

**INTERGOVERNMENTAL AGREEMENT
FOR THE ORDERLY DISSOLUTION OF SAN JUAN BASIN
PUBLIC HEALTH
AND
TRANSITION TO SEPARATE SINGLE-COUNTY PUBLIC
HEALTH AGENCIES OR PARTICIPATING IN A DIFFERENT
DISTRICT PUBLIC HEALTH AGENCY**

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into and effective as of this 15th day of November, 2022, by and between the following: the Board of County Commissioners of Archuleta County, Colorado; the Board of County Commissioners of La Plata County, Colorado; and San Juan Basin Public Health (collectively referred to herein as the “Parties,” or individually as a “Party”).

RECITALS

WHEREAS, San Juan Basin Public Health (“SJBPH”) is a district public health agency organized pursuant to C.R.S. § 25-1-506, which has been providing public health services for Archuleta County and La Plata County, (collectively referred to herein as the “Counties,” or individually as a “County”) for over 75 years; and,

WHEREAS, it has been jointly determined and agreed that SJBPH shall dissolve by operation of law as of 11:59 p.m. on December 31, 2023, and shall no longer provide public health services to either of the Counties after such time and date; and,

WHEREAS, the Counties are each required by law and responsible for participating in a different district public health agency or ensuring that their own single-county public health agencies are ready and able to provide public health services once SJBPH is dissolved; and,

WHEREAS, the Counties and SJBPH desire to enter this IGA in order to establish a planned and orderly process for the dissolution and wind-up of SJBPH, and to facilitate a smooth transition of public health services from SJBPH to the Counties individually or to a different district public health agency.

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

1. DISPOSITION OF SJBPH PERSONAL AND REAL PROPERTY ASSETS

SJBPH owns, or is in possession of, certain non-liquid personal and real property assets (hereinafter the “Assets”), a list of which is attached as **Exhibit A** to this IGA. Parties acknowledge that such Assets have been acquired and are being used

exclusively for the provision of public health services to the Counties and funding from the Counties has enabled SJBPH's accumulation of SJBPH-owned Assets. It is the Parties' intent that ownership and/or possession of some of the Assets shall transfer to an individual County (the "Recipient County") for its use in the continued provision of public health services within such County. Each County shall be responsible for the costs associated with the transfer of Assets to such County. It is the Parties' intent that some other Assets shall be liquidated by SJBPH or a receiver with the intent that the proceeds from such liquidation will be used to pay SJBPH's dissolution expenses and/or make payments to creditors, with any remaining amounts distributed to the Counties, as follows and as further detailed in Exhibit A.

To the greatest extent possible, the Assets owned by SJBPH shall be distributed to the Counties equitably based upon value of the Assets transferred and in proportion to the population of each County bears to the total population of both Counties, as set forth in the records of the Colorado State Demographer as of the date of mutual execution of this Agreement. Parties agree that equitable distribution and dissolution is achieved as set forth in this Agreement, including its Exhibits.

- A. Assets that are owned by SJBPH, and for which ownership and possession is to be transferred to an individual County, are marked as such on Exhibit A. It is hereby agreed that effective as of 11:59 pm on December 31, 2023, for any SJBPH-owned Assets that have not been previously transferred, ownership of such remaining Assets shall transfer to the County indicated on Exhibit A and that no further action need be taken to effectuate the transfer of ownership from SJBPH to the Recipient County except as may be required by law (for example, the signing of a vehicle title). It is understood and agreed that Exhibit A may be amended upon the agreement of the Parties to identify additional Assets that may be transferred to a County. The Assets transferred to an individual County shall, unless otherwise agreed to by the Recipient County and the lien holder, be conveyed free and clear of all liens and encumbrances, as is, where is, and disclaiming all express and implied warranties of every nature, including all implied warranties of merchantability, fitness for a particular purpose or operating condition.
- B. Real property Assets that are owned by SJBPH and for which ownership and possession is to be transferred to an individual County are marked as such on Exhibit A. SJBPH shall, in the Recipient County's sole discretion, either:
 - 1. Execute a purchase and sale agreement for donation of the Real property Asset to the Recipient County, and/or a quitclaim or special warranty deed in a form acceptable to the Recipient County prior to December 31, 2023; or,
 - 2. Effectuate a market sale of such Real property Asset and, upon closing, transfer cash in an amount equal to the net proceeds of such market sale to the Recipient County.

The Recipient County shall have the obligation to prepare all required documents necessary to effectuate the transfer. All Parties shall cooperate in good faith to

execute deeds and other required documents or take any further actions necessary to effectuate the transfer of Real property Assets as described herein, including but not limited to quitclaiming and releasing any interests in a Real property Asset to be transferred to the Recipient County.

The Parties recognize, affirm, and agree that pursuant to the quitclaim deed filed with the Archuleta County Clerk and Recorder at Reception #1994001910, the ownership of SJBPH's Real property Asset located at 502 S. 8th Street, Pagosa Springs, CO 81147 automatically reverts to the Archuleta County Board of County Commissioners upon SJBPH no longer using it for public health purposes.

- C. By March 31, 2023, SJBPH shall produce, and provide to Counties, a complete inventory of all SJBPH-owned Personal property Assets with current fair market value greater than or equal to \$350.00 and not already listed in Exhibit A. SJBPH shall defer to Receiver's supervision in the work. The inventory will include a description of each such Personal property Asset, its estimated current fair market value, its current location, and the purpose and County it is primarily serving.

SJBPH, with the supervision of the Receiver, shall propose an allocation of such inventoried Personal property Assets between the Counties. The allocation shall ensure that the proportion of the total value of such inventoried Personal property Assets to be transferred to each County is equal to the proportion of the population each County bears to the total population of both Counties, as set forth in the records of the Colorado State Demographer as of the date of mutual execution of this Agreement. Wherever possible and consistent with the proportionate distribution formula in this paragraph, SJBPH shall strive to allocate such inventoried Personal property Assets to the County where they are being used.

SJBPH shall provide the allocation to the Counties for their consideration by July 31, 2023. The Counties shall confer in good faith and may mutually recommend an amendment to the allocation, including trades between the Counties. Additionally, if one County wants to keep an item that has been allocated to the other County, and if the other County agrees, that other County may receive the replacement current fair market value of such Personal property Asset from the remaining SJBPH cash reserves. The Counties shall provide a mutually agreed upon recommended amendment back to SJBPH by September 1, 2023. If no response is received, SJBPH and the Receiver may finalize the allocation.

- D. Although ownership for some Assets shall not transfer until December 31, 2023, the Counties shall have reasonable access to the Assets prior to December 31, 2023, as may be reasonably necessary to assist them in setting up their own single-county public health agencies or participating in a different district public health agency and unless objected to by a receiver for SJBPH, if appointed by a court, responsible for winding-up of SJBPH's affairs. Further, the receiver shall have reasonable access to any Assets that have been transferred to a County as necessary to complete the winding-up and dissolution of SJBPH. Each County shall have reasonable access to any Assets that have been transferred to the other County until December

31, 2023, as may be reasonably necessary to enable such County to set up its own single-county public health agency or to participate in a different district public health agency.

- E. All Assets which are marked as being owned by the Colorado Department of Public Health and Environment (“CDPHE”) and for which possession, but not ownership, shall transfer to one of the Counties is also indicated on Exhibit A (“CDPHE Assets”). It is hereby agreed that effective no later than 11:59 pm on December 31, 2023, possession of CDPHE Assets shall transfer to the Counties indicated on Exhibit A and that no further action need be taken to effectuate the transfer of possession, except as may be required by CDPHE or by law.
- F. All CDPHE Assets shown on Exhibit A that will not be transferred to one of the Counties shall be returned to CDPHE or otherwise disposed of in a manner agreed upon by SJBPH and CDPHE. Unless otherwise agreed by SJBPH and CDPHE, a separate IGA between SJBPH and CDPHE may be entered into to accomplish said transfer or disposition.
- G. Exhibit A also identifies additional assets that are in the possession of SJBPH but which are owned by a third-party (“Third-party Assets”). To the extent that the possession or ownership of any Third-party Assets are to be transferred to one of the Counties, such transfer shall be addressed separately from this IGA.
- H. Any Assets not shown on Exhibit A but later determined to be owned by or in the possession of SJBPH shall be identified by SJBPH in writing to both Counties, and the Counties and SJBPH shall jointly determine the appropriate disposition of such assets consistent with the above provisions regarding the disposition of Assets.
- I. SJBPH shall not acquire, repurpose, dispose, transfer, or otherwise reallocate any real or personal property with a valuation in excess of \$10,000.00 without express written consent of a receiver or both Counties.

2. DISPOSITION OF SJBPH ACCOUNTS AND CASH ON HAND

SJBPH has multiple bank, treasury, trust, and investment accounts, accounts receivable, litigation claims, and petty cash in hand, as further detailed in **Exhibit B**. Several of which accounts are in use for day-to-day operations and service delivery. Upon dissolution, it is the intent of the Parties that any remaining balances in such accounts will be used first to pay SJBPH dissolution expenses and/or make payments to creditors. Upon termination, residual funds and accounts, including any new accounts established subsequent to execution of this Agreement by SJBPH or the receiver shall be liquidated, divided, and then distributed to the Counties based upon the proportion that the population of each County bears to the total population of both Counties, as set forth in the records of the Colorado State Demographer as of the date of mutual execution of this Agreement.

3. SJBPH LEASES and OTHER CONTRACTUAL OBLIGATIONS

- A. SJBPH has a copier equipment lease, described as 525IF in Exhibit C that, by its terms, is to extend beyond the end of 2023. Each County has been notified and given an opportunity to effectuate an assignment or other transfer of the lease applicable to copier equipment needed within their jurisdictions, for the purpose of operating their single-county public health departments or in participating in a different district public health agency.
- B. SHBPH shall not enter into any lease or other contractual obligation that, by its terms, is to extend beyond the end of 2023 without the express written consent of a receiver or both Counties.
- C. The Counties shall have no liability for SJBPH's leases except as expressly assumed by them in writing. It is understood and agreed between the Parties that to the extent any leases or portions of leases are not assigned or otherwise transferred to one of the respective Counties that SJBPH will have responsibility for ensuring that such leases or portions of such leases are paid through the end of the lease period or terminated/rescinded or otherwise ended, and that the cost of doing so shall be borne by SJBPH alone and not the Counties. The Counties shall notify SJBPH as soon as reasonably possible which leases they do not intend to have assigned or otherwise transferred.

4. SOFTWARE AND DIGITAL SERVICES

SJBPH shall not enter contracts for software and digital services that extend beyond January 1, 2024, without the Counties' consent. By January 1, 2023, SJBPH shall compile a list of its current software license agreements, hosting contacts, digital content providers, communications technologies, and digital technology product and service providers and provide the list and copies of each contract to the Counties. The list shall include a brief description of the product or service, its cost, its criticality to public health service delivery, and a recommendation whether the Counties should procure such product/service.

5. DISPOSITION OF RECORDS

- A. SJBPH shall, until the date of its final termination, continue to maintain all of its records pursuant to its retention policies and applicable federal and state laws and regulations, at SJBPH's expense. However, nothing in this Agreement is intended to prohibit SJBPH from sharing or providing records to any of the Counties prior to January 1, 2024, when appropriate for any public health department related service or function. It is the Parties' intent that the records, both hard copy and digital, currently possessed and maintained by SJBPH shall be available to the Counties for the operation of their single-county public health departments or participating in a

different district public health agency beginning on January 1, 2024, as follows:

B. SJBPH PATIENT-OWNED RECORDS:

1. SJBPH shall compile a list of all digital and physical records in its possession and owned by clients and/or patients. Consistent with all applicable laws and regulations, SJBPH shall notify such clients and/or patients and provide a process and reasonable opportunity for such clients and/or patients to (1) receive their records at no cost and/or (2) direct SJBPH to forward such records to another provider of their choice prior to December 31, 2023. SJBPH shall then deliver such records as directed.
2. SJBPH shall also identify any client and/or patient records reasonably anticipated to be needed by either County in delivering public health services after dissolution of SJBPH and provide the initial recommended list to each County by March 31, 2023 and update it periodically. SJBPH shall transfer any records a County directs to such County in a form, time, place, and manner acceptable to such County. If either County declines to receive such records or fails to respond, SJBPH shall have no further obligation to provide such records to that County.
3. After dispersing records to the applicable County and returning records to clients and/or patients, SJBPH shall properly dispose of all residual client and/or patient records and copies remaining in its possession, including those unclaimed by clients and/or patients, and consistent with all applicable laws, regulations, retention policies and best practices. SJBPH shall then certify to each County and any applicable regulatory agencies or third parties that such records are dispersed and/or destroyed and SJBPH has no remaining client and/or patient records in its possession. If any such records are required by law to be retained beyond January 1, 2024, SJBPH shall clearly label such records and indicate the scheduled destruction date, placing them into storage at (the facility indicated in Sub-section C below) and notify Counties.

C. CDPHE-OWNED RECORDS:

1. SJBPH shall compile a list of all digital and physical records in its possession and owned by CDPHE or other third parties. SJBPH shall identify any such records reasonably anticipated to be needed by either County in delivering public health services after dissolution of SJBPH, provide the initial recommended list to each County by March 31, 2023 and update it periodically. Upon receiving approval from the applicable County, SJBPH shall obtain permission from CDPHE or other applicable third-party owner(s) to provide copies to the applicable County. Each County shall work in good faith to promptly execute any confidentiality or non-disclosure agreements required by the third-party owner(s) and take possession of such copies. If either County declines to receive such copies or fails to execute required confidentiality or non-disclosure agreements, SJBPH shall have no further obligation to provide

such copies to that County.

2. When all copies have been delivered to each County, SJBPH shall return or destroy (as directed by the owner) all records owned by CDPHE or other third-parties to such owner. When all CDPHE or third-party records have been returned or destroyed and all copies distributed, SJBPH shall certify to each County that it has no remaining records in its possession owned by CDPHE or other third parties.

D. SJBPH-OWNED RECORDS:

1. SJBPH shall compile a list of records it owns that it recommends for distribution to a specific County, both Counties, or other third party and provide the list, with an appropriate retention schedule, to each County by March 31, 2023.
2. SJBPH shall compile a list of records it owns, except records described in 5A and 5B above, that require special handling and the recommended disposition and handling requirements for each record, and provide the list to each County by March 31, 2023. SJBPH shall then disperse, store, or dispose of such records as mutually agreed by Parties and as required by applicable law and regulation.
3. No records are known to be stored at offsite or third-party storage locations. If records are later discovered in storage at offsite or third-party storage locations, SJBPH shall ensure all such records are clearly labeled with their scheduled destruction date, consistent with SJBPH's data retention policy. On and after January 1, 2024, the records at any such offsite or third party storage locations shall become the joint property of the Counties (except as to client and patient records, which may be owned by the client and/or patient, in which case the Counties shall become the custodians of such records) and they shall continue to maintain such records at any such offsite or third party storage locations, with the cost to be borne proportionally by the Counties based upon the proportion that the population of each County bears to the total population of both Counties, as set forth in the records of the Colorado State Demographer as of the date of mutual execution of this Agreement, unless and until some other suitable arrangement for the ownership, destruction, and maintenance of the records can be agreed upon between the Counties. The Counties shall have equal access to the records, subject only to any confidentiality restrictions imposed by federal or state law and regulations. The Counties shall not remove records maintained at this facility unless mutually agreed by the Counties.
4. Records are also currently maintained by SJBPH at its Sawyer Drive location in Durango and Eighth Street location in Pagosa Springs. During the remainder of 2023, SJBPH shall continue to maintain such records, subject to its approved retention policies and appropriate record sharing as described herein, at SJBPH's expense. On and after January 1, 2024, such records shall become the property of the County in which the record is located (except as to client and patient records which may be owned by the client and/or patient, in which case the

Counties shall become the custodians of such records) and shall be maintained at that County's expense, subject to that County's records retention and destruction policies, as well as any future agreements between the Counties regarding future ownership, maintenance, retention and costs. Each County shall have full access to any records when appropriate for any public health department related service or function regardless of the location of the records, subject to the Counties' policies and procedures and applicable federal or state laws or regulations regarding confidentiality.

- E. The Parties shall use their best efforts to ensure that when reasonably possible to segregate the records by County, copies of records are migrated or otherwise transferred to each appropriate County such that each County shall have full and sole access to all applicable records and shall enter into such additional agreements as reasonably necessary to accomplish this purpose.
- F. Both hard copy and digital records shall be shared with the Counties at any time after the execution of the Agreement, as needed and appropriate for any and all public health department services and functions, with the express understanding that each Party remains individually responsible to comply with all legal requirements related to such records and data.
- G. Except as provided in this Agreement, SJBPH shall ensure all records and data are fully deleted, completely destroyed, expunged, and unrecoverable before permitting any computer equipment, digital storage media, surplus office supplies, or other information storage devices of any type leave its possession and control.

6. RECEIVERSHIP

- A. The Parties understand and agree that SJBPH shall seek the court appointment of a receiver to handle certain dissolution and wind-up matters.
- B. Prior to December 31, 2022, SJBPH shall present an amendment to its bylaws to its board for consideration. Such proposed amendment shall articulate the statutory authority for SJBPH's adoption and amendment of its bylaws. Such amendment shall also articulate certain actions upon dissolution, including explicit authority for the board to direct staff to initiate an action for the appointment of a receiver.
- C. Attached as Exhibit D is a copy of a proposed order for appointment of the receiver, which the Parties hereby approve as to form and content and which SJBPH shall file in the La Plata County District Court without modification, unless such modification is approved by all Parties in writing. The Parties agree that in performing the duties of the receiver, the receiver shall abide by and effectuate the terms and conditions of this IGA with respect to any subject matter contained herein, that the receiver shall not seek to void this IGA or any of its terms and conditions, and that the receiver shall cooperate with the Parties and the Parties shall cooperate with the receiver to effectuate the terms and conditions of this IGA.

The Parties further agree that during the term of the receivership, the receiver shall have full access to the records described in Section 5 above for purposes of accomplishing the purposes of the receivership subject only to any confidentiality restrictions imposed by federal or state law and regulations, and that such access shall continue after ownership has transferred to the Counties.

- D. SJBPH's obligation to seek the appointment of a receiver is not intended to limit any Party hereto from independently seeking the court appointment of a receiver or pursuing its remedies at law or equity relative to the dissolution of SJBPH.

7. PERSONNEL

- A. **Dual Role Disclosure.** The Parties understand and agree that through December 31, 2023, some SJBPH personnel may be working for both SJBPH and one or more of the Counties, in order to assist in the transition to single-county public health agencies or participating in a different district public health agency and to effectuate the terms and conditions of this IGA.
- B. SJBPH shall not hire any permanent personnel except as expressly defined and required by Colorado state law, create new staff roles, open new positions, fill vacancies, or enter into employment agreements of any sort that, by their terms, are to extend beyond December 31, 2023, without written approval from a receiver or both Counties.

8. GENERAL TERMS AND CONDITIONS

- A. **Term.** This IGA will commence on the latter of the date set forth above or the date when it is fully executed by all Parties hereto and shall remain in full force and effect until terminated by mutual written agreement of the Parties. If SJBPH has ceased to exist at such time as this IGA terminates, the mutual written agreement of the Counties shall be sufficient.
- B. **Governing Law.** This IGA shall be governed by the laws of the State of Colorado.
- C. **Integration and Amendment.** This IGA represents the entire agreement between the Parties regarding the matters contained herein and terminates any oral or collateral agreement or understandings regarding such matters. This IGA may only be amended via a writing signed by all Parties.
- D. **Severability.** The provisions of section 1, 2, and 3 (including Exhibits referenced therein) are deemed material and nonseverable. If an action is brought that results in any provision of such sections being determined or declared by a Court to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, or if any provisions of sections 1, 2, or 3 are cancelled, modified, or otherwise not effectuated by a receiver, the Parties shall negotiate in good faith for an equivalent or substitute provision or other appropriate adjustment

to this Agreement. If Parties cannot reach agreement, or if so desired by the Parties, then the issues in dispute shall be submitted to a mediator acceptable to both parties for nonbinding mediation. Unless otherwise agreed to by both Parties, such mediation shall occur within sixty (60) days of a Party's receipt of a notice to mediate from the other Party.

- E. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the IGA, and the IGA will not be construed against any Party merely because any provisions of the IGA were prepared by a particular Party.
- F. Captions, Headings, and References.** The captions and headings in this IGA are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- G. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this IGA and any exhibits that require continued performance or compliance beyond the termination or expiration of this IGA shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition. Parties further understand and agree that all terms and conditions of this IGA and any exhibits that require continued performance or compliance beyond the dissolution of SHBPH shall remain in full force and effect against SJBPH until the receiver has completed winding down and final termination of SJBPH.
- H. Waiver of Rights and Remedies.** This IGA or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this IGA on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- I. No Third-Party Beneficiaries.** Enforcement of the terms of this IGA and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this IGA gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to this IGA is an incidental beneficiary only.
- J. Execution by Counterparts.** This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- K. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this IGA have been performed and that the person signing for such Party has been authorized to execute the IGA.
- L. Acceptance and Effect.** Within sixty (60) days from the execution date by any Party, this IGA must be executed by all other Parties. Full execution of this IGA by all Parties is a condition precedent to its taking effect, and unless this IGA is accepted within the time specified here by each and every Party, this IGA will be

void and will have no force or effect.

- M. Consent.** Whenever this Agreement requires consent of a Party, such Party's consent shall not be unreasonably withheld or delayed.
- N. Appropriation of Funds.** The financial obligations of any of the Counties beyond the current fiscal year, as may be set forth herein, are contingent upon adequate funds being appropriated by such County.
- O. Limitation of Liability.** The Parties agree that nothing in this IGA shall cause the Counties to assume or otherwise be responsible for any current or future liabilities or debts of SJBPH, except as expressly stated herein.
- P. Governmental Immunity Act.** The Parties hereto understand and agree that the Counties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Counties.

9. LIST OF EXHIBITS

- 1. Exhibit A: Asset List and Disposition
- 2. Exhibit B: SJBPH bank and investment accounts, and petty cash in hand
- 3. Exhibit C: SJBPH Copier Lease
- 4. Exhibit D: Proposed Order for Appointment of Receiver

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Signature Page to:
INTERGOVERNMENTAL AGREEMENT
FOR THE ORDERLY DISSOLUTION OF SAN JUAN BASIN
PUBLICHEALTH
AND
TRANSITION TO SEPARATE SINGLE-COUNTY PUBLIC
HEALTH AGENCIES OR PARTICIPATING IN A DIFFERENT
DISTRICT PUBLIC HEALTH AGENCY

In Witness Whereof, the Parties have executed this Agreement

ARCHULETA COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair

Date

ATTEST:
CLERK AND RECORDER

Deputy Clerk

Signature Page to:
INTERGOVERNMENTAL AGREEMENT
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In Witness Whereof, the Parties have executed this Agreement

LA PLATA COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair

Date

ATTEST:
CLERK TO THE BOARD

Deputy Clerk

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INTERGOVERNMENTAL AGREEMENT
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In Witness Whereof, the Parties have executed this Agreement

SAN JUAN BASIN PUBLIC HEALTH

By: Sherell Byrd
Vice President and Acting President

Date

EXHIBIT A

Disposition of Assets Owned or Possessed by SJBPH

ASSET DESCRIPTION	ASSET NUMBER	CURRENT OWNER OF ASSET	ASSET SHALL BE TRANSFERRED TO:
Real Property Situated in La Plata County, Building, Appurtenances, and Fixtures	5667-323-04-080 and 5667-323-04-081	SJBPH	La Plata County
Real Property Situated in Archuleta County, Building, Appurtenances, and Fixtures	5699-242-08-004	SJBPH	Archuleta County
Office Furniture, supplies, and materials located in La Plata County on 3/31/2023 and having current fair market value less than \$350.00	N/A	SJBPH	La Plata County
Office Furniture, supplies, and materials located in Archuleta County on 12/31/2023 and having current fair market value less than \$350.00	N/A	SJBPH	Archuleta County
Color Copier – Pagosa	N/A	SJBPH	Archuleta County
Vaccine Freezer	N/A	SJBPH	La Plata County
Tableua Server	N/A	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 6	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 7	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 8	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 9	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 10	SJBPH	La Plata County
2015 Chevy Equinox	Book Asset Detail Line 11	SJBPH	Archuleta County
2019 Chevy Tahoe	Book Asset Detail Line 12	SJBPH	Archuleta County
2019 Chevy Tahoe	Book Asset Detail Line 13	SJBPH	La Plata County
SJBPH-owned Computers and technology assets located in Archuleta County and having market value less than \$350.00	N/A	SJBPH	Archuleta County

SJBPH-owned Computers and technology assets located in La Plata County and having current fair market value less than \$350.00	N/A	SJBPH	La Plata County
SJBPH-owned personal property having current fair market value equal to or greater than \$350	N/A	SJBPH	Per Section 1C of this Agreement

EXHIBIT B

SJBPH bank, treasury, trust, and investment accounts, and petty cash in hand

ACCOUNT DESCRIPTION	VALUE and DATE	CURRENT OWNER OF ASSET	ASSET SHALL BE TRANSFERRED TO:
1010: Operating Bank Account	\$225,567.88 as of 8/31/22	SJBPH	Per Section 2 of this Agreement: DISPOSITION OF SJBPH ACCOUNTS AND CASH ON HAND
1020: Deposits	\$2,275,564.75 as of 8/31/22	SJBPH	
1030: Payroll	\$1,162,056.63 as of 8/31/22	SJBPH	
1040: FSA Bank Account – EE Benefits	\$13,241.44 as of 8/31/22	SJBPH	
Cash on Hand	\$400 as of 8/31/22	SJBPH	

EXHIBIT C

SJBPH Copier Leases

Device	Location	Machine ID	Total Lease Payment	Monthly Lease	Monthly Interest	Lease Expiration
6555	GREEN ROOM	H4PRK	\$305.72	\$295.38	\$10.34	3/1/2023
C5540	EXECUTIVE OFFICE	5JQ4H	\$235.30	\$227.34	\$ 7.96	3/1/2023
4535	BREAK ROOM	8T1XF	\$129.59	\$125.21	\$4.38	3/1/2023
525IF	PAGOSA	3JEJ0	\$104.79	\$101.25	\$3.54	3/21/2023
525IF	FRONT DESK	MM207	\$83.82	\$80.99	\$ 2.83	10/21/2024
		TOTAL	\$859.22	\$830.17	\$29.05	