisfy such lien and any amounts paid therefore by Lessor shall be deemed additional rent and shall be paid by Lessee to Lessor at the next rental payment date after any such payment, and shall bear interest at the lesser of (a) the maximum rate permitted by law, or (b) twelve percent (12%) per annum from the respective due dates until paid.

Should any claims of lien be filed or recorded against the Leased Premises or the Building or any action affecting the title thereto be commenced, Lessee shall give Lessor written notice thereof as soon as it has knowledge thereof.

At least five (5) business days prior to the commencement of any permitted work on the Leased Premises, Lessee shall notify Lessor of the proposed work and the names and addresses of the persons supplying labor or materials for the proposed work so that Lessor may avail itself of the provisions of statutes such as 38-22-105(2), Colorado Revised Statutes ("C.R.S.") Lessor and its representatives shall have the right to go upon and inspect the Leased Premises at all reasonable times and shall have the right to post and keep posted thereon notices such as those provided for by said Section 38-22-105(2), CRA or which Lessor may deem to be proper for the protection of the Lessor's interest in the Leased Premises, or to request that Lessee post such notices.

ARTICLE 12: DAMAGE AND DESTRUCTION: In the event of any damage to or destruction of the Leased Premises, Lessee shall in no event be entitled to any damages from Lessor by reason of any inconvenience or loss sustained by Lessee.

ARTICLE 13: QUIET ENJOYMENT. Except as otherwise provided in this lease Lessor agrees that Lessee, upon paying the rent and performing the covenants and conditions of this lease, may peacefully and quietly have, hold, and enjoy the Leased Premises during the Term hereof or any renewals hereof without hindrance or interruption.

ARTICLE 14: DESTRUCTION OR CONDEMNATION OF PREMISES. Lessor and Lessee's duties and responsibilities are as follows in the event that destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Lessor at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Lessee shall remain responsible for payment of Base Rent. Subparagraph (d) of this Paragraph shall apply if Lessor determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Lessor, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Lessor

d. Termination of Term: Lessee agrees that if Lessor decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Base Rent and any other sums due hereunder shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Base Rent or other sums due hereunder paid in advance for which Lessee did not have use of the Premises due to the cessation of the Term under the conditions of this Section. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and any additional sums due hereunder shall be prorated and payable up to the time of the cessation of the Term. Lessee shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

ARTICLE 15: ABANDONMENT. Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Lease for a consecutive period of forty-five (45) days or more without Lessor's consent except that any such abandonment arising from any of the following will not be deemed an abandonment: (a) damage or destruction to the Premises or a part thereof or for necessary repairs, (b) for health or safety reasons including pursuant to an order of any governmental jurisdiction having authority, or (c) Lessee's temporary closure of the ice rink during "off-season". If Lessee shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law or otherwise, all personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned, and may, at the option of Lessor, be retained by Lessor.

ARTICLE 16: ASSIGNING AND SUBLETTING. Lessee shall not sublet the Premises or any part thereof, nor assign, transfer, mortgage, hypothecate or otherwise provide any third party with any interest in the Lease, without the prior written consent of Lessor, which consent will not be unreasonable withheld, conditioned or delayed, provided that Lessee may contract to rent ice times sessions to a juniors program or charge ice fees for times the ice rink is used to other groups as part of the Program. In addition, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest of Lessee shall be deemed to violate this Article 16; provided that Lessee may assign this Lease to an entity owned or controlled by Sheldon Wolitski without the prior written consent of Lessor by providing written notice of an assignment and assumption of this Lease by such entity, and any leaseback to Colorado Extreme Hockey Association by such assignee will not be a violation of this Article 16.

ARTICLE 17: DEFAULTS. The following shall constitute defaults of Lessee hereunder:

- a. Failure of Lessee to pay in full any monthly installment of Rent or any other sum or amount due to Lessor when due after seven (7) days written notice to Lessee; or
- b. Failure to perform any affirmative obligation, covenant, or agreement of Lessee hereunder for a period of ten (10) days after written notice thereof from Lessor, except that if such obligation cannot reasonable be performed within such 10-day period, Lessee shall not be in default if Lessee shall commence such performance within such period and shall thereafter prosecute the same with diligence and continuity; or
- c. Failure to provide current proof of insurance to the Lessor within three (3) business days following request from Landlord therefor;
- d. The issuance of any attachment, execution, or other process against Lessee whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee in violation of this unless such process shall be discharged within sixty (60) days; or
- e. Any assignment, mortgage, or encumbrance of this Lease not permitted hereunder or any subletting not permitted hereunder; or
- f. Any of the following actions of Lessee: (i) applying for or consenting to the appointment of a receiver, trustee, or liquidator of Lessee or of a substantial part of Lessee's assets; or (ii) making a general assignment for the benefit of creditors; or
- g. Abandonment of the Premises in violation of Section 15 above; or
- h. The doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or the Building in violation of Section 11 hereof if the same is not released and discharged, by bonding or otherwise, within thirty (30) days thereafter.
- i. Lessor shall not exercise any rights or invoke any remedies under this Lease upon the happening of any default unless notice of such default is delivered to Lessee as provided herein and ten (10) days for any monetary default and fifteen (15) days for any nonmonetary default shall have elapsed subsequent to the receipt of such notice and such default be not cured or commenced to be cured within such time, unless the circumstances of such default require quicker compliance pursuant to a particular municipal or governmental directive referable thereto. The time period herein provided may run contemporaneously with any other time period provided for in this Lease.

In the event of a default other than a default for failure to provide proof of insurance in accordance with the terms hereof, which shall result in immediate termination of the Lease Agreement, Lessor shall send written notice to Lessee of its intention to terminate the Lease Agreement. Lessee shall have thirty

(30) days to remedy the default, except for payment of rent as described herein or the aforesaid failure to provide proof of insurance.

ARTICLE 18: REMEDIES.

a. Remedies. If the Lessee is in default as defined in Article 17, after compliance with and subject to Sections 13-40-104, C.R.S. and 13-40-107.5, C.R.S., as applicable, without notice, entry, or action by Lessor then Lessor may, at Lessor's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Lessee's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Lessor is entitled under this Lease; (d) pursue Lessor's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a default prior to expiration of the Term, Lessee shall remain responsible for the Base Rent and any other sums due under this Lease, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial default(s) under the Lease occur, Lessor may terminate Lessee's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Les shall have available any and all of the remedies listed above.

b. Abandonment: In the event of an abandonment of the Premises in violation of this Lease Lessor may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 18.c. below.

c. Re-Entry: In the event of re-entry by Lessor as a result of abandonment or an uncured default by Lessee:

(1) Lessee shall be liable for damages to Lessor for all loss sustained, including, without limitation, the balance of the Base Rent and other sums due hereunder and unpaid, court costs, and reasonable attorneys' fees;

(2) Lessee's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Lessor's option, it may be removed and stored, or disposed of at Lessor's sole discretion. Landlord shall not be deemed a bailee of the property removed and Lessor shall not be held liable for the property. Lessee shall indemnify Lessor for any expense in defending against any claim by Lessee or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Lessor's action under the term of the Lease;

c. Lessor may attempt to relet the Premises for such rent and under such terms as Lessor believes appropriate;

d. Lessor may enter the Premises, clean and make repairs, and charge Lessee accordingly;

e. Any money received by Lessor from Lessee shall be applied first to Base Rent, then any additional sums due hereunder, and other payments due; and

f. Lessee shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

All remedies herein above set forth in this Article 18 shall unless otherwise specified be cumulative and concurrent and in addition to and not in derogation of any and all remedies available to Lessor at law or in equity. No determination of this Lease or the taking or recovering of the Leased Premises shall deprive Lessor of its remedies or actions for rent or payments due, nor shall an action for rent or damages preclude Lessor's simultaneous or subsequent taking possession of the Leased Premises.

ARTICLE 19: NOTICES. Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notice or demand shall be deemed to have been duly given or served only when in writing either personally served or forwarded by prepaid certified mail, return receipt requested, to the following addresses:

TO THE LESSOR AT: Moffat County Board of County Commissioners
1198 W. Victory Way, Ste. 104, Craig, CO 81625
Email: emiller@moffatcounty.net
Telephone: 970-824-5517

With a copy to:
Moffat County Attorney's Office
1198 W. Victory Way, Suite 202, Craig, CO 81625

TO THE LESSEE AT: Colorado Extreme Hockey Association
c/o Sheldon Wolitski, President
2001 CR 100, Carbondale CO 81623
Email: sheldon@selectgroup.com
Telephone: (919) 34902980

With a copy to:
Cheryl A. Velasquez, Esq.
Waas Campbell Rivera Johnson & Velasquez LLP
420 E. Main St., Ste 210
Aspen, CO 81611
Telephone: (970) 544-4612

Notice shall be deemed received at the earlier of when actually received, posted on the premises, with email copies delivery receipt requested addressed as set forth above.

Either Party may change such address from time to time by written notice given as above provided.

ARTICLE 20: GENERAL PROVISIONS.

- a. The captions of Articles of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.
- b. Lessee agrees to permit Lessor and its authorized representatives to enter the Leased Premises at all times during usual business hours upon at least 24 hours advance notice (except in the case of a life-safety emergency) for the purpose of inspecting the same or exhibiting the same. Lessee further covenants and agrees that Lessor may go upon the Leased Premises and perform any work therein which may be necessary to comply with any Laws of any public authority or of the Board of Fire underwriters or of any similar body or that Lessor may deem necessary to prevent waste or deterioration in connection

with the Leased Premises if Lessee does not make or cause such repairs or work to be made or performed promptly after receipt of written demand from Lessor. Nothing herein contained shall imply any duty on the part of Lessor to do any such work which under any provision of this lease Lessee may be required to do, and Lessor's doing such work shall not constitute a waiver of Lessee's default in failing to do the same. No exercise by Lessor of any rights herein reserved shall entitle Lessee to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessor shall respect as is reasonably practical the Lessee's professional business practice in making repairs.

- c. Any holding over after the expiration or earlier termination of this Lease without the consent of Lessor shall be deemed to be a tenancy from month to month, at the rental and upon the terms and conditions provided for in this Lease, except that the term of this Lease shall be for one (1) month.
- d. Lessee's interest hereunder in and to the Leased Premises shall be subject to any and all covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record on the date hereof.
- e. The Parties agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and, except as otherwise provided herein, that all of the provisions hereof shall bind and inure to the benefit of the Parties, and their respective heirs, legal representatives, successors, and assigns.
- f. This Lease covers in full each and every agreement of every kind or nature whatsoever between the Parties hereto concerning the Leased Premises and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. Lessor has made no representations or promises whatsoever with respect to the Leased Premises or the Building, except those contained herein, and no other person, firm, or corporation has, at any time, had any authority from Lessor to make any representations or promises on behalf of Lessor, and Lessee expressly agrees that if any such representations or promises have been made by others, Lessee hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law, or custom to the contrary notwithstanding.
- g. In the event Lessee or Lessor fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the prevailing Party, as the term prevailing is determined by any Court of competent jurisdiction, shall be entitled to any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.
- h. All sums accruing to Lessor or Lessee under the provisions of this lease, which are not paid when due, shall bear interest at the rate of 12 percent (12%) per annum from the date when the same becomes due and payable by the terms hereof, until paid in full.

- i. All of Lessee's covenants and agreements herein contained are conditions, and the time of the performance of each is of the essence of this Lease, and the strict performance of each shall be a condition precedent to the right of Lessee to remain in possession of the Premises, to have this Lease continue in effect, and to Lessor's obligations to perform any of its covenants and conditions.
- j. The language in all parts of this Lease shall be in all cases construed simply according to its fair meaning, and not strictly for or against Lessor or Lessee.
- k. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association between Lessor and Lessee except that of landlord and tenant.
- l. The failure of Lessor to insist, in any one or more cases, upon the strict performances of any of the covenants of this lease shall not be construed as a waiver or a relinquishment of such covenant for the future. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor. One or more waivers of any covenant, term, or condition of this lease by Lessor shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by Lessor to or of any action by Lessee requiring consent or approval by Lessor shall not be deemed to waive or render unnecessary consent or approval by Lessor to or of any subsequent similar acts by Lessee. In addition to the other remedies in this Lease provided, Lessor shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions, or provisions of this lease.
- m. If any term, covenant, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect.

ARTICLE 21: ADDITIONAL PROVISIONS.

- a. **ANNUAL MEETING:** After the Initial Term of this Agreement, Lessee and Lessor shall meet annually on a date agreeable to both Parties sometime between October 1 and December 1 of each year with a representative of the Moffat County Board of County Commissioners and the Development Services Director at either a scheduled meeting or workshop with the Board of County Commissioners to discuss Lessee's usage of the Premises, including any concerns, suggestions, and/or any scheduled repairs required of the Premises.
- b. **LESSEE'S BOOKS AND RECORDS.** [intentionally omitted.]
- a. **EXCLUSION; MOFFAT COUNTY SHOP:** This Lease Agreement does not include the Moffat County Shop that shares a wall and door on the SW corner of the Facility.

- b. **ADDITIONAL LESSEE OBLIGATIONS:** Lessee, in consideration of leasing of the Leased Premises, covenants and agrees to the following:
1. Exhibit B contains the proposal sent by Lessee to Lessor for the Program. Lessee has authority to run the Program as it determines in accordance with the Provisions of this Lease.
 2. Exhibit C attached hereto contains a list of current Inventories in the Premises and Exhibit D contains the agreed upon checklist of the current facility conditions (to be confirmed at walkthrough with the joint inspection), the Ice Equipment conditions, and current inventory. * **NOTE:** Retail items listed on Exhibit C, including any and all rolls of tape, water bottles, mouth guards, skate guards, skate guards, cloth laces, waxed laces are not included in this Lease Agreement. Retail items shall be available for purchase at the prices listed in Exhibit C.
 3. Personnel. All personnel employed by the Lessee shall be paid in accordance with all applicable wage and hourly Laws. The Lessee shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The County shall have the right to request replacement of any of the Lessee's employees whose conduct, character, or performance is detrimental to the best interest of the County, and the Lessee will promptly review such requests.
- c. **ADDITIONAL LESSOR OBLIGATIONS:** Lessor will provide Lessee one month of consultation from a current staff member who has experience in the operation and maintenance of the ice arena.
- d. **BINDING EFFECT:** This Lease shall be binding upon the heirs, successors, personal representatives and assigns of the Parties hereto.
- e. **NO WAIVER OF GOVERNMENTAL IMMUNITY:** Nothing herein shall be interpreted as a waiver of governmental immunity to which the Lessor may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.
- f. **PARTIAL INVALIDITY:** If any provision or part of this Lease is held invalid by a court of competent jurisdiction, or unenforceable for any reason, the remainder of this Lease shall nonetheless remain in full force and effect.
- g. **SECTION HEADINGS:** The section headings in this Lease are inserted only for the purpose of convenient reference and are in no way to define, limit or proscribe the scope or intent of this Lease or any part thereof.
- h. **MODIFICATIONS:** This Lease may not be modified, amended, or otherwise altered unless mutually agreed upon in writing and executed by Lessor and Lessee.

- i. **GOVERNING LAW:** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Lease.
- j. **AUTHORITY:** Each person signing this Lease represents and warrants that he or she is fully authorized to enter into and execute this Lease and to bind the Party he or she represents to the terms and conditions thereof.
- k. **THIRD PARTY BENEFICIARIES:** Except for the Parties' respective successors and assigns, this Lease do not and are not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.
- l. **WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Lease, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- m. **COUNTERPARTS:** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Electronic or copies of signatures of any Party to this Lease or subsequent modifications thereto, shall be effective for all purposes.
- n. **SEVERABILITY:** Should any provision of this Lease be found to be in conflict with any Law or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the Parties intended to enter into under this Lease.
- o. **ENTIRE AGREEMENT:** This Lease sets forth the entire Agreement of the Parties. No representations, either verbal or written, shall be considered binding on any party to the extent not set forth herein.
- p. **PARTIES HAVE READ AGREEMENT:** Each party or a responsible agent has read this Lease and understands its contents prior to its execution.

[The remainder of this page left blank intentionally.]

EXHIBIT A

Lease Agreement – Moffat County Ice Arena Boundary

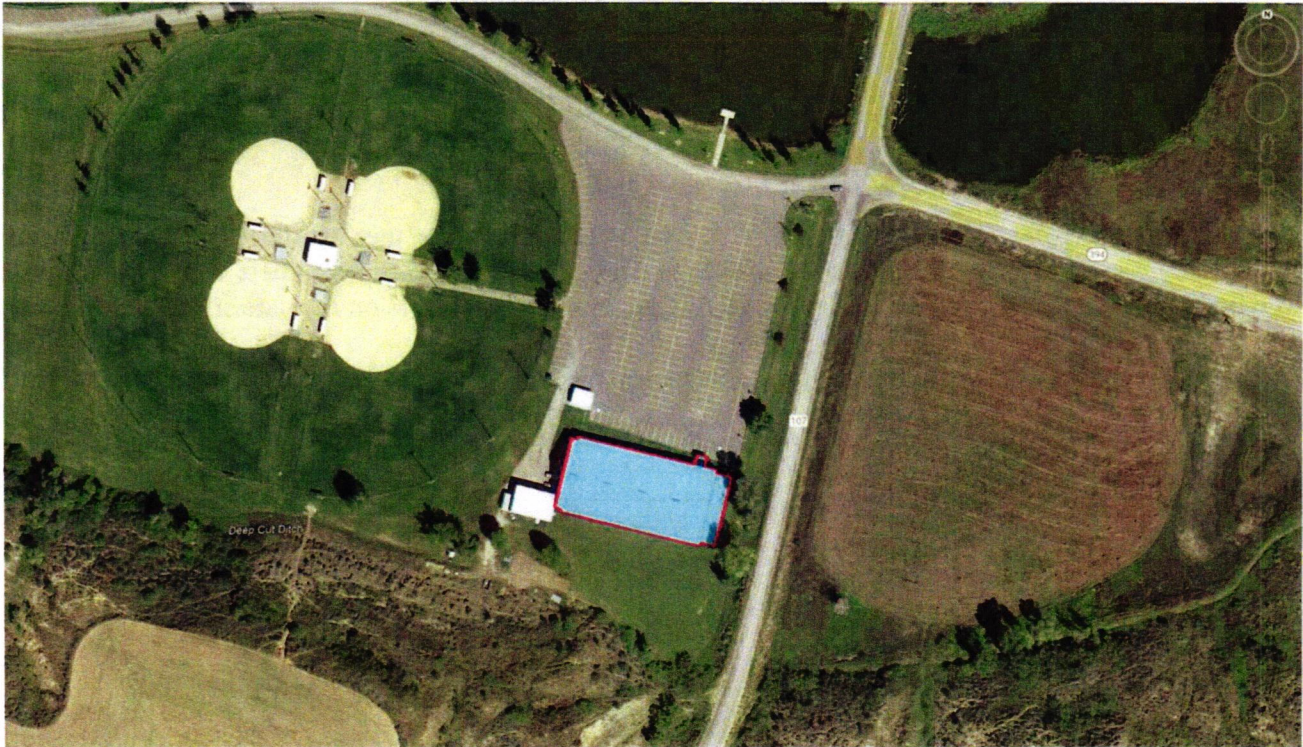


Exhibit A – Approximate Premises Boundary
-Approximately 25,500 sq. ft.

Generally described as: Moffat County Ice Arena □ Address is
600 S Ranney St.

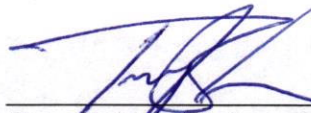
- Not including the Moffat County shop that shares a wall and door of approximately 35 ft. off the SW corner of Ice Arena
- At the southeast corner of Loudy Simpson main parking lot directly off Ranney St.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this lease on this _____ day of August, 2024.

LESSOR:

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

By:



Tony Bohrer, Chairman (Lessor)

ATTEST:

I, Erin Miller, (Deputy) County Clerk and Ex-officio to the Moffat County Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the Lease Agreement signed by the Moffat County Board of County Commissioners on the date stated.

WITNESS, my hand and the seal of said County this 5th of September 2024.



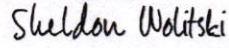
LESSEE



Erin Miller, Deputy Clerk and Ex-officio to the
Moffat County Commissioners, State of Colorado

COLORADO EXTREME HOCKEY ASSOCIATION

DocuSigned by:


_____, Lessee
16083585FFF94D3...
(Signature)

By: Sheldon Wolitski, President
(Print Name and Title)

Date: 9/3/2024



EXHIBIT B

Rink proposal:

From: Colorado Extreme Hockey Association

To: Moffat County - Tony Bohrer, Melody Villard, Donald Broom Commissioners

RE: Loudy Simpson Park Ice Arena, 600 South Ranney Street, City of Craig

March 6, 2024

Colorado Extreme is a 501(c)(3) non-profit organization that provides free youth hockey for over 400 children in the mid-Roaring Fork Valley and over 200 at the Garfield County Fairgrounds in Rifle.

Our founder, Sheldon Wolitski, aims to benefit the youth of these communities through exceptional coaching with an eye on health, wellness, and a sense of community. All players learn about our creed, "H E A R T," as they dig deep to find their **Hustle**, put forth a strong **Effort**, maintain a positive **Attitude**, and **Respect** their coaches and opponents while being a great **Teammate**. Before, during, and after every practice, the coaches and players review the creed and practice HEART on and off the ice.

What we propose:

Colorado Extreme Hockey Association proposes to take over managing the Loudy Simpson Park Ice Arena starting August 19th 2024 for a 3 year lease term. We propose to maintain ice in the facility year-round starting in summer of 2025 so we can open more opportunities for the community to utilize and benefit from the arena.

- Colorado Extreme Hockey would agree to a triple net lease, paying \$1000.00 per year for a basic lease, but then assume the costs of maintenance, labor, utilities and have Moffat County as a named insured on our liability insurance.
- Colorado Extreme Hockey would provide free learn-to-skate programs, free use by schools for field trips, and free use by first responders in the community.
- Year-round ice would mean the opportunity for summer camps, drawing in at least 1000 families to Craig – thus opening economic stimulus from those families to hotels and restaurants in the city.
- The summer camps would feature former NHL all-stars, thus allowing the kids involved to learn from the very best in the game.
- The NHL Alumni would also be available for community engagement with the residents of Craig and the surrounding areas, thus bringing further tourism and interest to the city.
- We would open the ice for birthday parties and events, bringing our on-ice bumper cars, music, games, mascot, and expertise to enhance the experience of community families.
- Colorado Extreme Hockey would host a minimum of three hockey tournaments bringing hundreds of families to Craig creating more economic stimulus.
- Our overall goal is to have the Loudy Simpson Park Ice Arena as a year-round go-to destination for the families of Moffat County and surrounding areas – somewhere that will enhance the community and contribute to the health and well-being of all in the community.
- We would request one month of consultation from one current staff member as we complete the transition.
- We would request a temporary use permit to sell food, beer & wine at the arena.
- We would request the ability to make parent and player improvements to the ice arena at our cost. i.e. adding additional seating, adding TV's, vending machines, food & beverage, merchandise store.

EXHIBIT C

Loudy Simpson End of Season Inventory As of 3/27/24

Inventories	QTY	Make	Model	S/N
Scoreboard and control	1	Daktronics All Sport	5000 Series	
Skate Sharpener: Wissota 911	1			
2023 Olympia Ice Conditioner	1	Olympia	Millennium H	
Mixer Board Make, Model, S/N	1	Xenyx	X1204	S-1424938A0H
Amplifier Make, Model, S/N	1	Rodville	RPA14	
Speakers Qty	4			
Curling Stones Qty	32			
Regulation Goal Nets Qty	4			
Smaller Goal Nets Qty	4			
Rental Skates Size and Qty of each size				
Refrigeration Compressor and Pump		Burley Rink Systems	Turbo Chiller	
		Compressor 1		ET99JO30375
		Compressor 2		ET99JO30345
		Compressor 3		ET99JO30365
		Compressor 4		ET99JO30335
		Pump 1		35LL509L848G1
		Pump 2		37F196X48

****Wissota 911 Skate Sharpener- New replacement cost is \$1725.00 from Wissota Used sales have tracked from \$900.00-1500 for same make/model**

For Sale Items	QTY	cost per ea	Total
Red Tape	25	\$ 2.95	\$ 73.75
Black Tape	75	\$ 2.48	\$ 186.00
Yellow Tape	2	\$ 2.95	\$ 5.90
Blue Tape	30	\$ 2.95	\$ 88.50
White Tape	75	\$ 2.14	\$ 160.50
Green Tape	24	\$ 2.95	\$ 70.80
Clear Tape	84	\$ 2.39	\$ 200.76
Water Bottles	30	\$ 3.72	\$ 111.60
Mouth Guard	140	\$ 0.99	\$ 138.60
		\$	-
Stick wax	55	\$ 2.90	\$ 159.50
Skate Guards	1	\$ 9.99	\$ 9.99
Sharpener Disk	1	\$ 36.00	\$ 36.00
96" Cloth Laces	17	\$ 3.67	\$ 62.39
108" Cloth Laces	32	\$ 3.67	\$ 117.44
108" Waxed Laces	13	\$ 3.73	\$ 48.49

\$ 1,470.22

EXHIBIT C - CONTINUED

Rental Skates			
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Figure Skate	
Size	QTY
Y9	2
Y10	3
Y11	2
Y12	2
Y13	2
1	3
2	3
3	2
4	4
4.5	2
5	5
5.5	2
6	4
6.5	3
7	6
7.5	1
8	5
8.5	2
9	6
9.5	3
10	5
11	3
12	2

Hockey Skate	
Size	QTY
Y10	5
Y11	5
Y12	5
Y13	2
1	6
2	6
3	6
4	4
5	6
6	6
7	7
8	2
9	5
10	2
11	2
12	4
13	2

New in box			
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Figure Skates	
9J	5
10J	5
5	5
6	5

Hockey Skates	
7	5
8	10
9	10
10	5
11	5

EXHIBIT D
Building Condition

[to be confirmed upon mutual inspection]

- Ice Arena Building is in good shape noting that the insulation is in need of a new vapor barrier retrofit which will be done in two phases between 2024-2025.
- Locker rooms are free of any holes in the walls and doors are in working condition.
- Office is in good condition free of holes in the walls and door is in working condition.
- Mechanical Room is in good condition free of holes in the walls and doors are in working condition.
- Bathrooms are in good condition and doors, stalls, toilets, and urinals are in working condition.
- Grandstands are in good condition with no broken boards.
- Rink boards are in good condition and doors are in good working condition.
- Refrigeration Compressor and Pump system is operational and in working condition. One compressor fan is not working which will be replaced by Moffat County in summer of 2024.
- Skate Sharpener is in good condition and operational.
- 2023 Olympia Ice Conditioner is in great condition and operational.
- Scoreboard is in good condition and operational.
- Goal Nets are in good condition Regulation size and little nets.
- Goal lights are in need of repair. Will be fixed by Moffat County in summer of 2024.
- Music mixer board, amplifiers, and speakers are in good condition and operational.
- Store front doors are in good condition and operational.
- Curling stones are in good condition. Qty
- Rental skates are in good condition. Sizes and Qty
- Benches are in good condition. Qty
- Rubber floor is in good condition with no major gouges.
- Roof is in good condition with no known leaks.
- Siding is in good condition with no major damage. Some minor damage due to snow towards the ground level.

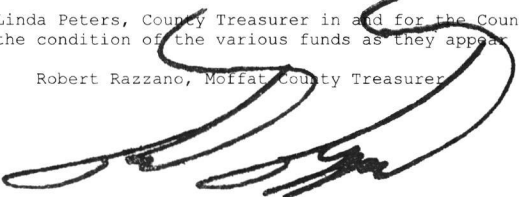
MONTHLY REPORT OF MOFFAT COUNTY TREASURER
AUGUST 01, 2024 THRU AUGUST 30, 2024

FUND	REVENUES-----						DISBURSEMENTS-----			ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	34,745,783.34	49,312.72	2,838,081.36	31.23		9,700.00		-33,992.72	-2,254,505.75	35,354,410.18
ROAD & BRIDGE FUND	10,291,135.35		768,187.26		90,495.88	334,054.56		-6,408.69	-1,405,223.12	10,072,241.24
DEPARTMENT OF HUMAN SERVICES	1,625,571.86	2,825.08	228,843.91	1.81					-191,324.30	1,665,918.36
ACET	293,780.20								-2,649.81	291,130.39
MOFFAT COUNTY LOC MRKT DIST	536,553.18		46,294.77						-5,669.31	577,178.64
CONSERVATION TRUST FUND	227,131.41		785.14					-7.85	-29,487.94	198,420.76
MOFFAT COUNTY PUBLIC HEALTH	1,064,111.54	797.08	41,013.57	.63		342.07			-55,076.30	1,051,188.59
LANDFILL	1,853,240.91		87,660.11					-812.54	-142,535.30	1,797,553.18
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,812,792.85		84,695.52						-209,960.23	1,687,528.14
COUNTY HEALTH & WELFARE	4,098,761.44		339,094.49						-590,230.79	3,847,625.14
MEMORIAL REGIONAL HEALTH	5,398.21	7,567.17		4.83				-5,398.21		7,572.00
WARRANT FUND - COUNTY	318,489.57					4,428,645.52		-4,326,528.02		420,607.07
SHADOW MTN LOCAL IMPROVE DIST	192,871.10		50.00							192,921.10
AIRPORT FUND	283,993.65		750,864.83						-215.05	1,029,510.86
PUBLIC LIBRARY	450,692.41		2,112.43						-21.12	413,543.71
COLO NORTHWEST COMM COLLEGE	15,920.92	7,569.90		4.83	11,312.44			-15,920.92	-75.74	18,811.43
M C SCHOOLS RE#1 - GENERAL	187,632.40	72,731.91		42.96	133,295.32			-187,632.40	-199.01	205,871.18
CAPITAL PROJECTS FUND	2,175,876.44		7,521.54							2,173,312.07
PUBLIC SAFETY CENTER - CAP PROJ	554.22		.92							555.14
NC TELECOM ESCROW ACCOUNT	254,413.76		879.45						-817.53	254,475.68
SUNSET #1 SECURITY DEPOSIT	18,305.94		1,035.00						-442.00	18,898.94
SUNSET MEADOWS #1	783,538.87		42,705.23						-81,396.67	744,847.43
SUNSET MEADOWS #2	84,776.73		40,663.13						-41,649.48	83,790.38
SENIOR CITIZENS CENTER - 15	263,935.17		7,914.60						-22,259.22	249,590.55
SUNSET #2 SECURITY DEPOSIT	17,940.43		466.00							18,406.43
COURTHOUSE LEASE PURCHASE FUND	0.00					401,125.00			-401,125.00	0.00
SCHOOLS RE#1 - BOND	11,744.83	16,463.94		9.41				-11,744.83		16,473.35
CITY OF CRAIG	28,808.38	26,918.92			11,609.04			-28,808.38	-530.14	37,997.82
TOWN OF DINOSAUR	485.96	781.30			181.55			-485.96	-15.30	947.55
CAPITAL FUND - CITY OF CRAIG	3,390.02	3,167.67			1,366.09			-3,390.02	-62.38	4,471.38
ARTESIA FIRE PROTECTION DISTRICT	415.15	416.74			256.47			-415.15	-20.14	653.07
CRAIG RURAL FIRE PROTECTION DIST	12,572.00	6,245.38			8,454.04			-12,572.00	-304.45	14,394.97
MAYBELL IRRIGATION	9,333.21	1,552.09			186.07			-10,810.30		261.07
MAYBELL SANITATION	172,061.24		2,084.78						-20.85	173,499.12
COLO. RIVER WATER CONSERVATION	2,617.67	1,261.25		.80	1,884.78			-2,617.67	-61.57	3,085.26
YELLOW JACKET CONSERVANCY DIST.	55.43	29.92			58.82			-55.43	-1.49	87.25
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	4.45	899.81		2.24				-4.45	-43.82	858.23
MOFFAT COUNTY TOURISM -LODGING 19	159,093.38		23,893.38							170,601.29
INTERNAL SER FUND-CENTRAL-DUP	97,455.48		858.93						-12,385.47	97,739.01
JUNIPER WATER CONSERVANCY DIST.	38,928.86		69.85						-575.40	38,998.01
HIGH SAVERY WATER DISTRICT	0.00	138.88	3,472.00						-.70	3,610.88
UPPER YAMPA WATER CONSERVANCY	2,562.97	77.02			2,575.78			-2,562.97	-3.75	2,649.05
911 FUND	773,871.13		20,930.13							722,207.27
ADVANCE TAXES - REAL ESTATE	120.15									120.15
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	583,316.26		463,101.60					-513,415.58		533,002.28
CHECK CHANGE ACCOUNT	0.00		2,971.60					-2,971.60		0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		2,181.71					-2,181.71		0.00
PAYROLL EFT TAX PAYMENTS	0.00		482,812.82					-482,812.82		0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		261,676.28					-261,676.28		0.00
COUNTY SALES & LEASES	632.76		36,904.51							37,537.27
MOTOR VEHICLE REGIST.	23,819.28		7,064.35							30,883.63
2023 TREASURERS TAX DEED	755.43		321.88					-1,049.80		27.51

2017 TREASURERS TAX DEED	0.00		1,492.36				-1,471.36			21.00
2010 TREASURER'S TAX DEED	3,971.96		1,545.87				-13.27			5,504.56
2024 TREASURER DEED'S	1,518.70		481.30							2,000.00
GRAND TOTALS	63,748,736.60	198,756.78	6,600,732.61	98.74	261,676.28	5,173,867.15	-5,874,539.13	-42,797.31	-5,574,992.15	64,491,539.57

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 30th day of August 2024.

Robert Razzano, Moffat County Treasurer



Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and, 4 Rivers Construction LLC dba Charchalis Constriction ("Contractor"), whose address is PO Box 1133, CO 81626 and whose telephone number is 970-215-5157.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date of this Amendment. The effective date of this Amendment is upon approval of the BOCC.

2. Identification of Original Agreement. BOCC and Contractor entered into a written Agreement dated May 14th 2024 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Retrofit Insulation in the Moffat County Ice Arena at Loudy Simpson Park, 600 S Ranney St, CO 81625. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous Amendments referencing said Agreement.**

3. Amendments. BOCC and Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- County wishes to extend the Contract of Services agreement to include the installation of a Zamboni Garage Extension off of the Ice Arena
- Add Exhibit B- Quote to install the Zamboni Garage

The original contract amount was One Hundred Seventy-Eight Thousand Dollars and No/100 cents (\$178,000.00) This Amendment increases the contract in the amount of Sixty Thousand Dollars and No/100 (\$60,000.00). Total contract amount including this change is amount of Two Hundred Thirty Eight Thousand Dollars and No/100 cents (\$238,000.00)

4. Effect. All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
4 Rivers Construction LLC dba Charchalis Construction

By: [Signature]
Michael Charchalis

STATE OF COLORADO)
) ss.
COUNTY OF Moffat)

The foregoing instrument was acknowledged before me this 26 day of August, 2021 ^{KT}
by Michael Charchalis, managing member of 4 ^{MC}
Rivers Construction LLC dba Charchalis Construction.

[Signature]
Notary Public

KIMBERLY TEDFORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924010263
MY COMMISSION EXPIRES AUGUST 6, 2028

435 Mack Lane, Meeker, CO 81641
Address of Notary Public

"Exhibit B"



MIKE CHARCHALIS
175 CLAY AVE.
CRAIG, CO 81625
970-629-2839

AUGUST 9, 2024

MOFFAT COUNTY GOVERNMENT
NEIL BINDER, DIRECTOR DEVELOPMENT SERVICES
1198 WEST VICTORY WAY, SUITE 107
CRAIG, CO 81625

ZAMBONI GARAGE

CHARCHALIS CONSTRUCTION (CCI) PROPOSES TO PROVIDE MATERIALS, LABOR AND EQUIPMENT TO BUILD A WOOD FRAMED 14' X 20' X 14' ZAMBONI GARAGE EXTENSION TO CURRENT ICE ARENA, LOCATED AT 600 SOUTH RANNEY STREET, CRAIG, CO. SCOPE OF WORK TO INCLUDE THE FOLLOWING:

EXCAVATION OF SITE AND PREP FOR FOUNDATION
PROVIDE 12" WIDE FOOTER WALLS (TRENCH POUR IN NATIVE SOIL)
2X6X14' WALL CONSTRUCTION
WOOD MONO SLOPED TRUSSES (PITCH TO BE DETERMINED)
26GA PBR EXPOSED FASTENER EXTERIOR WALL AND ROOF METAL TO MATCH EXISTING
7/16 OSB WITH HOUSE WRAP FOR WALLS
5/8 OSB ROOF SHEETING WITH ICE AND WATER
FIBERGLASS BATTS R-19 WALL/ R38 CEILING
INTERIOR WALL LINER PANEL 29GA RESIDENTIAL
PROVIDE AND INSTALL ONE 12' X 12' OVERHEAD DOOR

MOBILIZATION	\$ 2,000.00
EXCAVATION & FOOTER PREP	\$ 8,000.00
12" TRENCH FOOTER TO FROST DEPTH	\$ 8,000.00
MATERIALS	\$15,000.00
LABOR	\$22,000.00
OVERHEAD DOOR	\$ 5,000.00
TOTAL	\$60,000.00

DOES NOT INCLUDE, ENGINEERING, SURVEYING, SOILS TEST, ELECTRICAL, HEATING AND PAINTING, COUNTY TO PROVIDE DUMPSTER, INTERIOR SLAB, PERMIT COSTS, ADDITIONAL BONDING, REMOVAL OF SPOILS, OR FINAL GRADE. THIS BID IS BASED ON NOT HAVING TO WORK AROUND ANY UNFORESEEN UNDERGROUND UTILITIES THAT MIGHT BE IN THE WAY ETC.
PROPOSAL VALID FOR 30 DAYS

ACCEPTED: _____ DATE: _____

**AMENDMENT NUMBER 3
TO
PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION
FOR
MOFFAT COUNTY**

BY THIS AGREEMENT, Moffat County Group Medical Benefit Plan (hereinafter referred to as the “Plan”) is hereby amended to reflect the following, effective **April 14, 2023**:

In accordance with **Title I of the Consolidated Appropriations Act of 2021**, known as the “No Surprises Act”, the following section has been added:

NO SURPRISES ACT

NETWORK AND NON-NETWORK PROVIDER ARRANGEMENT

Except as outlined in “No Surprises Act – Emergency Services and Surprise Bills” below, if the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.

To receive benefit consideration, Participants may need to submit claims for services provided by Non-Network Providers to the Third-Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.

If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant’s Coinsurance, Copayment, Deductible, and out-of-pocket maximum will be calculated as if the Provider had been In-Network despite that information proving inaccurate.

CONTINUITY OF CARE

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider’s failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan’s notice of termination is provided and ending ninety (90) days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, “continuing care patient” means an individual who:

- 1) is undergoing a course of treatment for a serious and complex condition from a specific Provider,
- 2) is undergoing a course of institutional or Inpatient care from a specific Provider,
- 3) is scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery,
- 4) is pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider, or
- 5) is or was determined to be terminally ill and is receiving treatment for such illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred, however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

NO SURPRISES ACT – EMERGENCY SERVICES AND SURPRISE BILLS

For Non-Network claims subject to the No Surprises Act (“NSA”), Participant cost-sharing will be the same amount as would be applied if the claim was provided by a Network Provider and will be calculated as if the Plan's Allowable Expense was the Recognized Amount, regardless of the Plan's actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider's billed charge for applicable services, with the exception of valid Plan-appointed cost-sharing as outlined above. Any such cost-sharing amounts will accrue toward In-Network Deductibles and out of pocket maximums.

Benefits for claims subject to the NSA will be denied or paid within thirty (30) days of receipt of an initial claim, and if approved will be paid directly to the Provider. Claims subject to the NSA are those which are submitted for:

- Emergency Services;
- Non-emergency services rendered by a Non-Network Provider at a Participating Health Care Facility, provided the Participant has not validly waived the applicability of the NSA; and
- Covered Non-Network air ambulance services.

In the **Definitions** section, the following definitions are added:

CERTIFIED IDR ENTITY - An entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

CLAIMS ADMINISTRATOR – HealthComp.

EMERGENCY SERVICES -With respect to an Emergency Medical Condition, the following:

1. An appropriate medical screening examination (as required under section 186 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency Medical Condition, Emergency Services shall also include an item or service provided by a Non-Network Provider or Non-Participating Health Care Facility (regardless of the department of the Hospital in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

INDEPENDENT FREESTANDING EMERGENCY DEPARTMENT - A health care facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services.

MAXIMUM ALLOWABLE CHARGE - The amount payable for a specific covered item under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists.

If no negotiated rate exists, the Maximum Allowable Charge will be an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable. If neither of these factors is applicable, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by Providers in the area for similar services, or average wholesale price

(AWP) or manufacturer's retail pricing (MRP). These ancillary factors will take into account generally accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

PARTICIPATING HEALTH CARE FACILITY - A Hospital or Hospital Outpatient department, critical access Hospital, Ambulatory Surgical Center, or other Provider as required by law, which has a direct or indirect contractual relationship with the Plan with respect to the furnishing of a healthcare item or service. A single direct contract or case agreement between a health care facility and a plan constitutes a contractual relationship for purposes of this definition with respect to the parties to the agreement and particular individual(s) involved.

QUALIFYING PAYMENT AMOUNT - The median of the contracted rates recognized by the Plan or recognized by all plans serviced by the Plan's Third-Party Administrator (if calculated by the Third-Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a state all-payer claims database or, if unavailable, any eligible third-party database in accordance with applicable law.

RECOGNIZED AMOUNT - Except for Non-Network air ambulance services, an amount determined under an applicable all-payer model agreement, or if unavailable, an amount determined by applicable state law. If no such amounts are available or applicable and for Non-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

Under the **CLAIMS REVIEW PROCEDURE**, the following has been amended:

EXTERNAL REVIEW PROCESS

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

1. Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.
2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

Under the **CONTINUATION OF COVERAGE**, and **HIPAA PRIVACY** sections, the following address has been amended:

Moffat County
1198 West Victory Way, Suite 111
Craig, CO 81625
Phone: 1-970-824-9108

Under the **GENERAL INFORMATION** section, the following has been amended:

EMPLOYER INFORMATION

Moffat County
1198 West Victory Way, Suite 111
Craig, CO 81625
Phone: 1-970-824-9108

PLAN ADMINISTRATOR

Moffat County
1198 West Victory Way, Suite 111
Craig, CO 81625
Phone: 1-970-824-9108

AGENT FOR SERVICE OF LEGAL PROCESS

Moffat County
1198 West Victory Way, Suite 111
Craig, CO 81625
Phone: 1-970-824-9108

CLAIMS ADMINISTRATOR

HealthComp
18861 S. 90th Ave #A
Mokena, IL 60448
Phone: (708) 799-7400

In all other respects, the Plan, as amended, shall continue in full force and effect.

MOFFAT COUNTY

By _____
Title _____
Date _____

PLAN DOCUMENT AMENDMENT #4

FOR

MOFFAT COUNTY

EFFECTIVE MAY 12, 2023

NOTICE IS HEREBY GIVEN that the Moffat County Group Health Plan Document and Summary Plan Description is amended effective May 12, 2023.

1. Under the "Schedule of Benefits" titled **Special Coverages**, the following is hereby added:

SPECIAL COVERAGES	
SUMMARY OF SERVICES	MEDICAL BENEFITS
Telemedicine – PCP/Behavioral Health	100% No Deductible After a \$35 Co-Pay
Telemedicine – Specialist	100% No Deductible After a \$50 Co-Pay

Copies of the Plan Document and Summary Plan Description and this Amendment are maintained on file by the Plan Administrator.

This Group Health Care Plan amendment is hereby adopted by the Plan Administrator in its entirety.

Signature: _____

Print Name: _____

Date: _____

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 27th day of August 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Masterworks Mechanical ("Contractor"), whose address is 461 Yampa Avenue, Craig CO 81625 and whose telephone number is 970-824-4340.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to install/repair cooling compressors as described in Exhibit A below.

Exhibit "A" – Masterworks Quote q1705

The Parties agree and warrant that this Agreement shall take precedence if there is any conflict between it and Exhibit A and any attachments or exhibits to Exhibit A including the Terms and Conditions to Exhibit A.

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 9/10/2024, and shall be substantially completed on or before 10/15/2024, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Thirty-One Thousand Four-Hundred Dollars and no/100 cents (\$31,400.00) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
- 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A and any attachments or exhibits to Exhibit A including the Terms and Conditions to Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater.

Waiver of Subrogation. Any policy of insurance procured by Contractor under this Agreement shall contain a clause denying the insurer(s) the right of subrogation against Moffat County and Contractor shall likewise provide evidence to Moffat County of such waiver of subrogation in favor of Moffat County.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

- A. Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.02 BOCC May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.03 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

- A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:
 - 1. Correct such defective Work; or
 - 2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
 - 3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.
- B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents

with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

- 14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
1. Exclude Contractor from the Site, and take possession of the Work.

2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
 3. Complete the Work as BOCC may deem expedient.
- C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed.
- D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 15 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 16 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 17 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 18 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado and all parties waive federal court jurisdiction.

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Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 20 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:
Tony Bohrer
MCBOCC Chair
1198 W Victory Way #104
Craig, CO 81625
(970) 824-5516

Contractor:
Masterworks Mechanical
461 Yampa Avenue
Craig, CO 81625
(970)-824-4840

Article 21 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 22 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 23 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

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Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.



Masterworks Mechanical Inc
 461 Yampa Avenue
 Craig, CO 81625

Phone: (970) 824-4840
 Fax: (970) 824-7520
 masterworksoffice@gmail.com
<https://masterworksmechanical.com>

Bill to
Moffat County Facilities
 1198 W Victory Way
 Craig, CO 81625

Ship to
Moffat County Facilities Ice arena
 Loudy Simpson
 1009 S Ranney Street
 Craig, CO 81625

Quote #: q1705

Quote Date: 9/3/2024

Quote Expiration Date: 10/3/2024

Item	Description	Quantity	Price	Amount
HVAC Installation	Replacement compressor(s) for the Ice Rink. Quote includes: Compressor, Contactor, Core, and installation labor Price - \$15,700 Per unit, Installed	1	\$15,700.00	\$15,700.00

In order to accept this work a signed proposal must be returned to our office and a 50% deposit must be made. Without both, an acceptance is not valid.
 Deposits paid by Credit Card are subject to a 2.5% surcharge.

Subtotal: \$15,700.00

Tax: \$0.00

Permit fees, taxes and freight are not included in this pricing and will be added later as applicable. This proposal may be withdrawn if not accepted within 30 days

Total: \$15,700.00

Payments: \$0.00

The Customer will be responsible for all electrical, drywall, concrete and painting needs or repairs should they arise. The above are not included in this proposal and must be arranged with an appropriate contractor.

Authorization

I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** (“Agreement”) made this 10th day of September 2024 by and between the Board of County Commissioners of Moffat County, Colorado (“BOCC”) and Black Eagle Fence (“Contractor”), whose address is PO Box 295, Loveland, CO 80539 and whose telephone number is 970-667-1228.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to install a perimeter fence at Moffat County Public Safety Center, 800 West 1st St. Craig, CO 81625 as described in the attachments below.

Exhibit “A” RFP # 202405 with Addendum
Exhibit “B” Bid submittal from Black Eagle Fence

The Parties agree and warrant that this Agreement shall take precedence if there is any conflict between it and Exhibit A and any attachments or exhibits to Exhibit A including the Terms and Conditions to Exhibit A.

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 9/10/2024, and shall be substantially completed on or before 12/31/2024, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Fifty-Four Thousand Four Hundred Dollars and 00/100 cents (\$54,400.00) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Moffat County’s expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County’s budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County’s obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.

- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
- 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.
- Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.
- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

Waiver of Subrogation. Any policy of insurance procured by Contractor under this Agreement shall contain a clause denying the insurer(s) the right of subrogation against Moffat County and Contractor shall likewise provide evidence to Moffat County of such waiver of subrogation in favor of Moffat County.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance.

Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

- A. Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.03 BOCC May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.04 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

- A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:
 - 1. Correct such defective Work; or
 - 2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
 - 3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.
- B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

- 14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:
1. Exclude Contractor from the Site, and take possession of the Work.
 2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
 3. Complete the Work as BOCC may deem expedient.
- C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed.
- D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

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MCBOCC Vice Chair
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Contractor:

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PO Box 295

Loveland, CO 80539
970-667-1228

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This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

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Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Melody Villard, Vice Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
Black Eagle Fencing

By: _____
Randy Peck

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____.

Notary Public

Address of Notary Public

September 5th, 2024

Dear Moffat County Board of County Commissioners & Moffat County Planning Commission,

I, Bud Bower, owner of Masa B&B, LLC applicant of application #T-24-01, which was submitted on July 11th, 2024, would like to retract our application for temporary use effective September 5th, 2024.

Sincerely,

Bud Bower

Please complete all applicable items.

Company Name Moffat County Credit Applicant _____ Year Business Started _____
 Street Address 1198 West Victory Way City Craig State Colorado Zip 81625
 E-mail nbinder@moffatcounty.net Phone # 970-824-9160 Fax # _____
 Government Entity Type: State County City Other: _____
 Type of Business Local Government Duns Number [REDACTED]
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name Neil Binder E-mail nbinder@moffatcounty.net Phone # 970-824-9160
 Fleet Manager Address 1198 West Victory Way Ste 107, Craig, CO 81625

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name Cathy Nielson Email Address cnielson@moffatcounty.net Phone # 970-824-9106

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: [REDACTED]
 Fiscal Year End (Month): December

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing	<input type="checkbox"/> Leasing	<input type="checkbox"/> Finance		

INSURANCE

Company CTSI Agent Brenda Hostetler Policy # 2024 Self Insurance Exp. Date 01/01/2025
 Street Address 800 Grant St., 4th Floor City Denver State CO Zip 80203
 Phone # 303-861-0507 Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name Moffat County FEIN ██████████
Street Address 1198 West Victory Way City Craig State CO Zip 81625
Contact Name Neil Binder Phone # 970-824-9160 Fax # _____
Email Address nbinder@moffatcounty.net

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

Development Services

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for County of Moffat _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Tony Bohrer

Print Name

Chair of BOCC

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 10th day of September, 2024, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having **all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.**

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM _____ Customer _____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Moffat County

Signature: _____

By: Tony Bohrer

Title: Chair of BOCC

Address: 1198 W Victory Way
Craig, CO 81625

Date Signed: Sept 10th, 2024

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: John Sparger

Title: Director of Finance

Address: 7201 S. Fulton St.
Centennial, CO 80112

Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of July, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Moffat County, Colorado ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. Each such Schedule shall contain the terms and vehicle detail previously approved by Lessee in the Quote for said vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with a standard loan amortization table and the adjusted amount will be payable by Lessee to Lessor on the termination date.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and non-exempt taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 9(c) of the Master Equity Lease Agreement is amended to include the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, and until such Vehicles are returned to Lessor, Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Colorado state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing responsibility provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Colorado (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination (in accordance with Section 3 and Section 14 of this Agreement). Lessor reserves the right to bill for any losses due to the early termination of this Agreement due to the non-appropriation of funds, with the knowledge that Colorado state law requires annual appropriation of government funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the

extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Moffat County, Colorado (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Final / Final List One cancelled the day of the trip

1. William Pedro - Concessions Management Specialist – NPS 970.629.3760
2. Conor Hall – Colorado Outdoor Industry Office- Director
3. Jonathan Asher - Governor's Office / Office of Climate Preparedness and Disaster Recovery
4. Pat Craig – Wild Horse Refuge/ Moffat County
5. Brian St. George – Colorado Associate State Director – BLM
6. Elijah Waters – Northwest Colorado District Manager - BLM
7. Nikki Horne Browns Park National Wildlife Refuge / Manager
8. Marshelle Gray / Dinosaur Town Council
9. Maegan Veenstra- Visit Moffat County / MCTA Vice Chairman
10. Shelly Cooper – Colorado Tourism Office / Deputy Director of Marketing
11. Colt Hoffman – Visit Moffat County / MCTA - Colt45 Productions
12. Adam Feiges – Northwest Colorado Business Owner
13. Kristara Mielke – Craig Chamber Board / Trapper Mine Chief Admin Officer

14. *Josh Veenstra – Owner - Good Vibes River Gear (Trip Leader)

15. *John Mortimer – River Ranger / NPS

16. *Emmett Murray – River Ranger / NPS

17. *John Husband – Chairman, Visit Moffat County / MCTA

18. *Dave Pike - Moffat County Parrot Heads

19. *Soren Jespersen- Colorado Wildlands Project

20. *Curtis Ellgen – Moffat County Rancher

21. *Jocelyn Mullen / Town of Rangely

22. *Tim Jantz – Moffat County Sheriff's Office

23. *Tom Kleinschnitz – Director Visit Moffat County / Moffat County Tourism Association

* Boat Operators (10)