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, April 22, 2025

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) April 8 (pgs 3-6)

Resolutions:

b) 2025-42: A/P (pg 7)
c) 2025-43: Payroll (pg 8)
d) 2025-44: P-cards (pg 9)
e) 2025-45: Transfer of Intergovernment Funds for January 2025 (pg 10)

Contracts & Reports:

f) Treasurer's Report (pgs 11 & 12)
g) Cooperative Agreement w/USDA/APHIS for Wildlife Services (pgs 13-20)
h) Contract approval to sublease Ice Arena (pg 21)
i) Mountain Temp Service Agreement for Road & Bridge Department Flaggers (pgs 22-25)
j) Ratify:
   - Resolution 2025-41: Joint resolution opposing Colorado Senate Bill 25-003 (pgs 26-29)
   - Special Counsel (as needed) Services agreement (pgs 30 & 31)
   - Routt/Moffat joint letter of support for Yampa/Green Leafy Spurge Biological Control Project (pgs 32 & 33)

k) National Day of Prayer proclamation (pg 34)

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) **Natural Resources Department – Jeff Comstock**
   - Service Contract w/Taft Law (pgs 35-77)
   - Update Tri-State ERP Phase 2 Preferred Portfolio

Adjournment

The next scheduled BOCC meeting will be Tuesday, May 13, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

https://www.youtube.com/live/24AIbzq4aXc

OR

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

***** 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

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

April 8, 2025

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Lois Wymore; Jane Hume; Jim Eberle; Tom Kleinschnitz; Ben Beall; Tamra Nauman; Emily Burke; Chris Nichols; Jesse Schroeder; John Husband; Jeff Comstock; Dan Miller; Bruce White

Call to Order
Pledge of Allegiance

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

Villard made a motion to approve the agenda as presented. Broom seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:
a) March 25
b) Board of Public Health: March 25

Resolutions:
c) 2025-38: A/P
d) 2025-39: Voided Resolution
e) 2025-40: Payroll

Contracts & Reports:
f) Maybell Rodeo Club arena contract
g) Quarterly Discharge Monitoring Report
h) Outdoor Recreation Plan letter

Villard made a motion to approve the consent agenda items A-H. Bohrer seconded the motion.
There was clarification/discussion of item "H". Moffat County and Rio Blanco Counties wrote a joint letter regarding serious concerns about the CPW Outdoor Regional Partnership Initiative Grant due to lack of true local support/participation. Motion carried 3-0.

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:

Jim Eberle - While he currently lives in Fort Morgan, did grow up here and is still a property owner with land on Round Bottom (and other locations), and gave his family history in the area. He wanted to dispel the misconception that all of the property owners that were approached for the Yampa Valley Solar Project were not "local" and he also expressed his disappointment in the decision by the BCC in not giving preliminary approval for the project. Eberle gave each the BCC a book he had written about growing up on Morapos Creek.

Commissioner Villard highlighted April employee 10 + year anniversaries:
Tim Dilldine – 41 years
Chip McIntyre – 11 years
Mary Burnett – 11 years

Villard also discussed reaffirming the BCC's commitment to 2nd Amendment rights and after all of the legislation at the state level, they will probably do some type of resolution formally opposing the legislation.

Staff Reports:

Road & Bridge Department – Dan Miller & Bruce White

- Bid Recommendation(s): (see attached)

  - Conveyor Belt

The Road & Bridge Department went out for bid for a new conveyor belt for their crusher. The current belt is 53 years old. The new system is stackable for transport, can be stacked and unstacked with a loader and is much more versatile than the one long belt that is being replaced.
One bid was received from Power Equipment Company for $147,704.00; the budgeted amount is $155,000.00
Miller recommended awarding the bid to Power Equipment Company $147, 704.00.

Broom moved to approve the bid from Power Equipment Company for $147,704.00. Bohrer seconded the bid. Motion carried 3-0.

  - Pickups

The Road & Bridge Department advertised for bids on four pickups of various configurations and one passenger van. The budget for this bid process was $250,000, The old trucks will be sent to auction.

Three bids were received:

Northwest Auto of Meeker: Incomplete bid, no passenger van. 4 pickups: Total bid was $205,047.60

Cook Chevrolet of Craig: Incomplete bid, no bid on 1-ton crew cab pickup. Passenger van bid did not meet the specifications asked for in bid package. 3 pickups: Total bid was $143,133.00.

Victory Motors of Craig: Incomplete bid, no passenger van. 4 pickups: Total bid was $179,700.00.

White recommended awarding the bid for 4 pickups to Victory Motors of Craig for the amount of $179,700.00
Specifications for the passenger van will be reviewed, adjusted and then a new bid package will be sent to the vendors for their consideration. Road & Bridge Department was looking for an all-wheel drive van, but it seems like they don't make one.

Broom moved to award the bid for 4 pickups to Victory Motors of Craig for the amount of $179,700.00. Bohrer seconded the motion. Motion carried 3-0.

Weed & Pest – Jesse Schroeder

- Bid Recommendation(s): (see attached)
  - Herbicides

Four bids were received:

Heritage Landscape Supply, Inc.	$34,717.10
Snyder & Counts	$33,341.75
Wilbur-Ellis Company, LLC	$38,359.00
Site One Landscape Supply	$31,675.80

Schroeder stated that because Snyder & Counts was the only vendor to submit a complete bid, he recommended awarding the bid to Snyder & Counts for $33,341.75.

Bohrer moved to award the herbicide bid to Snyder & Counts for $33,341.75. Broom seconded the motion. Motion carried 3-0.

  - Pesticides (mosquito control products)

Two bids were received:

	Zenix E4 RTU	MetaLarv MTLP-40
Snyder & Counts	$11,440.80	$5,400.00
Adapco, LLC	No Bid	$12,424.00

Schroeder commented that even though the price on the MetaLarv product from Adapco was more expensive, it was a far superior product and they also provide on-site, required droplet testing on our 4 mosquito foggers. The budget for mosquito control products is $42,000. Schroeder recommend awarding the bid for Zenix to Snyder & Counts for $11,440.80, and the bid for MetaLarv to Adapco for $12,424.00.

Bohrer moved to approve the bid from Snyder & Counts for Zenix for $11,440.80. Broom seconded the motion. Motion carried 3-0.

Bohrer moved to approve the bid from Adapco for MetaLarv for $12,424.00, Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder

- Contract Amendments: (see attached)
  - Garvik Construction - Loudy-Simpson Park ballfield work

The original contract amount was for $76,707.82. Due to more activity on the ballfields, it was decided to amend the contract so that the infield on the #2 ballfield can be upgraded and extended. This brings the contract up to $92,340.63. Binder commented that Garvik had done an outstanding job on the work they did on field #1.
Commissioner Bohrer recused himself from voting on either of these contract amendments due to conflict of interest.

Broom moved to approve the contract amendment with Garvick Construction in the amount of $92,340.63. Villard seconded the motion. Motion carried; 2) in favor, 1) abstain.

- Ivory Tip Fencing – Loudy-Simpson Park fence and backstop for Ballfield #2

The original contract amount and amendment #1 was $91,125.83. This amendment increases the contract in the amount of $80,61.15. The total contract amount including this change is $172,086.98. This amendment would be for the same dimensions of the current fence and possibly add to the height, to accommodate the older kids. The height would add to the cost; that is still to be determined.

Broom moved to approve contract amendment #2 with Ivory Tip Fencing for $172,086.98. Villard seconded the motion. Motion carried; 2) in favor, 1) abstain.

Presentation:

Yampa River Leafy Spurge Project – John Husband

- Project update (see attached)

Husband brought Jesse Schroeder, Tamara Nauman, Ben Beall, and Emily Burke up to join him for the presentation. Burke presented a brief slide show detailing the history behind & the work of the Yampa River Leafy Spurge Project, their partners and volunteers, to eradicate the invasive Leafy Spurge plant along the Yampa River. The group had made a presentation to the BCC last December 10, but due to funding changes at the Federal level, they wanted to update the BCC on how they were still trying to work through the changes.

Meeting adjourned at 9:16 am

The next scheduled Board of County Commissioners meeting is Tuesday, April 22, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

_____

Approved on: _____

Attest by: _____

Link to view this meeting on the Moffat County YouTube channel:

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

RESOLUTION 2025-42
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF APRIL 2025

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:

Check Date: 4/22/2025

FROM FUND:				
General	110	$230,476.11	CR	0010.7000
Road & Bridge	200	$104,853.45	CR	0020.7000
Landfill	240	$26,869.95	CR	0070.7000
Airport	260	$3,497.71	CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	$3,589.55	CR	0130.7001
Maybell Sanitation	610	$1,200.00	CR	0280.7000
Health & Welfare	720	$233,544.39	CR	0080.7000
Senior Citizens	215	$996.63	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	$7.72	CR	0320.7000
PSC - JAIL	210	$21,060.08	CR	0072.7000
Human Sevices	220	$9,650.87	CR	0030.7100
Public Health	250	$4,560.76	CR	0065.7000
Sunset Meadows I	910	$10,020.66	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	$11,624.54	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	$3,395.91	CR	0050.7000
To Fund Warrant		$665,348.33	DR	

Adopted this 22nd day of Arpil, 2025

_____
Chairman

STATE OF COLORADO)

RESOLUTION 2025-43
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 4/12/2025

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 4/25/2025

FROM FUND:			
General	0010.7000	$271,629.52	cr
Road & Bridge	0020.7000	$183,868.15	cr
Landfill	0070.7000	$16,367.47	cr
Airport	0120.7000	$415.20	cr
Library	0130.7001	$12,214.12	cr
Maybell WWTF	0280.7000	$0.00	cr
Health & Welfare	0080.7000	$0.00	cr
Senior Citizens	0170.7000	$7,489.58	cr
Mo Co Tourism	0320.7000	$3,691.02	cr
PSC Jail	0072.7000	$76,674.00	cr
Human Services	0030.7100	$73,627.18	cr
Public Health	0065.7000	$14,693.70	cr
SM I	0168.7000	$4,433.86	cr
SM II	0169.7000	$5,193.16	cr
TO FUND:			
Warrant	0100.1000	$670,296.96	dr

Adopted this 22nd day of April, A.D. 2025

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

RESOLUTION 2025-44
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF APRIL 2025

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:

Check Date: **4/22/2025**

FROM FUND:				
General	110	$31,215.31	CR	0010.7000
Road & Bridge	200	$345.48	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	$3,235.16	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	$1,247.74	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	$1,293.00	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	$1,844.48	CR	0320.7000
PSC - JAIL	210	$10,852.10	CR	0072.7000
Human Sevices	220	$2,450.55	CR	0030.7100
Public Health	250	$5,459.68	CR	0065.7000
Sunset Meadows I	910	$433.46	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	$437.42	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	$793.08	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund Warrant		$59,607.46	DR	

Adopted this 22nd day of April, 2025

_____
Chairman

RESOLUTION 2025-45
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JANUARY 2025

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

From: (Fund)(CREDIT)	***Amount***	***To: (Fund) (DEBIT)***	***Amount***
CAPTIAL PROJECT	2,398.00	GENERAL	2,398.00
TOTALS	**$ 2,398.00**	**TOTALS**	**$ 2,398.00**

Adopted this 22nd day of April, A.D. 2025

_____
Chairman

COUNTY OF MOFFAT)ss)

I, Erin Miller, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 22nd day of April, A.D. 2025

_____ **Clerk & Recorder**

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
FEBRUARY 29, 2025 THRU MARCH 31, 2025

FUND	BEGINNING BALANCE	REVENUES CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	DISBURSEMENTS CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	31,402,999.55	517,101.81	673,113.96	817.44		72,119.41			-1,008,035.02	31,658,117.15
ROAD & BRIDGE FUND	10,540,881.24		440,180.23		78,838.66	5,756.04			-586,149.68	10,479,506.49
DEPARTMENT OF HUMAN SERVICES	1,530,345.94	29,571.31	127,051.32	46.83		22.66	-48.00		-164,526.34	1,522,463.72
ACET	308,340.94		32,008.96						-1,680.62	338,669.28
MOFFAT COUNTY LOC MRKT DIST	497,829.38		7,851.00						-37,507.48	468,172.90
CONSERVATION TRUST FUND	143,794.15		12,768.06							156,562.21
MOFFAT COUNTY PUBLIC HEALTH	1,122,818.23	8,343.33	7,413.27	13.21					-52,744.29	1,085,843.75
LANDFILL	1,761,871.48		81,079.90						-87,753.19	1,755,198.19
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	2,418,064.53		55,070.97						-181,831.20	2,291,304.30
COUNTY HEALTH & WELFARE	3,839,881.78		353,588.37						-628,374.88	3,565,095.27
MEMORIAL REGIONAL HEALTH	312,414.48	79,208.86		125.43		60.80	-312,414.48			79,395.09
WARRANT FUND - COUNTY	646,699.64					2,858,889.09	-2,993,574.45			512,014.28
SHADOW MTN LOCAL IMPROVE DIST	190,480.71		1,463.50						-26.00	191,918.21
AIRPORT FUND	356,363.43		3,297.74						-3,487.24	356,173.93
PUBLIC LIBRARY	680,654.39		2,727.38						-35,233.28	648,148.49
COLO NORTHWEST COMM COLLEGE	319,983.98	79,239.47		125.55	9,840.57	60.93	-319,983.98			89,266.52
M C SCHOOLS RE#1 - GENERAL	3,266,527.85	797,338.00		1,206.10	120,428.08	744.36	-3,961,979.59			224,264.80
CAPITAL PROJECTS FUND	2,312,164.05		7,151.04			111.38			-2,699.58	2,316,726.89
PUBLIC SAFETY CENTER - CAP PROJ	560.82		1.00							561.82
NC TELECOM ESCROW ACCOUNT	253,216.84		783.15						-1,635.06	252,364.93
SUNSET #1 SECURITY DEPOSIT	18,497.43		881.00							19,378.43
SUNSET MEADOWS #1	897,710.90		42,584.34						-33,926.46	906,368.78
SUNSET MEADOWS #2	147,840.26		42,689.49						-75,943.17	114,586.58
SENIOR CITIZENS CENTER - 15	438,666.11		5,709.79						-16,660.43	427,715.47
SUNSET #2 SECURITY DEPOSIT	18,776.48									18,776.48
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	679,708.85	172,331.05		273.02			-679,708.85			172,604.07
CITY OF CRAIG	349,186.09	123,958.52		-40.83	10,544.90	8,470.29	-349,186.09			142,932.88
TOWN OF DINOSAUR	7,249.53	4,759.33			166.67	265.19	-7,249.53			5,191.19
CAPITAL FUND - CITY OF CRAIG	41,090.39	14,586.78		-4.80	1,240.87		-41,090.39			15,822.85
ARTESIA FIRE PROTECTION DISTRICT	9,205.82	3,182.42		1.98	258.63		-9,205.82			3,443.03
CRAIG RURAL FIRE PROTECTION DIST	277,130.90	41,461.30		139.04	7,443.09		-277,130.90			49,043.43
MAYBELL IRRIGATION	3,466.82	7,269.30			167.20					10,903.32
MAYBELL SANITATION	185,786.24		2,774.60						-86.53	188,474.31
COLO. RIVER WATER CONSERVATION	51,341.27	13,234.42		21.17	1,642.83	10.03	-51,341.27			14,908.45
YELLOW JACKET CONSERVANCY DIST.	2,657.78	145.60			49.79		-2,657.78			195.39
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,912.64	1,570.84		1.26			-1,912.64			1,572.10
MOFFAT COUNTY TOURISM -LODGING 19	196,126.66		980.58						-8,256.25	188,850.99
INTERNAL SER FUND-CENTRAL-DUP	97,676.07		981.83						-578.80	98,079.10
JUNIPER WATER CONSERVANCY DIST.	39,340.66		51.23							39,391.89
HIGH SAVERY WATER DISTRICT	7,001.50		687.50				-7,001.50			687.50
UPPER YAMPA WATER CONSERVANCY	93,646.23	2,045.09			2,210.55		-93,646.23			4,255.64
911 FUND	794,890.83		20,166.71						-3,581.14	811,476.40
ADVANCE TAXES - REAL ESTATE	318.14		523.49				-197.99			643.64
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	465,429.74		418,987.35				-345,677.48			538,739.61
CHECK CHANGE ACCOUNT	0.00		16,921.43				-16,921.43			0.00
INDIVIDUAL REDEMPTION ACCOUNT	134.71		11,845.23				-11,979.94			0.00
PAYROLL EFT TAX PAYMENTS	-3,006.00		322,747.26				-319,741.26			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		232,831.84				-232,831.84			0.00
COUNTY SALES & LEASES	945.79		356.23						-1,302.02	0.00
MOTOR VEHICLE REGIST.	9,790.90		4,700.62						-14,491.52	0.00
2023 TREASURERS TAX DEED	1,525.48		3,676.35				-4,610.84			590.99

2017 TREASURERS TAX DEED	465.72		4,476.14				-4,700.88			240.98
2010 TREASURER'S TAX DEED	6,291.33		120.15				-27.12			6,384.36
2024 TREASURER DEED'S	10,137.10		-2,000.00							8,137.10
GRAND TOTALS	66,974,835.78	1,895,347.43	2,938,243.01	2,725.40	232,831.84	2,946,510.18	-10,044,820.28	0.00	-2,946,510.18	61,999,163.18

I, Robert Razzano 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 28th day of February 2025.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

WS Agreement Number: 25-7308-7397-RA
WBS (Account) Code: AP.RA.RX08.73.0249

COOPERATIVE SERVICE AGREEMENT
between
MOFFAT COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.

2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
   Melody Villard, Chairman of the Board
   1198 W. Victory Way
   Craig CO 81625
   970-824-5517
   mvillard@moffatcounty.net

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.

3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees. ***{as needed}***

9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

   Emily L. Blizzard, Colorado State Director
   USDA / APHIS / Wildlife Services
   13922 Denver West Parkway
   Building 54, Suite 100-WS
   Golden, CO 80401
   303-328-9041
   emily.l.blizzard@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.

3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, marital status, familial status, parental status, religion, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 04/01/2025 and shall continue through 12/31/2025, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 84-6000785
APHIS-WS's Tax ID: 41-0696271

Cooperator: Moffat County

_____

Melody Villard, Chair BOCC
Moffat County

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

_____

Emily L. Blizzard, Colorado State Director
USDA / APHIS / Wildlife Services
13922 Denver West Parkway
Building 54, Suite 100-WS
Golden, CO 80401

Date

_____

Wendy Anderson, Western Regional Director
USDA / APHIS / Wildlife Services
2150 Centre Avenue
Building B, Mailstop 3W9
Fort Collins, CO 80526

Date

Prepared by (APHIS-WS employee): Bruce White

FY25 WORK PLAN

Cooperator:	**Moffat County**
Contact:	**Melody Villard, Ph. 970-824-5517**
Cooperative Service Agreement Number:	**25-7308-7397-RA**
WBS Element:	**AP.RA.RX08.73.0249**
FMMI Shorthand Code:	**25XXWSWR0808REIMBRX08730249**
Location:	**Moffat County, CO**
Dates:	**April 1, 2025 – December 31, 2025**

In accordance with the Cooperative Service Agreement between Moffat County, Colorado, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

Removal of nuisance animals from Moffat County properties and right of ways.

Plan of Action

Removing problem animals by trapping and/or other lethal means including artificial lighting, thermal equipment and firearms.

FY25 FINANCIAL PLAN

FY25 Wildlife Damage Management Program for Moffat County			
Personnel		$	2,992.11
Training & Conferences		$	-
Travel		$	-
Vehicle		$	162.00
Supplies & Equipment		$	460.00
Maintenance		$	-
Services		$	165.36
	Sub-Total	**$**	**3,779.47**
Overhead	16.15%	$	610.38
Pooled Job Cost (includes vehicle maintenance)	11.00%	$	415.74
TOTAL		**$**	**4,805.60**

*The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed the total estimated cost given during each agreement year. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

Melody Villard, Chair BOCC
1198 W victory Way
Craig, CO 81625
970-824-5517
tborher@moffatcounty.net

Billing Address:
Moffat County
1198 W. Victory Way
Craig, CO 81625

APHIS-WS State Office Name, Address, Phone Number, Email

April Nelson, Budget Analyst
13922 Denver West Parkway
Building 54, Suite 100-WS
Golden, CO 80401
303-328-9052
april.nelson@usda.gov

Leslie Garrison, Budget Technician
13922 Denver West Parkway
Building 54, Suite 100-WS
Golden, CO 80401
303-328-9045
leslie.garrison@usda.gov

AUTHORIZATION:

Cooperator: Moffat County

Melody Villard – Chair BOCC
Moffat County

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Emily L. Blizzard, Colorado State Director
USDA / APHIS / Wildlife Services
13922 Denver West Parkway
Building 54, Suite 100-WS
Golden, CO 80401

Date

Wendy Anderson, Western Regional Director
USDA / APHIS / Wildlife Services
2150 Centre Avenue
Building B, Mailstop 3W9
Fort Collins, CO 80526

Date

Prepared by (APHIS-WS employee): Bruce White

April 17, 2025

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

Dear Moffat County Board of County Commissioners:

Reference is made to the Lease Agreement dated August 26, 2024 (the "Lease") between Moffat County (the "Lessor") and Colorado Extreme Hockey Association (the "Lessee"). Capitalized terms used in this letter have the meanings given to those terms in the Lease.

As the Lessee under the Lease, we intend to sublease the Premises to Craig Rink Dreams LLC, an Arizona limited liability company ("Subtenant") pursuant to a Sublease Agreement to be entered into between Lessee and Sublessee (the "Sublease"). An affiliate of Subtenant currently runs a juniors hockey program at the Premises.

The Sublease will be subject to the terms and conditions of the Lease and the Lease will remain in full force and effect in accordance with its terms.

We intend to move forward immediately with this transaction and ask you to execute the below consent, as required by Article 16 of the Lease, to evidence the approval of the Sublease transaction.

Thank you for your consideration.

Sheldon Wolitski,

Colorado Extreme Hockey Association

Signed by:
By: Sheldon Wolitski
14B7EE935C0E478...
Sheldon Wolitski, President

Consent:

Lessor hereby consents to the subleasing of the Premises pursuant to the Sublease described above.

Lessor:

Moffat County Board of County Commissioners

By: _____

Name: _____, Title: _____

MOUNTAIN TEMP SERVICES LLC | MTS MOBILE STAFFING

SERVICE AGREEMENT

Client Information (Client)			
Client Name: Moffat County - Roads & Bridge Department			
Address: 1198 W Victory Way	City: Craig	State: CO	ZIP: 81625
Mailing Address (If different from Address):	City:	State:	ZIP:
Main Phone: 970-824-9108	Main Fax:	Website:	

Contact Information		
Main Contact: Rachel Bauer | Dan Miller	Main Contact Phone: 970-824-9108	Main Contact Email: rbauer@moffatcounty.no

Billing Contact Information (Mountain Temp Services, LLC will email all Invoices weekly to the following email address or Main Contact Email address)		
Billing Contact: Cathy Nielson	Billing Contact Phone: 970-824-9106	Billing Contact Email: cnielson@moffatcounty.no

Services Provided		General Labor Rate/Skilled Mark-Up Rate
• Laborer/Skilled Laborer	• Flagger	$ _____ /
• Apprentice Carpenter	• Supervisor	_____
• Carpenter	• Other Positions as Requested	

Overtime rates shall be 1 and 1/2 times the stated rate and shall be charged for any employee working in excess of 40 hours per week from Monday to Sunday, and if required by applicable law, for any employee working more than 12 hours per work day or more than 12 consecutive hours without regard to the starting and ending time of the workday, whichever calculation results in the greater payment of wages.

Mountain Temp Services, LLC, MTS Mobile Staffing Services, LLC, Mountain Professional Staffing Services, and/or Mountain Professional Cleaning & Janitorial Services ("MTS") agree to provide Client with employee(s) to accomplish the particular tasks and assignment requested by Client ("Assignment"). Client will be billed weekly for such services rendered and agrees to pay all invoices upon receipt. MTS does not accept credit card payments via third party payment services.

Client's signature on or approval of timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes MTS to bill Client for the hours worked by the named employee assigned to Client. In the event a portion of any invoice submitted by MTS is disputed, the undisputed portion shall be paid by Client. Client agrees to promptly notify MTS immediately whenever any MTS employee assigned to Client performs any work under a government contract, and Client agrees to pay to MTS a price differential to reflect the higher wages that may be due any such employee by reason of any government contract law or contract specifications.

Failure to pay in full any invoice within ~~30~~ 45 days of the invoice date shall constitute default under this Service Agreement ("Agreement"). Interest shall accrue at a rate of 1.5% a month on the entire outstanding balance of any invoice under default from the original date of such invoice until paid in full. If a dispute arises on the balance owed, Client agrees to pay all undisputed balances as they come due. If Client fails to pay MTS for any services provided and invoiced under this Agreement, and, to the fullest extent permitted by law, MTS shall also be entitled to recover reasonable attorney's fees and costs and expenses of collection and/or litigation. As collateral securing all obligations of Client to MTS, Client grants MTS a security interest in all accounts, inventory, equipment, investment property, chattel paper, instruments, documents and general intangibles now owned or hereafter acquired.

To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by MTS as provided below, MTS agrees to indemnify and hold harmless Client and its affiliates and its or their current and former partners, owners, directors, officers, employees, agents, contractors and/or representatives from any and all liability, costs and/or expenses ~~(including without limitation, attorneys' fees)~~ for any and all loss, damages, liabilities, causes of action or claims based on, arising out of, or in any manner connected with any unauthorized, unlawful or negligent acts or omissions of MTS or MTS employees related to services provided under this Agreement. Client agrees to indemnify and hold harmless MTS and its affiliates and its or their current and former partners, owners, directors, officers, employees, agents, contractors and/or representatives from any and all liability, costs and/or expenses ~~(including without limitation, attorneys' fees)~~ for any and all loss, damages, liabilities, causes of action or claims based on, arising out of, or in any manner connected with any unauthorized, unlawful or negligent acts or omissions of Client or Client's affiliates and its or their current and former customers, partners, owners, directors, officers, employees, agents, contractors and/or representatives, related to services provided under this Agreement.

MTS expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from: Client's failure to supervise, control, or safeguard premises, processes, or systems, or, without MTS's express prior written approval, entrusting MTS employees assigned to Client with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables; Client's request, Client's permission, or any MTS employee's use of any autos or mobile equipment, regardless of ownership, and Client further acknowledges and agrees that no MTS employee shall have access to Client's autos or mobile equipment without the prior written approval of MTS and only after Client has completed fully the Drivers Addendum to this Service Agreement and satisfied each condition in the Drivers Addendum; claims by MTS employees assigned to Client for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client, whether or not Client's plans exclude such MTS employees from coverage; promises of increased compensation made by Client to MTS employees assigned to Client; claims by any person relating to any Client product or service; Client's making substantial changes in the MTS employee's job duties or risks without MTS's prior written approval; claims by any person based on allegations that Client's business activities damaged the environment; the conduct of Client's officers, employees, and agents; failure by Client to provide MTS employees with a safe

Steel toe boots.

SERVICE AGREEMENT

worksite or to provide information, training, and personal protective and/or safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law; acts or omissions of any MTS employee assigned to Client in the furtherance of Client's particular business; claims for special, indirect, consequential, punitive, or lost profit damages.

Need copy of MTS Safety Policy - not in packet.

MTS agrees to provide general safety training to its employees in accordance with its Safety Policy, a copy of which will be provided to Client. MTS will generally inform employees how to report work-related injuries and illnesses and any workplace hazards. MTS will provide only the following personal protective equipment to its employees, as necessary for the Assignment: hard hat, safety glasses, gloves, safety vests and ear protection as needed. MTS expects Client, and Client agrees, to provide to MTS employees, prior to the actual commencement of work, any other personal protective equipment appropriate to such site-specific hazards, materials, equipment and/or conditions. Client agrees to participate in a risk assessment to identify all of the tasks to be performed by the employees and the hazards associated with performing those tasks in order to identify control measures to remove or minimize those hazards before work is started.

Client agrees to provide site-specific safety training for employees, in a language the employees understand, and which is identical or equivalent to that provided to Client's own employees performing the same or similar work. Client's training of the MTS employees must, at minimum, cover any and all Client safety rules, hazards at Client's workplace, site/hazard-specific personal protective equipment use, operation, and maintenance, site-specific conditions and materials (including, but not limited to, hazardous materials/chemicals/substances), safe use and operation of tools/equipment/machinery, how to report work-related illnesses and injuries, how to report workplace hazards, and emergency procedures. Client agrees to provide MTS with information about its safety policies and training and to inform MTS when site-specific training for MTS employees has been completed. If Client would like an MTS employee to perform any tasks outside the scope of the Assignment, Client must receive advance written approval from MTS for such change. MTS and Client must determine whether the employee is properly trained and equipped for any new tasks requested prior to the commencement of any new work and/or work outside the scope of the Assignment.

MTS will conduct periodic site visits and maintain contact with its employees at Client's locations to confirm its employees are not working outside the scope of the Assignment (except as specifically approved in writing and in advance of the work at issue), and to review Client's site-specific safety training and programs. MTS retains the right to remove MTS employees from a working environment which MTS, in its sole discretion, deems unsafe. Return to work will be contingent upon Client's remediation of the unsafe work condition to the satisfaction of MTS.

Client agrees to set up a process by which MTS employees can report work-related injuries and illnesses promptly to Client, and Client must inform each MTS employee of such process. Client and MTS agree to promptly inform the other party about any known work-related injuries or illnesses of MTS employees at Client's location(s). MTS will ensure that all reported injuries and illnesses are handled in accordance with the Colorado Workers Compensation Act. Client, as the supervising employer that supervises the employees on a day-to-day basis, agrees to maintain all occupational illness and injury records related to MTS employees, including but not limited to, OSHA 300 logs (and related OSHA documents), and to promptly make such records available upon request of MTS, governmental agencies, such as the Occupational Safety and Health Administration ("OSHA"), or any MTS employee or employee representative.

Client agrees to directly supervise on a day-to-day basis, each MTS employee assigned to Client and agrees to evaluate each MTS employee's job performance, including, but not limited to safe performance of work duties. Client agrees that no MTS employee shall be given access to machinery, tools, equipment, or dangerous supplies until Client is certain that the MTS employee is sufficiently trained, warned and equipped to avoid all injuries to persons or to property. If work performed by any MTS employee is not satisfactory, Client should contact MTS within two (2) hours of the job starting time, and Client will not be charged for the services. Otherwise, MTS requires a six (6) hour minimum billing charge. If any accident should occur involving any bodily injury or property damage, Client agrees to report the occurrence promptly to its own liability insurers and to MTS.

Client agrees that it will not entrust any MTS employees assigned to Client with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of MTS and then only under MTS's direct supervision, control, and/or terms.

Client acknowledges the considerable cost and expense incurred by MTS to advertise for, recruit, evaluate, reference check, train, and retain its temporary employees. Accordingly, in consideration for the services provided by MTS, Client agrees not to hire or employ any MTS' assignees, placements, employees, or staff directly or indirectly on its own or through another company, staffing, or employment agency, subcontractor, contractor, or vendor at any point in time without express written consent from MTS. Client agrees that in the event the employee is hired directly or indirectly by Client and/or employed by Client with written consent from MTS, Client shall pay to MTS a conversion fee of $1,250.00 or 5% of employee's future annual wages, whichever is greater. Client agrees that in the event the employee is hired directly or indirectly by Client and/or employed by Client without written consent from MTS, Client shall pay to MTS a conversion fee of $5,000.00 or 10% of employee's future annual wages, whichever is greater.

Suggest striking all highlighted.

Client Name: _____ **MTS Branch:** _____

Authorized Representative: _____ **Name:** _____

Signature: _____ **Signature:** _____

Date: _____ **Date:** _____

In consideration of the services to be delivered by MTS hereunder, the undersigned principal of the above described corporation, limited liability company, partnership or individual ("Guarantor"), hereby absolutely and unconditionally personally guarantees and promises to pay to MTS, on demand, after default any and all obligations of Client owed to MTS under this Agreement plus, to the fullest extent permitted by law, interest hereon at such rate set forth above and all costs, expenses ~~and reasonable attorney's fees~~ incurred by MTS in its efforts to collect such obligations. I jointly and severally agree to be personally liable for any and all amounts due if Client defaults on its payment obligations.

Guarantor Signature: _____ **Date:** _____

MOUNTAIN TEMP SERVICES LLC

MTS MOBILE STAFFING

DRIVER/OPERATOR ADDENDUM

♦ All information supplied is strictly confidential ♦

Client Information			
Client Name: Moffat County - Road & Bridge Department			
Address: 1198 W Victory Way	City: CRAIG	State: CO	ZIP: 81625
Phone: 970-824-9108	Fax:	Email: rbauer@moffatcounty.net	
On-Site Supervisor			
Supervisor Name: Michael Stuffle | Dan Miller	Supervisor Telephone #: 970-824-3211 x 1015		
Vehicle/Equipment Information			
Vehicle/Equipment Make(s) and Model(s): TBD			
Insurance Information			
Client's Insurer: CTSI | CAPP	Client's Policy Number: PK1041525		
Driver/Operator Information			
Driver/Operator Name(s):			

1. Client agrees that each of the following conditions must be satisfied before Client may permit any MTS employee to use autos or mobile equipment for Client's business purposes:
2. Client agrees that each MTS employee assigned to Client shall only use those autos, including all cars, trucks, vans, other vehicles or mobile equipment, that are owned, leased, hired, rented or borrowed by Client. All MTS employees are prohibited from driving their own vehicles to perform services on behalf of the Client.
3. Client shall confirm that the MTS employee listed above is an insured as defined in Client's business auto insurance policy and that the policy provides both liability coverage and physical damage coverage while the Client's auto or mobile equipment is under the care, custody, or control of the MTS employee.
4. Client shall provide to MTS proof of Client's business auto insurance for the autos and mobile equipment listed above.
5. ~~Client shall hold harmless and indemnify Mountain Temp Service, LLC for any liability related to the MTS employee's use of the Client's autos or mobile equipment.~~
6. Client accepts full responsibility for all MVR checks and Client shall confirm that the MTS employee listed below has a valid and suitable operator's license.
7. Client is solely responsible for all necessary and specific training on all autos and mobile equipment used by MTS employees. Client shall ensure that the MTS employee listed below can safely use Client's autos or mobile equipment.
8. Client is solely responsible for maintenance and safety of Client's autos and mobile equipment.
9. Client is solely responsible for supervision of the MTS employee while using Client's autos or mobile equipment and Client shall ensure employee's compliance with local and State laws regarding the use of the autos or mobile equipment.
10. Addendum must be signed by both parties to be valid. Each party represents and warrants to the other that the execution and delivery of the Addendum and the performance of such party's obligations herein have been duly authorized and that the Addendum is a valid and legal agreement.

Client

Name: _____ **MTS Branch:** _____

Authorized

Representative: _____ **Name:** _____

Signature: _____ **Signature:** _____

Date: _____ **Date:** _____

MOUNTAIN TEMP SERVICES LLC

MTS MOBILE STAFFING

CREDIT APPLICATION

♦ All information supplied is strictly confidential ♦

Client Information

Client Name: Moffat County		Years in Business: 114	
Address: 1198 W Victory Way Ste 111	City: Craig	State: CO	ZIP: 81625
Mailing Address (If different from Address):	City:	State:	ZIP:
Phone: 970-824-9108	Fax:	Email: rbower@moffatcounty.net	
Organization: ☐ Corporation ☐ Partnership ☐ Individual	Type of Business: Government	How long at this address? 2 yrs	
FEIN: 84-6000785	Line of Credit Requested:		

Principal Information 1

Principal Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	ZIP:

Principal Information 2

Principal Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	ZIP:

Principal Information 3

Principal Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	ZIP:

Accounts Payable Contact Information

Accounts Payable Contact: Mindy Newell	Accounts Payable Contact Phone: 970-824-9103	Accounts Payable Contact Email: finance@moffatcounty.net

Business History

Do you have more than one location or office? ☐ Yes ☐ No If yes, please provide a list of additional locations	Has this company ever been sued or placed in collections? ☐ Yes ☐ No If yes, please attach a written explanation.

Trade/Business Reference 1

Business Name: Yampa Valley Electric		Contact Name:	
Account Number:	Phone: 970-824-6593	Fax:	Email:

Trade/Business Reference 2

Business Name: MJK Sales + Feed		Contact Name:	
Account Number:	Phone: 970-824-6581	Fax:	Email:

Trade/Business Reference 3

Business Name: Grainger		Contact Name:	
Account Number:	Phone: 800-Grainger	Fax:	Email:

The Undersigned as inducement to grant credit warrants the information submitted is true and correct. Mountain Temp Services, LLC is authorized to investigate the credit information listed.

Authorized Representative: _____ **Signature:** _____

Title: _____ **Date:** _____

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
and MOFFAT COUNTY SHERIFF
Resolution No. 2025-41

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO, and MOFFAT COUNTY SHERIFF, REAFFIRMING OUR COMMITMENT TO SECOND AMENDMENT RIGHTS AND OPPOSING COLORADO SENATE BILL 25-003

WHEREAS, Moffat County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners is authorized to act, and,

WHEREAS, the Moffat County Sheriff derives the statutory authority to function as the Chief Law Enforcement Officer for Moffat County, and,

WHEREAS, the Second Amendment to the United States Constitution declares, "A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms shall not be infringed," a right affirmed by the U.S. Supreme Court in *District of Columbia v. Heller* (554 U.S. 570, 2008) as an individual right to use arms in defense of hearth and home, and in *McDonald v. Chicago* (561 U.S. 742, 2010) as applicable to the states through the Fourteenth Amendment; and

WHEREAS, Article II, Section 13 of the Colorado Constitution states, "The right of no person to keep and bear arms in defense of his home, person and property, or in aid of the civil power when thereto legally summoned, shall be called in question," and Article II, Section 3 recognizes the inalienable right to defend life and liberty; and

WHEREAS, Colorado Senate Bill 25-003 (SB 25-003), passed by the Colorado General Assembly on March 28, 2025, and awaiting the Governor's signature, imposes restrictive regulations on the manufacture, distribution, transfer, sale, and purchase of specified semi-automatic firearms, including permitting, training, and background check requirements, and classifies certain rapid-fire devices as prohibited dangerous weapons; and

WHEREAS, SB 25-003 establishes penalties, including class 2 misdemeanors for initial offenses and class 6 felonies for subsequent offenses, and mandates license revocation for dealers who violate its provisions, thereby threatening the livelihoods of gun store owners, manufacturers, and employees, and potentially driving firearm-related businesses out of Colorado; and

WHEREAS, SB 25-003 represents an unfunded mandate, imposing significant administrative burdens on county sheriffs—background checks, document creation and record-keeping—without additional funding or resources, diverting law enforcement from essential public safety duties and straining county budgets already facing deficits; and

WHEREAS, the Moffat County Board of County Commissioners estimate that SB 25-003 will cost the state millions in implementation and annual maintenance (e.g., $1.4 million in the first year and $500,000 annually thereafter), exacerbating Colorado's budget shortfall of over $1.3 billion, and imposing unnecessary costs and fees on law-abiding citizens exercising their constitutional rights; and

WHEREAS, the Moffat County Board of County Commissioners and Moffat County Sheriff collectively view SB 25-003 as an unconstitutional overreach by the Colorado General Assembly, infringing upon the Second Amendment, the Fifth and Fourteenth Amendments (by depriving gun owners of property rights), and Article II, Section 11 of the Colorado Constitution (prohibiting retrospective laws), while failing to effectively enhance public safety, as criminals will likely disregard these regulations; and

WHEREAS, Moffat County has previously declared itself a Second Amendment Sanctuary County, and Moffat County Board of County Commissioners and Moffat County Sheriff stand united in defending the constitutional liberties of their residents, including the right to self-defense and lawful firearm ownership, against burdensome and ineffective legislation; and

WHEREAS, while supporting responsible firearm ownership and public safety, the Moffat County Board of County Commissioners and Moffat County Sheriff believe SB 25-003 disproportionately harms rural communities, small businesses, and law-abiding citizens, undermines local economies, and disregards the values and will of their constituents; and

WHEREAS, the Moffat County Board of County Commissioners and Moffat County Sheriff have voiced strong opposition to SB 25-003, highlighting its impracticality and the excessive burden it places on their offices; and

WHEREAS, the Moffat County Board of County Commissioners and Moffat County Sheriff have taken oaths to uphold the U.S. and Colorado Constitutions and are entitled to express the will of their constituents through resolutions opposing legislation deemed unconstitutional or detrimental to their communities.

NOW, THEREFORE, BE IT RESOLVED by the Moffat County Board of County Commissioners and Moffat County Sheriff, Moffat County, Colorado:

1. Reaffirmation of Constitutional Rights: The Moffat County Board of County Commissioners and Moffat County Sheriff reaffirm their commitment to preserving the constitutional rights of their constituents, particularly the right to keep and bear arms as protected by the Second Amendment of the U.S. Constitution and Article II, Section 13 of the Colorado Constitution, with Moffat County specifically reaffirming its status as a Second Amendment Sanctuary County.

2. Opposition to SB 25-003: The Moffat County Board of County Commissioners and Moffat County Sheriff formally oppose Colorado Senate Bill 25-003 as an unconstitutional, burdensome, and ineffective legislative overreach that infringes upon the rights and liberties of law-abiding citizens, jeopardizes self-defense, damages local economies, and imposes unfunded mandates on counties and sheriffs.

3. Call to Action: The Moffat County Board of County Commissioners and Moffat County Sheriff collectively urge Governor Jared Polis to veto SB 25-003, encouraging alternative approaches that respect constitutional rights while addressing public safety in a practical and effective manner.

4. Scope of Resolution: This resolution serves as a formal expression of political principle and constitutional interpretation, reflecting the will of the Moffat County Board of County Commissioners and Moffat County Sheriff's constituents. It is not intended to direct or require any official, employee, or law enforcement officer to violate state or federal law.

5. Distribution: Copies of this resolution shall be transmitted to:

- Governor of the State of Colorado, Jared Polis
- President of the Colorado Senate, James Coleman
- Speaker of the Colorado House of Representatives, Julie McCluskie
- State Senator, Dylan Roberts and Representative, Meghan Lukens

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PASSED and APPROVED on this 9th day of April 2025.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Melody Villard, Chair of the Board

Donald Broom, Vice Chair of the Board

Tony Bohrer, Commissioner

MOFFAT COUNTY SHERIFF

K.C. Hume, Sheriff

STATE OF COLORADO)

) ss.

COUNTY OF MOFFAT)

I, Erin Miller, Deputy County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness, my hand and seal of said County this 9th day of April 2025.

COMMISSIONERS SEAL MOFFAT COUNTY, COLORADO

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

Kelly PC
MUNICIPAL LAWYERS
est. 1987

Melinda A. Culley
(303) 298-1601 tel
(303) 298-1627 fax
melinda@kellypc.com

April 7, 2025

Rachel Bower
Human Resources Director
1198 W. Victory Way, Suite 111
Via email: rbower@moffatcounty.net

Re: Engagement Letter – Special Counsel Services

Dear Rachel:

This letter will confirm our firm's engagement to provide special counsel services to Moffat County ("County") pertaining to local government matters. These services will be provided to the County on an as-needed basis. We appreciate this opportunity to be of service to the County on this matter.

Melinda Culley will be the attorney responsible for performing work pursuant to this engagement. Our rate for these services is $235.00 per hour, including one-way travel to the County if requested by the County. We will bill the County monthly, indicating the services performed and time spent. The County agrees to pay all invoices in full within thirty (30) days of receipt. Any amounts not paid within thirty (30) days of the date of the bill may be subject to a late payment charge of 1½ percent per month.

We look forward to working with you. If the foregoing terms and conditions are acceptable, please have one copy of this letter signed by the appropriate County official and return the signed copy to Ms. Culley at melinda@kellypc.com.

Sincerely,

KELLY PC

By: Melinda A. Culley
Melinda A. Culley

The foregoing terms and conditions are accepted this __8th___ day of ___April_____, 2025.

MOFFAT COUNTY, COLORADO

By: Melody Fillard

Its: Board of County Commissioner, Chair

April 9, 2025

The Honorable John Hickenlooper
Hart Senate Office Building
120 Constitution Ave NE, Suite SH-316
Washington, DC 20510

The Honorable Michael Bennet
261 Russell Senate Building
Washington, DC 20510

The Honorable Joe Neguse
2400 Rayburn HOB
Washington, DC 20515

The Honorable Jeff Hurd
1641 Longworth HOB
Washington, DC 20515

Dear Honorable Members of the Colorado Congressional Delegation:

Thank you for taking the time to meet with us at the National Association of Counties Legislative Conference in March. During our congressional meetings, we committed to providing you with specific local examples of how federal funding freezes and cuts are affecting our communities. We write to you today to provide one example that affects both Routt and Moffat Counties.

For many years, Routt and Moffat Counties have worked together on issues of shared importance. One example of this partnership is the Yampa River Leafy Spurge Project (YRLSP). The YRLSP was created in 2015 by a group of organizations and individuals in Moffat and Routt Counties to combat leafy spurge infestations along the Yampa River corridor.

Leafy spurge is an extremely invasive, deep-rooted, and non-native perennial plant that adapts to a wide variety of habitats. It competes with native and other desirable species for food, space, and water. In Colorado, county commissioners are statutorily required to adopt noxious weed management plans for unincorporated lands within their jurisdiction, as outlined in the Colorado Noxious Weed Act (35-5.5-105). Leafy Spurge is a List B noxious weed species. As such, we have a statutory requirement to manage it with a current goal of containment to reduce continued impacts and to protect our lands for future generations.

Some of the impacts to lands infested by leafy spurge include decreased agricultural productivity, displacement of wildlife habitat and food sources, toxicity to cattle and horses, and degradation of riparian areas and water quality, to name just a few.

In our region, the infestation, which was once concentrated in a 15- mile stretch of the Yampa River riparian areas in western Routt County and eastern Moffat County, has now spread along the Yampa River and into Dinosaur National Monument. It is in Little Yampa Canyon as well as

along irrigation ditches and tributaries of the Yampa River. The goal of the YRLSP is to combat the leafy spurge infestation throughout Yampa River Watershed.

Both Routt and Moffat counties have provided financial support to the YRLSP for many years. In 2023, the federal government committed to this project, providing $539,174 over seven years. The "Green/Yampa River Inundative Biological Control Strategy Project (IBCS)" was funded through a grant received by Dinosaur National Monument (along with Glen Canyon National Recreation Area and Grand Canyon National Park) as part of a larger National Park Service Colorado River Invasive Species initiative, using federal Inflation Reduction Act dollars. Our counties saw this federal investment as an opportunity to increase the program's effectiveness by advancing two main goals:

- Releasing 50,000–100,000 biocontrol agents (i:e., beetles) each year to target leafy spurge in the Yampa and Green River basins
- Establishing self-sustaining "natural insectaries" to provide a local source of beetles for land managers and landowners to collect from and release on their lands

This popular public-private partnership program relies on the use of voluntary participation from willing landowners and deploys volunteers to maximize financial efficiencies. It is precisely the type of program that must continue if we are to meet our obligations under Colorado law to manage leafy spurge. We ask that you help us in our efforts by advocating for continued federal funding through The Green/Yampa River Inundative Biological Control Strategy Project (IBCS)." We stand ready to support you in those advocacy efforts.

Sincerely,

Sonja Macys, Chair
Routt County Board of County Commissioners

Melody Villard, Chair
Moffat County Board of County Commissioners

Honorary Proclamation

by the County Commissioners

WHEREAS, prayer has aided us in all times where support and guidance are needed; and

WHEREAS, the National Day of Prayer is a time set aside for Americans to pray to their heavenly Father and to reaffirm the spiritual principles upon which our nation was founded; and

WHEREAS, it is fitting that we should give thanks for the freedom and prosperity which our nation and state enjoys and to pray for the continued guidance and comfort which God has graciously bestowed upon this nation since its inception; and

WHEREAS, across our land on May 1st, 2025, Americans will unite at specific times in prayer for our nation, state, county and cities, to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal of moral values and to invoke God's blessings upon our leaders;

*Now, Therefore, We, the Commissioners of Moffat County, of the State of Colorado, do hereby proclaim May 1st, 2025, as "**MOFFAT COUNTY DAY OF PRAYER**"*

Signed this 22nd day of April, 2025

Board of County Commissioners
Moffat County

Tony Bohrer
Commissioner, District 1

Melody Villard
Commissioner, District 2

Donald Broom
Commissioner, District 3

_____
Clerk to the Board

CONTRACT FOR SERVICES AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 22nd day of April, 2025 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Taft Stettinius & Hollister, LLP ("Consultant"), whose address is 675 E. Fifteenth St., Suite 2300, Denver, CO 80202; Phone: (303)299-8284; Email: TPSchenken@taftlaw.com.

WHEREAS, the BOCC wishes to employ the services of Consultant as an independent Consultant and Consultant 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 Consultant agree as follows:

Article 1 - Scope of Work.

1. The Consultant shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the Scope of Work attached to and incorporated in this Agreement by reference as:

- Exhibit "A" RFQ 2025-01 RFQ Legal Services to Establish a Community Economic Development Fund
- Exhibit "B" Proposal by Taft/Sherman and Howard law firm dated March 28, 2025.
- Exhibit "C" Taft Cost Estimate Email

Article 2 - Time of Performance.

2.1 Services of the Consultant shall commence on April 25, 2025 and shall be substantially completed September 1, 2025, no matter the date of execution of this Agreement.

Article 3 - Compensation/Appropriation.

3.1 The amount to be expended pursuant to this Agreement is estimated to be less than $72,000.00 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: Each party hereto agrees that the revenues and expenditures hereunder shall *constitute current expenditures and revenues payable and receivable in the fiscal years for which funds* are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment Procedures

CONSULTANT shall submit Applications for Payment. Applications for Payment will be processed by the Moffat County Natural Resources Department.

4.1 PROGRESS PAYMENTS: BOCC shall make monthly progress payments on account of the Contract Price on the basis of CONSULTANTS Applications for Payments as recommended by the Natural Resources Department and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Consultant shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Consultant shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Consultant 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, Consultant shall make its records with respect to matters covered by this Agreement available for examination. The Consultant 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 Consultant.

The Consultant shall perform its duties hereunder as an independent Consultant and not as an employee. Consultant 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 Consultant 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 Consultant nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Consultant 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 Consultant 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 Consultant and its Subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Consultant and subcontractors(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 Consultant 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.

Left blank intentionally

Article 11 - Insurance.

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

> Workers' Compensation & Employers' Liability and Unemployment Insurance: Not Required for this contract.
>
> Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
>
> Comprehensive Automobile Liability, Not Required for this contract.
>
> Professional Liability Insurance: $1,000,000 per claim, and $1,000,000 aggregate.

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 Consultant 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. **Consultant shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof shall be named as an additional insured on Consultant'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 Consultant, 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

Consultant 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 Consultant 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 Consultant 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 - Termination for Cause.

If the Consultant 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 Consultant, 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 Consultant is determined.

Article 14 - 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 Consultant. If this Agreement is terminated for the convenience of BOCC, the Consultant shall be paid for services provided prior to the date of termination.

Article 15 - Conflict of Interest.

During the term of this Agreement, the Consultant 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 16 - Modifications.

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

Article 17 - Governing Law.

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

Article 18 - 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.

Article 19 - 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:
Jeff Comstock, Director
Natural Resources Department
1198 W Victory Way, Suite 104
Craig, CO 81625
(970) 826-3400
Email: jcomstock@moffatcounty.net

Consultant:
T. Parker Schenken
675 E. Fifteenth St., Suite 2300
Denver, CO 80202
(303)299-8284

Email: tpschenken@taftlaw.com

Article 20 - 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 21 - 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 22 - 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 Consultant on this Agreement and any modification hereto shall be effective for all purposes.

Article 23 - 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.

Article 24 - 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 Consultant.

[The remainder of this page intentionally left blank.]

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By:_____ Date:_____
Melody Villard, Chair

ATTEST:

_____
Clerk to the Board

CONSULTANT:

Taft Stettinius & Hollister, LLP

By: _____
T. Parker Schenken

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025 by T. Parker Schenken.

MY COMMISSION EXPIRES: _____

_____
Notary Public

_____
Address of Notary Public

Attachments:

- Exhibit "A" RFQ 2025-01 RFQ Legal Services to Establish a Community Economic Development Fund
- Exhibit "B" Proposal by Taft/Sherman and Howard law firm dated March 28, 2025
- Exhibit "C" Taft Cost Estimate Email

EXHIBIT
A
14 pgs.

Request for Quote (RFQ)
Moffat County Colorado
1198 W. Victory Way, Suite 104
Craig, CO 81625

RFP(Q) Number:	**2025-01**	Description: **Legal Services to Establish a Community Economic Development Fund**
Issue Date:	**3-1-2025**	
Deadline to notify intent to bid:	**3-20-2025**	
Deadline for submitting questions:	**3-25-2025**	
Submission Deadline:	**4-1-2025**	
BOCC Final Award:	**4-22-2025**	

The Moffat County Commissioners (BOCC) will be accepting sealed proposals from qualified firms or teams for **Legal Services to Establish a Community Economic Development Fund.** Proposals may be submitted to the office of Moffat County Natural Resources Department, 1198 W. Victory Way, Suite 104, Craig, CO 81625, up to 11:00 A.M., on **4/1/2025 and bidders must notify Moffat County of their intent to bid by 3/20/2025.**

Bid Documents and specifications are available online at www.publicpurchase.com and at the Moffat County Natural Resources Office, address above.

QUESTIONS:

All questions pertaining to this RFQ must be submitted in writing by **3/25/2025** to Jeff Comstock, Natural Resources Director, jcomstock@moffatcounty.net. Phone (970)826-3400.

NOTE: Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

GENERAL INSTRUCTIONS:

1. GENERAL CONDITIONS

1.1 BOCC is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position.

1.2 Consultant shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized

representative of the company shall initial all corrections or erasures made on your bid.

1.4 Left Blank Intentionally.

1.5 In submitting the bid, the Consultant agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.

1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Consultant is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Consultant.

1.7 Upon receipt and evaluation of the responses, selected Consultants may be required to make in-person presentations to the BOCC.

1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Consultant; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Consultant.

1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.

1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.

1.11 Left Blank Intentionally.

1.12 All information submitted in response to this bid is public after the bid opening. The Consultant should not include as a part of the response to the invitation to bid any information which the Consultant believes to be a trade secret or other privileged or confidential data. If the Consultant wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.

1.13 The Consultant who is selected as the Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Consultant or its employees, servants, agents that may arise out of the agreement.

1.14 The Consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.

1.15 **No work shall commence nor shall any invoices be paid** until the Consultant provides the requested proof of insurance as outlined in the "Insurance Requirements for Consultants" and until such proof is accepted by Moffat BOCC. Additionally, the Consultant will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.

1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.

1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

1.18 Left Blank Intentionally.

1.19 Left Blank Intentionally.

1.20 Left Blank Intentionally.

1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.

1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

2. INSURANCE

1.23 The Consultant who is selected as the Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Colorado.

1.24 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.

1.25 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

1.26 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

1.27 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

1.28 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."

1.29 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

1.30 If you have any questions concerning the insurance requirements, please contact the Director of Natural Resources at (970) 826-3400 at least one week prior to the bid opening date.

1.31 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Consultant agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. In the event that any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.

1.32 Consultant shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

1.33 No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Natural Resources Department.

- Bid Package:
  - General Instructions;
  - Bidding Instructions;
  - Bid Form;
  - Certificate of Intent to Subcontract; and
  - Scope of Work and Appendix A

Submission Requirements: Interested firms or consultants must submit a proposal that includes:

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

1. Bid Form
2. Certificate of Intent to Subcontract
3. Bid Proposal describing ability and experience addressing Scope of Work Tasks and Responsibilities, including:
   A. Introduction:
      - Firm/Consultant name, contact information, and relevant qualifications.
      - Brief description of your experience in developing similar initiatives.
   B. Approach and Methodology:
      - Detailed approach to achieving the scope of work Tasks and Responsibilities and Project Schedule.
      - Timeline with key milestones.
   C. Team and Expertise:
      - Resumes or bios of key personnel involved in the project.
      - Description of relevant experience and roles.
   D. Budget and Fees:
      - Detailed cost proposal, including hourly rates or fixed fees.
      - Any additional expenses or costs anticipated.
   E. References:
      - At least three references from similar projects, including contact information.

BID FORM FOR PROJECT 2025-1

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Scope of Work, Plans, and Specifications and the site of the proposed work and receipt of Addendum No(s).

I/We hereby propose to furnish all labor, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to in **RFQ 2025-1– Legal Services to Establish a Community Economic Development Fund**, as advertised by Moffat County, Colorado, in the Craig Daily Press, March 2025, a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to_____, by adequate Workers Compensation Insurance.
(Consultant)

I/We hereby agree to execute a Contract and supply Insurance Endorsement forms within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable.

I/We hereby agree to commence the work within the specified time frame following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed".

Respectfully submitted,

_____

Signature Date

Please print clearly.

Name/Title: _____

Company Name: _____

Mailing Address: _____

Street Address: _____

City/State/Zip Code: _____

Phone: ( ) _____

Email: _____

County: _____

State of: _____

Attest: _____

DUNS No.: _____

(SEAL)

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must also file legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item requested in the Scope of Work, a completed Certificate of Intent to Subcontract, a signed Anti Collusion Affidavit.

INSURANCE REQUIREMENTS

CONSULTANT'S LIABILITY INSURANCE: The Consultant shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Consultant's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
5. Claims for professional malpractice and/or liability including errors or omissions coverage for Consultant and any of its employees and/or agents.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	$1,000,000.00
	Each Accident or Occurrence:	$1,000,000.00
Property Damage Liability:	Each Accident or Occurrence:	$1,000,000.00
	Aggregate:	$1,000,000.00
Professional Malpractice: and/or Liability including errors or omissions	Each Incident or Occurrence:	$1,000,000.00
	Aggregate:	$1,000,000.00

And shall be furnished in types specified, as follows:

1. Consultant's Liability Insurance issued to and covering the liability for damage imposed by law upon the Consultant and each subcontractor with respect to all work performed by them under the Agreement.

2. Consultant's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant with respect to all work under the Agreement performed for the Consultant by subcontractors.

3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant and each subcontractor(s) arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.

4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Consultant shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Consultant or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Consultant's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of $1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Consultant shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Consultant shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Consultant. If requested by BOCC, Consultant to provide a copy of the insurance policy to BOCC.

Failure of the Consultant to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Consultant further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Consultant from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Consultant agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Consultant's breach of this Agreement or acts or failures to act by Consultant or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

_____Does Or **_____Does Not** intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

_____
Company

_____
Name (Please Print)

_____
Title

_____
Signature

_____
Date

SCOPE OF WORK

For

Legal Services to Establish a

Community Economic Development Fund

Moffat County Colorado
1198 W. Victory Way, Suite 104 Craig, CO 81625

Description: Legal Services for Establishing a Community Economic Development Fund

RFP(Q) Number: 2025-1

BOCC Final Award Date: 4-22-2025

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1. Background:

The Moffat County Board of Commissioners and Craig City Council (Local Governments) entered into Memorandums of Understanding in 2024 to jointly participate in the Colorado Public Utility Commission (PUC) hearings regarding Electric Resource Plans (ERP's) for both Tri-State Generation Transmission and Xcel Energy. The result of year-long PUC process with Tri-State was a minimum of $22 million settlement that would be deposited into a Community Economic Development Fund, which will be established through this Scope of Work. The Settlement specifically states *"Tri-State agrees to provide a direct benefit of community assistance of $5.5M per year to be paid in years 2026 through 2029 into an economic development fund established and administered by the Communities, to reflect impact of the earlier closure of Craig 3."* In addition. the settlement provides for up to $48 million of "Backstop Payments" dependent upon the level of property tax paid by Tri-State between 2028 and 2038. Backstop payments will be deposited into the same Community Economic Development Fund established by this Scope of Work. In 2025 the local governments will participate in a similar PUC process regarding Xcel Energy that has the potential to add to the Community Economic Development Fund, with significantly smaller dollar amounts. This endowment will serve as a long-term financial mechanism to support local economic development initiatives with particular focus on offsetting lost revenue from tax base and jobs lost by closing local coal mines and power plants.

2. Purpose:

This Scope of Work is designed to provide the detail to solicit a legal team to represent the best interests of the Local Governments while establishing a comprehensive legal framework for a Community Economic Development Fund. The Framework shall be based on the concept of maintaining and increasing the fund into perpetuity, and focusing spending of the interest gained from the fund, but providing for an occasional principal reduction, with the proper strategy to pay back principal. Qualified expenses shall fall within guidance provided by the local governments (Exhibit A). Expenses shall follow the general philosophy of increasing economic development within the local community and offsetting the losses of property tax base and jobs that are experienced from closing coal mines and electricity generation.

3. Tasks and Responsibilities:

1. Develop a comprehensive legal framework for establishing a Community Economic Development Fund (the Fund) in compliance with local, state, and federal laws and regulations.
2. Review existing community desires for the Fund and local government goals by coordinating with the Local Governments (Moffat County Commissioners and the Craig City Council) and their representatives/staff.
3. Develop a legal framework for the Fund, such as policies and procedures for establishing and operating the Fund. This may include a charter, bylaws, and fund/trust agreements, etc.
4. Develop legal framework for the governance structure, such as the establishment of a Board of Directors. Documents should identify roles and responsibilities of the Board of Directors, conflict-of-interest policies, and policies for fund management, as well as disbursement, and oversight of funds.
5. Specifically identify the documents that bidder will complete to establish the legal framework for both the Fund and the governance board, along with a timeframe for completion. In addition, suggest when workshops or meetings with local governments would be appropriate throughout the process of developing a framework for the Fund and the governance board. Bidder should consider the two meetings mentioned in the "location of work" section of this Scope of Work.
6. Incorporate existing verbal agreements between Local Governments into the legal framework, which include:
    a. The Fund should be designed to be perpetual, utilizing the interest generated to promote economic development which offsets local property tax and employment losses from the closure of Craig Station and local coal mines.
    b. Principle from the Fund should not be regularly drawn down, but could be periodically reduced with a strategy to repay and grow the fund beyond the principal reduction.
    c. Board of Directors should be 5 members which control the dispersal and oversight of funds based on established criteria. (Exhibit A)
7. Provide local governments with compliance requirements to maintain the Fund.
8. Present draft documents to the local governments for final review and approval. Prepare, file, and record documents with appropriate local, state, federal agencies.
9. Bidder should include the possibility of "as-needed" periodic legal counsel regarding setup or operation of the Fund.
10. Bidders should include a List of Deliverables based on the above Tasks and Responsibilities to establish a legal framework for both the Fund and the governance board.

4. Location of Work:

While most of the work may be performed remotely via video conferences, bidders should budget a MINIMUM of two face-to-face meetings in Craig, Colorado. The first meeting should occur immediately after this contract is awarded so that the Local Governments and Contractor may discuss expectations and outcomes, as well as share any information or questions between the Local Governments and the Contractor that may not be covered in this Scope of Work. The second face-to-face meeting should be a final presentation of the framework and summary of products to both the Moffat County Commissioners and Craig City Council for final review and approval.

5. **Monthly Financial Reporting Requirements and Invoice Process:**

- Monthly billing and Invoices must be submitted to the assigned Local Government representative. Billing must be accompanied by an expenditure report, typically generated from financial tracking software, to include, where appropriate or relevant: time sheets/timecards, staff/employee time allocation forms, payroll reports from "official" payroll system or system of record, proof of purchases, itemized receipts, detailed account of all related expenses, and related project objective and date of the expenditure. Such supporting documentation shall be considered part of Grantee Records and shall be kept for the duration of the Record Retention Period.
- If there have been no expenditures for the previous month, no reimbursement request needs to be submitted.

6. Project Schedule:

This Scope of Work shall be completed no later than August 1, 2025.

Contractor should respond to this Scope of Work by including a detailed schedule of products to be completed and timeframes and dates for completion.

7. Evaluation Criteria

Proposals will be evaluated based on the following:

1. **Qualifications and Experience (30%)**
   - Demonstrated experience with similar projects.
   - Relevant expertise of the proposed team.
2. **Approach and Methodology (30%)**
   - Clarity and feasibility of the proposed approach.
   - Alignment with project goals and objectives.
3. **Budget and Cost Effectiveness (20%)**
   - Reasonableness of proposed costs.
   - Value offered relative to the scope of work.
4. **References and Past Performance (20%)**
   - Feedback from references.
   - Success in similar engagements.

EXHIBIT A: Moffat County/City of Craig Community Development Trust-Guiding Principles.

Moffat County/City of Craig
Community Development Trust

Guiding Principles
January 27, 2025

1) Trust Goal and Background:
Trust Proceeds will be utilized with a goal of offsetting primary employment losses and county property tax losses from the closure of Craig Station. Overall objective is to encourage businesses and/or individuals to create primary jobs and significant property tax base in Moffat County and employ, to the extent practical, Moffat County residents. The Trust will initially be funded through community assistance payments described in the 2024 Unopposed Comprehensive Settlement Agreement, Section 5, of the Tri-State ERP, dated June 27, 2024.

2) Financial Objectives:
a) Indefinite preservation of the principal and utilize accrued interest for grants, loans, or expenditures for qualified economic development activities (Section 4, Criteria for Spending Trust Funds) with direct benefit to the community. .
b) Spending of the accrued interest generated in the Trust does not have to occur annually and in rare occasions, the principal may be spent with a commitment and schedule to repay it as approved by the Board of Directors.
c) Private Corporations, Moffat County Commissioners, and the Craig City Council may qualify for funds if being utilized for economic development consistent with "4) Criteria for Spending Trust Funds."
d)Trust funds should be invested with professional investment institutions that meet the intent of CRS 24-75-601.1 (investment considered a public fund with a goal of no net loss in principal). Any change to the investment strategy of "*public fund with a goal of no-net-loss in principal,*" or 2a-2c above, requires a 2/3 majority vote of County Commission and City Council (2 of 3 Commissioners, AND 5 of 7 Council members).

3) Board of Directors:
Commissioners and Council will appoint a 5-member Board of Directors to review fund requests and distribute funds. The Board is authorized to establish subcommittees and appoint subcommittee members to work on specific issues or topics and provide recommendations back to the Board.

a) Board of Director Membership:

The Board shall consist of 5 members:
Three (3)-year terms (no term limits) : Appointed by respective boards listed below.

- One (1) County Commissioner Appointment- may be a seated commissioner or any representative the Commission appoints.
- One (1) City Council Appointment- may be a seated council member or any representative the Council appoints.
- One (1) School District Appointment-may be a seated School District Board Member or any representative the School Board appoints.

2-year terms (no term limits): Appointed by 2/3 majority vote of County Commission AND City Council (2 of 3 Commissioners AND 5 of 7 Council members)

- One (1) Financial institution representative (employee or board member from a bank, investment firm, or similar)
- One (1) Citizen at large

b) Board of Director Operation:

- **$5.5M/year will be paid into the Trust on behalf of the Communities (Moffat County and City of Craig) in 2026, 2027,2028, 2029 totaling $22,000,000 cash by 2029.**
- **$220,000 of interest will likely be generated in 2026, and $880,000 in 2029.**

1) The Board of Directors will need start-up support from the Commission and the Council for 1 year. During the 1st year, the Commission and the Council will likely need to offer the Board access to fleet vehicles, travel assistance, legal staff, etc. The Council and the Commissioners will jointly allocate $5000.00 total to help with costs like insurance, travel, public notices, etc. during year 1 of operation.
2) Starting year 2, revenue generated from interest should be utilized to fund administrative, legal, financial/accounting services, office expenses, annual operation costs, travel as necessary and ongoing software support for analysis tools, modeling, matrices, and return on investment evaluation regarding money spent from the Trust.
3) The Board of Directors will post public notice for meetings. The Board is expected to offer public comment opportunity at least quarterly.
4) The Board of Directors is expected to provide a budget and operating plan to the Commissioners and the Council for 2/3 majority approval, within the first year, including a clear description of administrative costs vs project costs, with a goal of assuring that administration costs are not out-of-proportion with project costs.
5) The Board of Directors shall provide a publicly available annual Trust report to the Commissioners and City Council. The report shall also describe fund performance, including local economic impacts of projects funded, and expected financial and employment returns to the Community.

4) Criteria for Spending Trust Funds:

Money must be spent on projects/initiatives that create or retain primary jobs and that significantly contribute to the diversification of the Moffat County property tax base. The Board is expected to create and implement criteria and sideboards of how the Trust funds will be spent. Each project will require a completed economic incentives application that will be reviewed and approved by the Board. The approval process will likely involve the use of economic development software that is designed to project Return on Investment (ROI), performance standards, and economic and social impacts of a project. It may be necessary to partner with other economic development organizations, retain consultants, or purchase software and utilize staff to evaluate proposals.

Spending of Trust monies will hold to these general principles:

1) Trust must create primary jobs in Moffat County identified by the North American industry Classification System (NAICS):

NAICS Primary Job Definition: A job that is available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy. In general, retail businesses do not provide primary jobs.

For reference, typical NAICS Primary Job Sectors are:

NCAIS Sector #	Description
111	Crop Production
112	Animal Production
113	Forestry and Logging
11411	Commercial Fishing
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
51	Information (excluding motion picture theaters and drive-in motion picture theaters)
523-525	Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415-5419	Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions

2) Trust funds could be spent on expenses related to creation or retention of primary jobs and include: land, buildings, equipment, facilities, expenditures, targeted infrastructure, and other improvements that support primary jobs.
3) Return on Investment (ROI) will be evaluated for each project by the Board (or staff/contractors) utilizing standard economic impact analysis tools that are known and accepted in the economic development community.
4) Trust fund payments are not made until a performance agreement is executed and obligations and expenditures are met and verified.
5) Yearly reporting requirements that coincide with the performance agreement will be necessary to hold the recipient of the trust funds accountable for its commitments to the community. The performance agreement will also list the repayment terms that must be made if the requirements specified in the agreement are not met.

5) RFQ For Legal Services to Establish Trust:

An RFQ will be issued soliciting qualified legal services to establish the Trust, followed by an RFQ to solicit professional entity(s) qualified to invest the community assistance payments. RFQ selections will be by 2/3 majority vote of County Commission and City Council (2 of 3 Commissioners, AND 5 of 7 Council members).

EXHIBIT
B
22 pgs.

Taft/ Sherman & Howard

Taft's Legal Capabilities

Moffat County RFQ 2025-01

March 28, 2025

Moffat County
EST. 1911
COLORADO'S GREAT NORTHWEST

Re: RFP for Legal Services to Establish a Community Economic Development Fund

Dear Mr. Comstock:

Thank you for the opportunity to submit this response to the Request for Quote (RFQ) from Moffat County, Colorado (the "County") relating to legal services to establish a community development fund.

As you may be aware, effective January 1, 2025, Sherman & Howard merged with Taft Stettinius & Hollister LLP ("Taft"). With our longstanding historical Sherman & Howard roots in Colorado and the additional resources now available to us due to the merger, Taft is well-qualified to provide the services described in the RFQ. We are regularly sought after and retained as economic development counsel to counties and other political subdivisions throughout the Mountain West, and have been privileged to serve in important roles as communities seek to leverage various economic development incentives. In addition, we regularly serve as bond, issuer's, tax, borrower's, disclosure, and underwriter's counsel on a wide variety of public and nonprofit sector financings in the Mountain West and throughout the country, which are often accompanied by economic development incentives, and are familiar with the applicable constitutional and statutory limitations affecting such programs. We have actively assisted in the establishment and funding of community resources throughout Colorado for over 130 years. Our attorneys build strong, lasting relationships by providing our clients with superior service and innovative solutions. We have the professional skills, knowledge, and experience to provide quality legal services to Moffat County in a manner that is responsive to the RFQ.

I, Parker Schenken, will serve as the lead for Moffat County. Over the course of my career, I have been involved in numerous financings involving public and private projects, as well as assisted in the provision of economic development incentives for said projects. We will proudly serve as your economic development counsel, working closely with you to achieve your goals, not merely as outside advisor, but rather as an integral part of your team.

Thank you for offering us the opportunity to provide information about our team, our experience in economic development incentives, and our ability to assist you with the establishment of the proposed economic development fund.

Sincerely,

T. Parker Schenken
Partner, Public Finance

Table of Contents

Request for Quote (RFQ)
Moffat County Colorado
1198 W. Victory Way, Suite 104
Craig, CO 81625

RFP(Q) Number:	**2025-01**	Description: **Legal Services to Establish a Community Economic Development Fund**
Issue Date:	**3-1-2025**	
Deadline to notify intent to bid:	**3-20-2025**	
Deadline for submitting questions:	**3-25-2025**	
Submission Deadline:	**4-1-2025**	
BOCC Final Award:	**4-22-2025**	

The Moffat County Commissioners (BOCC) will be accepting sealed proposals from qualified firms or teams for **Legal Services to Establish a Community Economic Development Fund.** Proposals may be submitted to the office of Moffat County Natural Resources Department, 1198 W. Victory Way, Suite 104, Craig, CO 81625, up to 11:00 A.M., on **4/1/2025 and bidders must notify Moffat County of their intent to bid by 3/20/2025.**

Bid Documents and specifications are available online at www.publicpurchase.com and at the Moffat County Natural Resources Office, address above.

QUESTIONS:

All questions pertaining to this RFQ must be submitted in writing by **3/25/2025** to Jeff Comstock, Natural Resources Director, jcomstock@moffatcounty.net. Phone (970)826-3400.

NOTE: Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

GENERAL INSTRUCTIONS:

1. GENERAL CONDITIONS

1.1 BOCC is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position.

1.2 Consultant shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized

representative of the company shall initial all corrections or erasures made on your bid.

1.4 Left Blank Intentionally.

1.5 In submitting the bid, the Consultant agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.

1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Consultant is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Consultant.

1.7 Upon receipt and evaluation of the responses, selected Consultants may be required to make in-person presentations to the BOCC.

1.8 It is understood that the BOCC reserves the right to negotiate a contract with the selected Consultant; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Consultant.

1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.

1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.

1.11 Left Blank Intentionally.

1.12 All information submitted in response to this bid is public after the bid opening. The Consultant should not include as a part of the response to the invitation to bid any information which the Consultant believes to be a trade secret or other privileged or confidential data. If the Consultant wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.

1.13 The Consultant who is selected as the Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur ~~as a result of~~caused by the ~~acts, omissions or~~ negligence of the Consultant or its employees, servants, agents that may arise out of the agreement, ~~;~~provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

1.14 The Consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant.

1.15 **No work shall commence nor shall any invoices be paid** until the Consultant provides the requested proof of insurance as outlined in the "Insurance Requirements for Consultants" and until such proof is accepted by Moffat BOCC. Additionally, the Consultant will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.

1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.

1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

1.18 Left Blank Intentionally.

1.19 Left Blank Intentionally.

1.20 Left Blank Intentionally.

1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.

1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

2. INSURANCE

1.23 The Consultant who is selected as the Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Colorado.

1.24 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.

1.25 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

1.26 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

1.27 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

1.28 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."

1.29 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

1.30 If you have any questions concerning the insurance requirements, please contact the Director of Natural Resources at (970) 826-3400 at least one week prior to the bid opening date.

1.31 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Consultant agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. In the event that any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.

1.32 Consultant shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

1.33 No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

BIDDING INSTRUCTIONS:

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Natural Resources Department.

- Bid Package:
  - General Instructions;
  - Bidding Instructions;
  - Bid Form;
  - Certificate of Intent to Subcontract; and
  - Scope of Work and Appendix A

Submission Requirements: Interested firms or consultants must submit a proposal that includes:

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

1. Bid Form
2. Certificate of Intent to Subcontract
3. Bid Proposal describing ability and experience addressing Scope of Work Tasks and Responsibilities, including:
   A. Introduction:
      - Firm/Consultant name, contact information, and relevant qualifications.
      - Brief description of your experience in developing similar initiatives.
   B. Approach and Methodology:
      - Detailed approach to achieving the scope of work Tasks and Responsibilities and Project Schedule.
      - Timeline with key milestones.
   C. Team and Expertise:
      - Resumes or bios of key personnel involved in the project.
      - Description of relevant experience and roles.
   D. Budget and Fees:
      - Detailed cost proposal, including hourly rates or fixed fees.
      - Any additional expenses or costs anticipated.
   E. References:
      - At least three references from similar projects, including contact information.

BID FORM FOR PROJECT 2025-1

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Scope of Work, Plans, and Specifications and the site of the proposed work and receipt of Addendum No(s).

I/We hereby propose to furnish all labor, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to in **RFQ 2025-1– Legal Services to Establish a Community Economic Development Fund**, as advertised by Moffat County, Colorado, in the Craig Daily Press, March 2025, a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to Taft Stettinius & Hollister LLP (Consultant), by adequate Workers Compensation Insurance.

I/We hereby agree to execute a Contract and supply Insurance Endorsement forms within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable.

I/We hereby agree to commence the work within the specified time frame following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed".

Respectfully submitted,

Signature Date

Please print clearly.

Name/Title:	T. Parker Schenken / Partner
Company Name:	Taft Stettinius & Hollister LLP
Mailing Address:	675 E. Fifteenth St., Suite 2300
Street Address:	(see above)
City/State/Zip Code:	Denver, CO 80202
Phone:	(303) 299-8284
Email:	TPSchenken@taftlaw.com
County:	Denver
State of:	Colorado
DUNS No.:	

Attest: _____

(SEAL)

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must also file legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item requested in the Scope of Work, a completed Certificate of Intent to Subcontract, a signed Anti Collusion Affidavit.

INSURANCE REQUIREMENTS

CONSULTANT'S LIABILITY INSURANCE: The Consultant shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Consultant's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
5. Claims for professional malpractice and/or liability including errors or omissions coverage for Consultant and any of its employees and/or agents.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	$1,000,000.00
	Each Accident or Occurrence:	$1,000,000.00
Property Damage Liability:	Each Accident or Occurrence:	$1,000,000.00
	Aggregate:	$1,000,000.00
Professional Malpractice: and/or Liability including errors or omissions	Each Incident or Occurrence:	$1,000,000.00
	Aggregate:	$1,000,000.00

And shall be furnished in types specified, as follows:

1. Consultant's Liability Insurance issued to and covering the liability for damage imposed by law upon the Consultant and each subcontractor with respect to all work performed by them under the Agreement.

2. Consultant's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant with respect to all work under the Agreement performed for the Consultant by subcontractors.

3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Consultant and each subcontractor(s) arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.

4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not lessthan $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Consultant shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Consultant or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for Consultant's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of $1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Consultant shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Consultant shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Consultant. If requested by BOCC, Consultant to provide a copy of the insurance policy to BOCC.

Failure of the Consultant to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Consultant further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Consultant from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Consultant agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by ~~or resulting from~~ Consultant's breach of this Agreement or negligent acts or negligent failures to act by Consultant or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

____Does Or X___Does Not intend to subcontract a portion of the work.

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

Taft Stettinius & Hollister LLP
Company

T. Parker Schenken
Name (Please Print)

Partner
Title

Signature

March 28, 2025
Date

Taft/ Sherman & Howard

Bid Proposal

i. Introduction

1. Firm Name, contact information & relevant qualifications

Taft / Sherman & Howard
675 Fifteenth Street, Suite 2300
Denver, CO 80202
(303) 297-2300

Taft Stettinius & Hollister LLP (Taft) combined with Sherman & Howard LLP on January 1, 2025. The highly regarded Public Finance team at Sherman & Howard will be referred to as Taft throughout this response.

Our professionals are regularly sought after and retained as economic development counsel and bond, issuer's, tax, and borrower's counsel on a wide variety of public and nonprofit sector financings.

2. Brief description of experience developing similar initiatives

We assist in development and infrastructure financings to fund the improvement and expansion of existing municipalities, set up legal frameworks to promote economic activity and increase job opportunities in the community, as well as engage in financings for large-scale projects. We have been pivotal in the growth of numerous cities and towns throughout the Midwest and the Mountain West. We regularly assist counties and cities navigate the statutory requirements surrounding economic development instruments and help them identify economic development targets and create economic development policies consistent with those targets.

With significant experience in the public law area and tax incentives available to promote economic development, Taft attorneys currently serve as special counsel relating to tax increment financing and economic development on projects throughout the United States. We collaborate with states, counties, cities, special districts, infrastructure banks, housing authorities, and various other organizations. Our attorneys work in unison to devise innovative financing structures, economic development programs, and solutions that fulfill our client's requirements while adhering to tax, securities, and state regulations.

Our experienced team adopts a proactive stance, foreseeing potential legal challenges and opportunities, and aids our clients with economic development instruments, bond financings, tax incentive programs, and novel financing methods. We counsel clients through all phases of a project, from conceptualization and structural assessment to finalization and ongoing compliance after issuance.

ii. Approach & Methodology

1. Detailed approach to achieving the scope of work , Tasks & Responsibilities and Project Schedule

Our first step in any project is to become familiar with the scope and needs of the client. Our attorneys will review the Memoranda of Understanding between Craig City and Moffat County, identify gaps requiring input from the stakeholders, and prepare a list of tasks needed to drive the project through completion. While this review is taking place, our attorneys will simultaneously research statutory requirements affecting the fund to ensure that appropriate background research is complete within the allotted project timeline to avoid unnecessary delays.

With respect to ensuring completion of time-sensitive duties in accordance with project timelines, our practice is to promptly establish a schedule, distribute timelines designating parties responsible for specific tasks, and hold to those deadlines unless unavoidable circumstances cause delays. We work with all responsible parties to ensure adherence to the schedule while maintaining sufficient flexibility to accommodate unexpected circumstances.

To meet the requirements of Moffat County, our attorneys will make themselves available physically, virtually, by phone, and by e-mail during working hours. Urgent issues are dealt with as needed after working hours and during weekends and holidays.

Our approach will be to assign work to the attorney whose experience and knowledge will allow the services to be performed most effectively and efficiently. When assigning Taft attorneys, we consider the experience and billing rates of our attorneys, the complexity of the matter, and Moffat County's potential exposure to liability. The per-matter team leader's knowledge of the availability and capability of team members is critical to how we will coordinate our services to you. While each matter will be assigned a team leader, once the matter progresses, Moffat County may choose to work directly with any attorney on that team without concern about potential communication silos. Our teammates are in constant communication with each other.

Parker Schenken and other appropriate team members are committed to attend meetings in person or virtually to present resolutions and other related matters, as requested. Between meetings, we will communicate regularly with Moffat County personnel and handle requests for information at the time of the request whenever possible. We pride ourselves on our responsiveness. The Taft "golden rule" for our client communications is to respond within 24 hours and more promptly if circumstances warrant.

We will treat Moffat County's legal needs with the highest priority. We employ a technical and project management approach aimed at ensuring the timely completion of time-sensitive duties: drafting and revising quality documents; and thorough vetting of projects to ensure compliance with legal requirements and restrictions. Through our long history as counsel to Colorado public entities, we have developed institutional knowledge and professional relationships that will allow us to coordinate communications among Moffat County, its advisors, and other governmental entities with ease. We will continue to keep abreast of important policy and legal issues facing Moffat County, track changes to relevant statutes, attend relevant public meetings, and keep lines of communication with Moffat County open. We are comfortable working with outside counsel and often are used to keep complicated and multi-faceted efforts efficient. No matter the number of moving parts, Taft will ensure that the legal needs of Moffat County are met.

2. Timeline with key milestones

Based on the information provided, we would propose the following project timeline:

- Review of existing documentation on the plans to create the Community Economic Development Fund, identification of gaps, and preparation of project timeline. (1-2 weeks)
- Approval of project timeline and project tasks by stakeholders and working group (1st Milestone 1)
- Preparation of legal documents needed to create the Fund (including main internal governance documents) (2 weeks).
- Creation of the Fund. (2nd Milestone)
- Identify desired outcomes of the stakeholders and formulate actionable economic development targets to guide the Fund's policies. (2-3 weeks).
- Preparation of economic development policies and procedures that will guide the Fund's actions and the evaluation of economic development assistance application. (3-4 weeks).
- Approval of internal economic development policies and procedures. (3rd and Final Milestone)

This timeline, while aggressive, provides some contingency in case we encounter additional requirements not known at this time (e.g., any approval by Moffat's Board of County Commissioners or the City of Craig's City Council would be subject to their public meeting calendars and their internal governance policies, which could delay some of these steps).

During this whole process, the Taft team will be in constant communication with the different stakeholders to ensure their input is reflected in all the work performed.

iii. Team & Expertise

1. Resume or bios of key personnel involved

We believe the experience of our team of attorneys in public finance with state and local government law has prepared us to capably advise Moffat County in connection with its economic development matters. Members of the team will integrate their experience to ensure that legal services are seamlessly interwoven with Moffat County's operations and other responsibilities.

The primary attorneys proposed for the Moffat County legal team are as follows:

Parker Schenken

Parker Schenken practices principally in the areas of municipal law and public finance. Parker joined the firm in early 2017 after spending nearly 23 years with an Omaha law firm, where he led the firm's public finance group, served on the firm's executive committee, and served as outside general counsel to a national FHA/HUD and Fannie Mae DUS lender. Parker devotes a substantial portion of his practice to public finance transactions and the provisions of public economic development incentives to private projects.

Parker also advises clients in the context of commercial lending, corporate law, and real estate, providing a broader view of the larger picture of economic development projects. He serves as bond counsel, underwriter's counsel, disclosure counsel and bank/bond purchaser's counsel in connection with various municipal bond issues, including traditional tax-exempt financings, private activity bonds, and other taxable and tax-advantaged financings. He also represents institutional lenders and borrowers in connection with the structuring and documentation of secured lending transactions.

He is a member of the National Association of Bond Lawyers. Before beginning his law career, he worked as a civil engineer with an Omaha-based architecture and engineering firm.

Cory Kalanick

Cory represents governmental entities, including the State of Colorado; state and local governments; numerous state and local housing authorities; special districts; and other political subdivisions, as well as underwriters and lenders, in public finance transactions, election law, constitutional law, and economic development matters in Colorado and around the Rocky Mountain West.

Cory serves as the lead bond counsel to the Colorado Housing and Finance Authority (CHFA) in connection with its multifamily housing and conduit bond programs. Cory has worked with CHFA and other housing authorities, including the Denver Housing Authority, to develop innovative methods to conserve and manage volume cap resources, including through local government transfers, statewide balance applications through DOLA, and volume cap recycling. In the past five years alone, his work with CHFA and other housing authorities has resulted in nearly 10,000 new or preserved affordable housing units for families, seniors, veterans, at-risk youth, and other homeless populations across Colorado, and he is now working with the newly formed Middle-Income Housing Authority.

In addition, Cory serves as outside general counsel to the Colorado Educational and Cultural Facilities Authority (CECFA) to assist CECFA in its mission of providing tax-exempt financing for cultural and educational institutions, including charter schools, universities, museums, public media, and other institutions. He has worked with many other public finance clients throughout the bond issuance process and has provided legal advice regarding applicable federal and state securities and tax laws in connection with the issuance and refinancing of public debt. He has worked on the financing and refinancing of 501(c)(3) nonprofit organizations, qualified small issue manufacturers, schools, universities, public transportation systems, water and wastewater facilities, hospitals, community and cultural centers, and public safety facilities. His experience also includes working closely with the State Treasurer's office in service as bond counsel to the State of Colorado in connection with multiple issuances of General Fund Tax and Revenue Anticipation Notes (GTRANs).

Cory is also an adjunct professor at the University of Denver's Sturm College of Law, where he teaches a public finance seminar, and frequently presents at conferences for the

National Association of Bond Lawyers (NABL), Housing Colorado and other public finance organizations. He is also active in the community, having recently completed a 6-year term as board treasurer for the Downtown Denver Expeditionary School (DDES). Cory was awarded 40 Under 40 by the *Denver Business Journal* in 2023 and also named in *Best Lawyers in America* for Public Finance Law in Denver in 2024.

Jill Sweeney is a Partner of Taft's Public Finance Group and the New Mexico Office Lead. Jill focuses her practice on New Mexico governmental legal issues, particularly government finance law, securities law, economic development and state tax incentive law, and government relations, and regularly represents issuers and underwriters in connection with the issuance of government securities. Prior to entering private practice, Jill served as a legislative analyst for the Legislative Finance Committee where she was assigned various state agencies. She also served as general counsel to the Finance and Administration where she practiced personnel, procurement, contract, and state constitutional law. As general counsel, she has dealt with a variety of government issues raised by the Procurement Code, the Joint Powers Act, the Open Meetings Act, the Public Records Act, government charter matters, election matters, the anti-donation clause of the New Mexico state constitution, and a variety of other state constitutional issues. Jill was recognized as Best Lawyers in America 2015, 2019 and 2020 as the Lawyer of the Year in Public Finance Law – Albuquerque and is ranked Band 1 in Chambers USA. She received her Bachelor of Business Administration, cum laude, from the Anderson School of Management of the University of New Mexico in 1986 and her Master of Business Administration and Juris Doctor from Wake Forest University in 1992, where she served as the Executive Editor of the Wake Forest Law Review. Jill is a member of the State Bar of New Mexico, the American Bar Association and the National Association of Bond Lawyers. She serves as a member of the executive team of the Enchantment Land Certified Development Corporation. She is also involved in the Rocky Mountain Chapter of Women in Public Finance and the Rocky Mountain Chapter of the National Federation of Municipal Analysts. Jill frequently presents to business groups and the State Bar regarding economic development, bond, disclosure and tax issues, procurement and lease purchase matters, public improvement districts, tax increment districts, and legal finance issues related to land use planning. She also regularly assists in legislative drafting and the creation of legislative solutions to public finance policy issues.

Alejandro Armelles Bello

Alejandro Armelles Bello advises different parties involved in public finance transactions and acts as general counsel and economic development counsel to local governmental entities.

Alejandro has experience in drafting economic development policies and preparing economic development assistance documents for a wide variety of public finance transactions. He has acted as issuer and general

counsel to county and local governmental entities, assisting in the creation of economic development policies and procedures and advising in both daily operational matters and more complex public-private collaboration transactions.

He also has a strong finance and accounting background, having worked as a financial analyst at a prominent international investment bank, determining the accounting treatment of complex transactions and helping upper management identify weaknesses in the internal controls structure.

Jessie Salas

Jessie Salas practices in the firm's Public Finance group, where she assists on a variety of public finance transactions, including as bond counsel, disclosure counsel, and underwriter's counsel.

She joined Taft after completing the firm's Summer Associate Program in 2022. Prior to that, Jessie was a participant in the Colorado Pledge to Diversity Program.

Prior to joining the firm, Jessie served as a summer law clerk for Strive Health in Denver, where she gained valuable experience in the healthcare industry. In her role, she researched and drafted memoranda on a variety of topics including telehealth legislation, enforceability of non-compete agreements and antitrust compliance.

While in law school, Jessie received the prestigious Judge Clarence A. Brimmer Scholarship, which is awarded to the student who has demonstrated excellence while in law school through academics, service, involvement, and leadership.

Vanessa Gonzalez

Vanessa Gonzalez is a practice assistant in Taft's Public Finance group. She is a first-generation graduate and proud Latina, holding a bachelor's degree in criminology and criminal justice with a minor in Psychology from the University of Northern Colorado. Vanessa's professional journey began as an underwriter assistant at Intact Insurance after graduating college in 2021. Now, she looks forward to progressing her career in the legal field at Taft.

2. Description of relevant experience and roles

Our team is currently bond and economic development counsel for several counties and cities in New Mexico. As part of those engagements, we have assisted our clients to prepare economic development policies and procedures to meet their economic development targets and ensure that they are taking advantage of all the economic development tools available to them under federal and state law.

Similarly, we assist our clients during negotiations with economic development grant and financing applicants; identifying risks for our clients and coordinating economic development efforts with state and other local governmental entities.

Some of the projects we have directly worked on as bond and economic development counsel are:

- Assisted the City of Artesia and its Chamber of Commerce in developing its Economic Development Policy.
- Assisted the County of Bernalillo, New Mexico, secure additional investment from Array Tech, Inc. for a new manufacturing facility in the community through the use of local, state, and federal tax incentives and grants while creating specific, actionable job generation and economic development targets to ensure the community's return on investment.
- Advised the Village of Los Lunas, New Mexico, during the negotiations of the expansion of the Meta facility located in the Village, and the financing and development of the public infrastructure needed to support it.

This list is not meant to be exhaustive, and we would be happy to provide additional examples upon request.

iv. Budget & Fees

1. Detailed cost proposal, including hourly rates or fixed fees

The following hourly rates will apply for all matters except for flat fee matters:

Position	Hourly Rate
Partner/Of Counsel	$595
Associate	$395
Paralegal	$200

Payments for such services shall be contingent on sufficient appropriations available to pay for their performance. The decision of Moffat County as to whether sufficient appropriations are available shall be accepted by Taft and shall be final.

Taft will use fifteen (15) minutes (0.25 hour) as its minimum billing unit.

Absent an agreement otherwise in advance in writing, payments are due within 30 (thirty) days of receipt of a statement.

We will prepare and deliver a single monthly billing statement to you for all matters for which legal work was performed during that month. Our monthly billing statements will consist of (1) a summary page at the front end of each statement that identifies the specific matters worked on during the statement period and the aggregate charges for each such matter and (2) detailed billing reports for each matter during

the statement period that tell you, by day, what work was done, who did the work, the time spent and the individual charge for such work, as well as a brief explanation of out-of-pocket costs incurred on your behalf during the statement period.

Alternative Fee Structures. We would be happy to explore other potential fee structures such as flat fees per project, volume discounts, etc. We are flexible in our approach to fees and willing to work with Moffat County to honor its project budgets and the Fund's overall mission. Regardless of Moffat County's preference, we are confident in our ability to deliver cost-effective counseling services, and our expertise and experience with similar housing authorities make Taft the right "fit" as Moffat County's economic development counsel.

Ensuring the Lowest Cost. It is worth noting that our staffing approach is to assign work to the attorney whose experience and knowledge will allow the services to be performed most effectively and efficiently. This structure ensures the lowest cost to Moffat County. Factors involved in assignments include the experience and billing rates of our attorneys and the complexity of the matter. Similarly, work not requiring an attorney will be delegated to paralegals and practice assistance to reduce the cost to Moffat County. The team leader's knowledge as to the availability and capability of team members is critical to how we coordinate our services to you.

2. Additional expenses or costs anticipated

While we do not anticipate any at this point, third-party fees or costs, such as filing fees, service of process fees, transcript and deposition fees, computer-assisted legal research fees, expert witnesses, investigative fees or fees of special counsel retained to assist us in a matter (for example, special state regulatory counsel), will be billed separately to Moffat County. We will bill all third-party fees and costs, without mark-up, and based on the amounts invoiced to us.

v. References

1. References from similar projects with contact information

1. Colorado Educational & Cultural Facilities Authority (General Counsel)

   Mark Heller
   Executive Director
   (303) 884-8401
   mheller@cecfa.org

2. Middle-Income Housing Authority (General Counsel)

   Hilary Cooper
   Program Administrator, OEDIT
   (720) 215-1339
   hilary.cooper@state.co.us

3. Colorado Housing and Finance Authority

   Heather Schell, Esq.
   General Counsel
   (303) 297-7391
   hschell@chfainfo.com

4. County of Bernalillo, New Mexico
   (505) 948-8558
   Marcos A. Gonzales
   Executive Development Officer

   maagonzales@bernco.gov

Other References

1. Jeff Kraft
   Deputy Director, OEDIT and Director of Business Funding and Incentives
   (303) 501-4095
   jeff.kraft@state.co.us

2. Alex Gano, Esq.
   Attorney, New Communities Law PPLC
   (720) 792-5152
   alex.gano@newcommunitieslaw.com

vi. Note regarding indemnification provisions

Per discussions with our general counsel, we made some comments to the indemnification language included in the RFQ form. These comments were made as a redline for easier identification. Please let us know if those changes present any issues.

EXHIBIT
C
1 pg.

From: Schenken, T. Parker
To: Jeff Comstock
Subject: Taft/Community Development Fund
Date: Monday, April 14, 2025 10:19:30 AM
Attachments: image001.png
image002.png

Good morning Jeff,

In preparation for our meeting later this morning, as requested, we have put together a preliminary cost estimate for the legal services we anticipate would be necessary to establish the County's economic development fund. As mentioned, this estimate by nature includes a number of assumptions, since the path, framework and structure of the fund, as well as the nature and complexity of the ultimate grant and/or loan agreements with fund recipients, as well as the prospects for any extended negotiations, disputes and/or litigation should that occur, are not certain (we have assumed there will not be any disputes or extended negotiations, and services associated with any litigation are of course not included). For those reasons, we view this type of an estimate as preliminary – and would refine it periodically (which may include reduction of estimates as appropriate) as the process moved forward. This estimate also does not include the ongoing "as needed" services, or services needed to finalize any particular grant or loan of funds once the fund is established. For this purpose, taking into account the anticipated steps outlined below, and based on an assumed "blended" hourly rate, we estimate that the costs associated with the formation of the fund would be somewhere between $50,000 and $80,000. We would of course only charge for time actually spent on the matter, and if, during the course of the engagement, the anticipated budget would change (in either direction) we would consult with you as early in the process as possible. We look forward to talking with you in more detail.

Parker

Tasks	Hours	Rate*	Total
Review of Underlying Settlement Agreements	10	$ 495.00	$ 4,950.00
Legal Research on Establishment of Fund and Investment/Application of Funds	15	$ 495.00	$ 7,425.00
Discussions with City/County/Community Representatives and Tri-State. Establish of Framework and Goals/Term Sheet	15	$ 495.00	$ 7,425.00
Drafting Documents for Agency/Entity Agreement and Related Approvals	20	$ 495.00	$ 9,900.00
Establishing and Documenting Internal Governance Documents/Bylaws, Related Policies	20	$ 495.00	$ 9,900.00
Preparation for and Participation in Public Meetings	15	$ 495.00	$ 7,425.00
Drafting of Policies and Procedures for Application and Use of Funds, Application Forms	20	$ 495.00	$ 9,900.00
Creating Program Document Plan (i.e., identifying forms of grant/loan documents)	20	$ 495.00	$ 9,900.00
Contingency	10	$ 495.00	$ 4,950.00
*assumed blended rate	145		$ 71,775.00

T. Parker Schenken

Partner

Taft/ Sherman &Howard

675 Fifteenth Street, Suite 2300, Denver, Colorado 80202
Direct: 303.299.8284 | Office: 303.297.2900 | Mobile: 402.616.2874 | Email: TPSchenken@taftlaw.com

Sherman & Howard has joined Taft. | **Effective January 1, 2025. Learn more here.**