

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, August 12, 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) July 22 (pgs 3-6)
- b) July 28 – CBOE (pgs 7-9)

Resolutions:

- c) 2025-72: Payroll (pg 10)
- d) 2025-74: Payroll (pg 11)
- e) 2025-75: A/P (pg 12)

Contracts & Reports:

- f) CO Aeronautics Division Small Dollars Grant application (pgs 13 & 14)
- g) FAA Reimbursement Agreement – ASOS Relocation (pgs 15-24)
- h) Colorado Department of Public Health & Environment/Department of Public Health – Emergency Preparedness contract amendment #2 (pgs 25-38)
- i) Treasure's Report (pgs 39 & 40)
- j) Memo of Understanding w/City of Craig re: Water Usage at Fairview Cemetery (pgs 41-43)
- k) Personify Health Plan Administration Services (pgs 44-60)
- l) Department of Human Services Core Services Plan – Request for State Approval of Plan (pgs 61-70)
- m) Ratify:
 - Energy Worker Penalty Waiver Act Letter of Support (pgs 71 & 72)
 - Forest Service letter (pgs 73 & 74)

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:

- 1) Board of County Commissioners & Natural Resources Department – Jeff Comstock
 - Resolution 2025-76: Approving an Establishment Agreement Creating the Moffat Economic Development Authority; the Investment Policy of the Authority; the Appointment of Board Members of the Authority; and Other Matters Related Thereto (pgs 75-77)



9:55 AM 8/25/2025

- Adopt final Economic Development Authority agreement (pgs 78-105)
- Moffat Economic Development Authority Investment Policy (pgs 106-109)

8:45 am - Public Hearing:

- 2) **Planning & Zoning – Candace Miller**
 - Orsted Conditional Use application C-25-06 (pgs 110-112)
 - Martin Replat application S-25-05 (pgs 113-115)

Staff Reports:

- 3) **Road & Bridge Department – Dan Miller**
 - Bid Recommendation(s);
 - Hydraulic Mulcher (pg 116)
 - Asphalt Striping (pg 117)
- 4) **Office of Development Services – Neil Binder**
 - Bid Recommendation:
 - Roof Top Unit replacement at the Public Safety Center (pg 118)

Adjournment

The next scheduled BOCC meeting will be Tuesday, August 26, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/MdocAjunUlc>

OR

https://www.youtube.com/results?search_query=moffat+county+government

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

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



9:55 AM 8/25/2025

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

July 22, 2025

In attendance: Melody Villard, Chair; Tony Bohrer, Board Member; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Chris Nichols; Cathy Nielson; Heather Brumblow; Mark Wick, James Brumblow; Tracy Winder; Rachel Bower; Heidi Rogers; 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 - striking item "G". Broom seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) July 8

Resolutions:

- b) 2025-67: Transfer of Intergovernment Funds
- c) 2025-68: Payroll
- d) 2025-70: A/P
- e) 2025-71: P-cards

Contracts & Reports:

- f) Treasurer's Report(s)
- g) ~~Memo of Understanding w/City of Craig re: Water Usage at Fairview Cemetery~~
- h) City of Craig/Moffat County - Airport Intergovernmental Agreement
- i) Ratify:
 - IN-RICHES Grant Match Funding letter of support
 - Landlord's Estoppel Certificate – Mountain Air Spray

Villard made a motion to approve the consent agenda items A-I – with the above correction. Bohrer seconded the motion. 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:

Tracy Winder, came up before the BCC to share election related news.

Staff Reports:

Human Resources Department – Rachel Bower

- Veteran's Services Officer Employment Offer(s)

Bower requested the BCC's approval to fill two part-time Veteran Service Officer vacancies. There were two applicants for the positions: Mark Wick, interviewed on June 30, 2025 and James Brumblow, interviewed on July 1, 2025. The salary for this position is reimbursed by the state. Bohrer clarified that by hiring two part-time positions, the County is hoping to provide better coverage/services and more longevity, but down the road, if one of the candidates leaves for whatever reason, the additional spot would not necessarily automatically be refilled.

Broom made a motion to approve to fill the two part-time Veteran Service Officer vacancies with Mark Wick and James Brumblow. Bohrer seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

- July Budget Supplemental (Resolution 2025-69) (see attached)

Villard read the Public Hearing protocol and declared the Public Hearing open.

Nielson presented the July Budget Supplemental and highlighted any transactions that were over \$10,000. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:	
Unexpected Revenue	\$309,555.97
Transfers	\$160,933.39
Increase Spending Authority	\$60,100.00
Rollovers	\$0.00
Downward Supplemental	\$7,089.82
Total Adjustments	\$537,679.18

Contingency Account History	
Balance as of January 1, 2025	\$625,000.00
March Supplemental	\$0.00
July Supplemental	\$0.00
December Supplemental	\$0.00
Balance as of July 22, 2025	\$625,000.00

Emergency Reserve Account History*	
Balance as of January 1, 2025	\$1,380,130.00

Balance as of July 22 , 2025	\$1,380,130.00
------------------------------	----------------

*Emergency Reserve is 10% of the current year general fund budget

Villard asked the audience if there was anyone that would like to speak either for or against the March Supplemental Budget.

There was no public comment either for or against.

Back in regular session, Bohrer moved to approve the July Budget Supplemental (**Resolution 2025-69**). Broom seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department – Dan Miller

- Request Waiving Bid Process/Contract Approval for D-6 Caterpillar Dozer rebuild

Due to the high cost of new equipment, the Road & Bridge Department have decided to start refurbishing equipment with certified rebuilds whenever possible. The department has a 1989 D-6 Caterpillar dozer (originally purchased for \$124,763.00) that is due for replacement this year. A complete rebuild by Wagner Equipment in Hayden is estimated to cost \$207,514.26, which should extend the life another 20 plus years. The rebuild will come with a 5-year, 5000-hour warranty. The County owns four dozers; three are down. It would take two months to rebuild the dozer.

Miller requested to waive the bid process to rebuild the 1989 D-6 dozer and award it to Wagner Equipment of Hayden.

Bohrer moved to waive the bid process for the rebuild of the 1989 D-6 Caterpillar dozer. Broom seconded the motion. Motion carried 3-0.

Bohrer moved to award the contract to rebuild the 1989 D-6 Caterpillar dozer to Wagner Equipment of Hayden for \$207,514.26. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:59 am

The next scheduled BOCC meeting is Tuesday, August 12, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

MOFFAT COUNTY CBOE Hearing Schedule
July 28, 2025 – 10 am

County Board of Equalization Hearings

In attendance: Melody Villard, Chairman; Tony Bohrer, Board Member; Erin Miller, Deputy Clerk & Recorder; Larona McPherson, Moffat County Assessor; Max Salazar, County Attorney, Cammie Herod; Kris Brannan; John Watt

Commissioner Broom was absent

Call to Order

Commissioner Villard read the Board of Equalization Public Hearing protocol.

10:00-10:15 am Edward & Kris Brannan
R012361 / Parcel No. 0649-304-00-004
60285 Hwy 318
Maybell, CO

There was no one present to represent this property. McPherson and Herod came up before the CBOE and explained that the stated reason for this protest was that the property owner feels that land taxes are unconstitutional and the property should have a zero-tax value. McPherson explained that this five-acre parcel is valued at \$345 and the outbuilding is valued at \$17,535, for a total of \$17,880. The Assessor's office feels this is a fair market value for this property.

There was no public comment either for or against.

Back in regular session, Bohrer moved to deny the appeal of \$0 on account R012361, and continue with the current valuation of \$17,880. Villard seconded the motion. In discussion, Villard read from the CO Constitution: "Article 10, Section 3, that all real and personal property not exempted, shall be taxed." Motion carried 2-0.

10:15-10:30 am Edward & Kris Brannan
R012362 / Parcel No. 0649-304-00-003
60285 Hwy 318
Maybell, CO

Kris Brannan was present to represent this property. McPherson explained that between the land and outbuildings on this property, the valuation is \$65,764. And as was stated on the first protest, the property owner feels that land taxes are unconstitutional and the property should have a zero-tax value. Brannan presented a land grant that states there should be no taxes on this property. Villard asked for clarification from McPherson that the CBOE has five days to come up with a decision, since Brannan presented information at the hearing that was not included in her initial protest? McPherson agreed that was correct. Villard asked if she could get copies of the materials that Brannan brought in? Villard asked

the other board member for his thoughts. Bohrer stated that he feels they should just move forward at this point with a decision.

There was no public comment either for or against.

Back in regular session, Bohrer moved to deny the appeal of \$0 on R012362, and continue with the current assessed valuation at \$65,764. Villard seconded the motion. Motion carried 2-0.

10:30-10:45 am

John Raymond, Jr. & Lynda Marie Watt
R002194 / Parcel No. 0637-142-00-011
1000 CR 119
Maybell, CO

John Watt was present to represent this property. McPherson explained that while the actual current market valuation on this property is \$60,993, an override was done by a state decision in 2017 that has held the property valuation at \$35,266. McPherson gave the value of comparables in the area at \$114,000+. McPherson and one of her employees have had lengthy phone calls with the property owner to try and help him understand the situation.

Watt stated that his protest was in relation to the increase of the value of the Agricultural Residence and condition/maintenance of the County road. He feels that the valuation on the Ag Residence should be \$12,752. After giving a history of the property, and additional conversation, the Assessor was able to help the owner understand that his valuation has not changed due to the override that exists on his property.

There was no public comment either for or against.

Back in regular session, Bohrer made a motion on R002194 to deny the appeal of \$12,752 as presented and that the Assessor will keep the override amount of \$35,266. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 10:55 am

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2025-72
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 7/19/2025

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 8/1/2025

FROM FUND:

General	0010.7000	\$267,013.93	cr
Road & Bridge	0020.7000	\$166,014.55	cr
Landfill	0070.7000	\$14,811.87	cr
Airport	0120.7000	\$371.49	cr
Library	0130.7001	\$11,520.79	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,670.70	cr
Mo Co Tourism	0320.7000	\$3,254.99	cr
PSC Jail	0072.7000	\$73,367.05	cr
Human Services	0030.7100	\$70,450.20	cr
Public Health	0065.7000	\$13,588.72	cr
SM I	0168.7000	\$3,910.87	cr
SM II	0169.7000	\$4,612.92	cr

TO FUND:

Warrant	0100.1000	\$636,588.08	dr
---------	-----------	--------------	----

Adopted this 12th day of August, 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 2025-74
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 8/2/2025

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 8/15/2025

FROM FUND:

General	0010.7000	\$284,829.55	cr
Road & Bridge	0020.7000	\$195,155.38	cr
Landfill	0070.7000	\$16,654.96	cr
Airport	0120.7000	\$415.20	cr
Library	0130.7001	\$12,391.00	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,729.82	cr
Mo Co Tourism	0320.7000	\$3,691.01	cr
PSC Jail	0072.7000	\$83,043.47	cr
Human Services	0030.7100	\$80,430.79	cr
Public Health	0065.7000	\$14,695.76	cr
SM I	0168.7000	\$4,474.91	cr
SM II	0169.7000	\$5,197.57	cr

TO FUND:

Warrant	0100.1000	\$708,709.42	dr
---------	-----------	--------------	----

Adopted this 12th day of August, 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 2025-75
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF AUGUST 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:

FROM FUND:	Check Date:	8/12/2025		
General	110	<u>\$176,429.77</u>	CR	0010.7000
Road & Bridge	200	<u>\$302,170.00</u>	CR	0020.7000
Landfill	240	<u>\$15,273.42</u>	CR	0070.7000
Airport	260	<u>\$17,188.24</u>	CR	0120.7000
Emergency 911	270	<u>\$4,800.70</u>	CR	0350.7000
Capital Projects	510	<u>\$30,539.73</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$3,304.16</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$686.27</u>	CR	0280.7000
Health & Welfare	720	<u>\$142,163.76</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,710.63</u>	CR	0170.7000
Internal Service Fund	710	<u>\$660.62</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$257.72</u>	CR	0320.7000
PSC - JAIL	210	<u>\$15,274.19</u>	CR	0072.7000
Human Sevices	220	<u>\$13,716.65</u>	CR	0030.7100
Public Health	250	<u>\$10,432.02</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$10,472.46</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$11,525.28</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275	<u>\$750.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$92,599.63</u>	CR	0050.7000
To Fund				
Warrant		<u>\$849,955.25</u>	DR	

Adopted this 12th day of August, 2025

Chairman



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Moffat County**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Moffat County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **Moffat County** hereby designates **Candace Miller** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **Moffat County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **Moffat County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: Moffat County	AIRPORT: Craig-Moffat Airport	IDENTIFIER: CAG
PROJECT DIRECTOR: Candace Miller		
MAILING ADDRESS: 1197 W. Victory way suite 107 Craig CO 81625	EMAIL ADDRESS:	cmiller@moffatcounty.net
	PHONE NUMBER:	9708249148

GRANT NAME AND TERMS

25-CAG-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2028

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$9,210.00
Local Cash:	\$9,211.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$350,000.00
Total Project Funding:	\$368,421.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally Funded ASOS Relocation - BIL	\$9,210.00	Up to 2.50%	\$9,211.00	2.50%	\$350,000.00	95.00%	\$368,421.00
TOTALS	\$9,210.00		\$9,211.00		\$350,000.00		\$368,421.00

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**MOFFAT COUNTY
CRAIG-MOFFAT AIRPORT
CRAIG, COLORADO**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Moffat County** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the FAA has determined that this project is construction or alteration at an airport as to which notice is required under section 77.9 of title 14, Code Federal Regulations;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Moffat County**.

ARTICLE 2. Type of Agreement

This Agreement is a "Reimbursable Agreement" authorized under Public Law 114-307, 130 Stat 1523, Dec. 16, 2016. It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide funding to enable FAA technical support for the performance of required onsite analysis, review of Sponsor's design, and engineering oversight for installation and construction activities related to the relocation of the National Weather Service (NWS) Automated Surface Observing System (ASOS). This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Craig, CO (CAG) – Relocation of the Automated Surface Observing System (ASOS)

- B. The FAA will perform the following activities:

1. Perform applicable engineering and analysis to evaluate the Sponsor's design drawings and specifications to determine impacts to existing ASOS facility and supporting infrastructure at CAG.
2. Provide requirements and/or recommendations to Sponsors project design and participate in feasibility assessments, project planning, as required site visits and assist with defining scope to ensure that the Sponsor's project meets FAA requirements and standards.
3. Coordinate ASOS relocation activities with the National Weather Service (NWS) and provide support and liaison to the relocation effort.
4. Provide Resident Engineer (RE) to assist with oversight of NWS ASOS construction related activities. Review and accept Sponsor Contractor work related to the installation, removal and replacement of impacted ASOS system and associated equipment and utility infrastructure. The RE will coordinate the activities needed to ensure impacts to the ASOS system service availability are minimized, eliminated, or managed.
5. Coordinate shutdown and restoration of FAA facilities required to support construction activities for the project.
6. Collect technical performance data and coordinate Contractor Acceptance Inspection(s) (CAI) with the Sponsor's contractor(s), as required.
7. Update applicable FAA configuration-controlled baseline drawings to reflect changes made to FAA facilities and/or infrastructure.

- C. The Sponsor will perform the following activities:

1. Coordinate key milestones for design review completion with the FAA Engineer on Record and Lead Planner, including a complete schedule (and updates as they occur) for the work to be accomplished.

2. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications impacting FAA-owned facilities and/or supporting infrastructure.
3. Provide the FAA a full bid set of construction plans and construction specifications, including scaled electronic drawings in PDF and AutoCAD 2018 (or earlier revision) format, showing all proposed airport work where FAA facilities and/or supporting infrastructure are impacted.
4. Conduct regular project status update meetings with FAA participation. Provide current construction schedules and maintain coordination with FAA. Provide FAA a 3-week (minimum) look-ahead schedule where construction activity will impact FAA facilities and/or infrastructure so that FAA can plan for support, as required.
5. Provide the FAA with access to the project site, including any airport-specific briefings or driving requirements, for project support activities.
6. Submit Notice of Proposed Construction or Alteration (FAA Form 7460-1) as required.
7. Issue Notice to Air Missions (NOTAMs) as required.
8. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form not less than 45 days before the start of construction where NAS facilities and/or infrastructure is impacted, or construction requiring a full or partial runway closure.
9. Perform the following activities for the (CAG) NWS ASOS, per approved FAA/NWS drawings, with FAA coordination:
 - a. Construct new concrete pad where ASOS equipment will be located.
 - b. Construct all new duct banks, structures, power, grounding, counterpoise, equipment racks, true north benchmark, maintenance area and access road/driveway.
 - c. Terminate the relocated cables as necessary and conduct Radio Frequency Voltage Standing Wave Ratio (RF VSWR) testing. Replace cables if testing fails.
 - d. Provide Professional Land Surveyed (PLS) coordinates and elevations. (Includes wind sensor pole foundation for wind sensor alignment, prior to equipment relocation. Confirm foundation and benchmarks requirements with NWS.
 - e. Assist, with transporting heavy ASOS equipment from old location to new location with proper ground transportation, if required.
 - g. Provide a true north benchmark and elevation benchmark based on approved PLS.

10. Provide the FAA the opportunity to inspect all components of construction related to FAA facilities and/or infrastructure.
 11. Participate in CAI(s) with the FAA representatives and correct exceptions as noted. All exceptions must be cleared or otherwise resolved before the Agreement can be closed.
 12. Provide direction and instruction to Sponsor contractors in accordance with comments and instructions received from the FAA.
 13. Provide to FAA engineer an electronic version of "as-built" drawings derived from the construction "red line" drawings using AutoCAD of the complete and finalized design drawings and specifications for the FAA's coordination and review at the agreed upon design phases.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: **9/6/2024** and the grant number is: **3-08-0012-022-2025**. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Jose Lopez Gudino** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2895** or via email at **jose.lopez.gudino@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, Nav-Aids Engineering Center** will perform the scope of work included in this agreement. **Michael Martin** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(424) 567-9355** or via email at **michael.martin@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Moffat County
Candace Miller, Airport Manager
1198 W. Victory Way, Suite 7
Craig, CO 81625
Telephone: (970) 824-9148
Email: cmiller@moffatcounty.net

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 – Engineering Support	\$19,734.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$548.00
WB4050 – Construction	\$16,445.00
WB4070 – Joint Inspection/Commissioning/Closeout	\$5,482.00
Labor Subtotal	\$42,209.00
Labor Overhead	\$8,391.15
Total Labor	\$50,600.15
Non-Labor	
WB4020, WB4050, WB4070 – Travel	\$19,292.00
Non-Labor Subtotal	\$19,292.00
Non-Labor Overhead	\$1,543.36
Total Non-Labor	\$20,835.36
TOTAL ESTIMATED COST	\$71,435.51

The FAA shall make reasonable efforts to perform under this agreement in a cost-effective manner, consistent with the estimated costs in this Article 7, Public Law 114-307, the FAA Financial Manual, and the FAA Acquisition Management System, as applicable.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Moffat County
Attn: Candace Miller, Airport Manager
1198 W. Victory Way, Suite 7
Craig, CO 81625
Telephone: (970) 824-9148
Email: cmiller@moffatcounty.net

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.
- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.
- F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or

otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into the following authority: Public Law 114-307, 130 Stat 1523, Dec. 16, 2016. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal Acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer

DATE _____

MOFFAT COUNTY

SIGNATURE _____
NAME Melody Villard
TITLE Chairman Board of
County Commissioners

DATE _____

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CONTRACT AMENDMENT #2
SIGNATURE AND COVER PAGE

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2025*0131
Contractor: Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 1198 West Victory Way, Suite 110 Craig CO 81625 for the use and benefit of Moffat County Public Health	Amendment Contract Number: 2026*0039 Amendment #2
Contract Performance Beginning Date: July 01, 2024	Current Contract Expiration Date: June 30, 2026
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	Original Contract # 2025*0131	\$44,385.00	\$0.00	\$0.00	7/1/2024- 6/30/2025	\$44,385.00
Amendment #1	2025*0131 Amendment #1	\$0.00	\$0.00	\$0.00	8/28/2024- 6/30/2025	\$0.00
Option Letter #1	2025*0131 Option Letter #1	\$0.00	\$0.00	\$0.00	7/01/2025- 8/31/2025	\$0.00
Option Letter #2	2025*0131 Option Letter #2	\$2,775.00	\$0.00	\$0.00	7/1/2025- 7/31/2025	\$2,775.00
Amendment #2	2026*0039 Amendment #2	\$30,524.00	\$0.00	\$0.00	8/01/2025- 6/30/2026	\$30,524.00
Current Contract Maximum Cumulative Amount						\$77,684.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of Moffat County Public Health _____ FULL NAME By: Signature _____ Name of Person Signing for Contractor TITLE _____ Title of Person Signing for Contractor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____
---	--

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or August 01, 2025, whichever is later, and shall terminate on the termination of the Contract or June 30, 2026, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: To continue the project for an additional term.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table on the Contract's cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B-Statement of Work of the agreement. Exhibit B-Statement of Work is deleted and replaced in its entirety with Exhibit B-Statement of

Work attached to this Amendment for the following reason: To provide a Statement of Work for this Amendment.

- D. The Parties now agree to modify Exhibit C- Budget of the agreement. Exhibit C- Budget is deleted and replaced in its entirety with Exhibit C- Budget attached to this Amendment for the following reason: To provide a budget for this Amendment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

STATEMENT OF WORK

To Original Contract Number 2025-0131

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description

This project serves to improve medical and public health preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

II. Definitions

1. AAR/IP- After Action Report/Improvement Plan
2. CDB- Communicable Disease Branch
3. CDEU - Communicable Disease Epidemiology Update Calls, facilitated by CDPHE which occur bi-monthly
4. CDPHE- Colorado Department of Public Health and Environment
5. CO-SHARE- Colorado State Health and Readiness Exchange
6. EpiTrax- Colorado's disease reporting and surveillance system
7. Epi- Epidemiology
8. ESF#8- Emergency Support Function 8, Public Health & Medical
9. FoodNet-A collaboration between the CDC and selected state health departments to track pathogens that cause foodborne illnesses
10. HAN- Health Alert Network
11. HCC-Health Care Coalition
12. High-Risk Disease Situation- A situation where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread.
13. LPHA- Local Public Health Agency
14. MCM- Medical Countermeasures
15. MYIPP- Multi Year Integrated Preparedness Plan
16. NORIS- National Outbreak Reporting System
17. OEPR- Office of Emergency Preparedness and Response
18. Priority Jurisdictional Risk- Risk identified as a priority area of concern by the jurisdiction

19. RRC- Readiness & Response Coordinator
 20. SOW- Statement of Work
 21. State Capstone Tabletop Exercise- Component of PHEP exercise series
 22. Underserved Groups- Populations facing barriers in accessing essential services and resources
-

III. Work Plan

Goal #1: Local Public Health Agencies will effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.

Objective #1: No later than the expiration date of the Contract, maintain public health surveillance and epidemiological response capacity within the Jurisdiction through planning, training activities, exercises and response to real events.

Primary Activity #1 The Contractor shall update a local public health response plan.

Primary Activity #2 The Contractor shall conduct timely, complete disease investigations within their jurisdiction in order to implement appropriate disease control mitigation activities.

Sub Activity #2

1. The Contractor shall maintain complete, accurate investigation data in statewide surveillance systems.
 2. The Contractor shall evaluate public health surveillance data to assist with prompt identification for investigation of potentially hazardous health situations.
-

Primary Activity #3 The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control mitigation activities including immediate responses to high-risk disease situations outside of normal business hours.

Primary Activity #4 The Contractor shall evaluate disease investigation metrics reports provided to them by the Communicable Disease Branch (CDB) at the Colorado Department of Public Health and Environment (CDPHE).

Primary Activity #5 The Contractor shall attend statewide Communicable Disease Epidemiology (Epi) Update calls.

Primary Activity #6 The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.

Primary Activity #7 The Contractor shall meet quarterly with the state Field Epidemiologist assigned to their jurisdiction to provide agency epidemiology updates.

Primary Activity #8 The Contractor shall respond to bi-annual communicable disease after-hour drills conducted by the CDB by one of the CDB approved methods.

Objective #2 No later than the expiration date of the Contract, improve public health emergency preparedness, response, and recovery activities within the Jurisdiction through planning, training, exercises and response to real events.

Primary Activity #1 The Contractor shall update the Local Public Health Agency (LPHA) Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).

Primary Activity #2

The Contractor shall provide one of the following:

- a. The development of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
 - b. An updated All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
 - c. Participation in the jurisdictional All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP).
-

Primary Activity #3 The Contractor shall participate in Workforce Development Training.

Primary Activity #4 The Contractor shall complete an exercise that addresses a priority jurisdictional risk with public health impacts.

Primary Activity #5 The Contractor shall participate in the State Capstone Tabletop Exercise led by CDPHE, Office of Emergency Preparedness and Response (OEPR).

Primary Activity #6 The Contractor shall complete an After-Action Report/Improvement Plan (AAR/IP) Data Elements Document within 90 days from any event, exercise or real world, in CO-SHARE.

Primary Activity #7 The Contractor shall maintain an updated Notification list for use in epidemic emergencies.

Primary Activity #10 The Contractor shall document their Volunteer Management strategy.

Primary Activity #8 The Contractor shall respond to quarterly redundant communication drills which includes quarterly redundant 800 MHz radio communication drills conducted by CDPHE by an OEPR approved method(s).

Primary Activity #9 The Contractor shall conduct semi-annual drills to test redundant forms of communication among its response partners.

Primary Activity #10 The Contractor shall update jurisdictional Health Alert Network (HAN) policies and procedures.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall include in the updated local public health response plans the following required components:
 - a. The identification of staff who monitor routine jurisdictional public health surveillance systems that may include
 - i. EpiTrax
 - ii. Ad-hoc response systems.
 - b. The identification of staff who are trained to conduct timely disease investigations of
 - i. Disease cases
 - ii. Disease outbreaks.
 - c. The identification of staff who can support surge activities in response to disease related events.
 - d. The identification of staff who can respond 24/7 to emergencies that threaten public health including immediate after-hours response to high-risk disease situations.
 - i. Examples of high-risk situations include but are not limited to:
 1. Performing case investigations for an immediately reportable disease/condition to offer post-exposure prophylaxis to contacts.
 2. Investigating a potential bioterrorism agent.
 3. Implementing immediate disease control measures for an outbreak.
 - e. Processes to request additional assistance during a public health disease response.
 - f. Communications procedures for notifying local partners in the event of a high-risk disease response.
3. The Contractor shall utilize the staff identified in their response plan.
4. The Contractor shall follow the processes identified in their response plan.
5. CDPHE will provide access to EpiTrax as well as other ad-hoc response systems for the contractor's disease investigation staff.
6. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including
 - a. Timely data entry
 - b. Complete data entry for required fields.
7. The Contractor shall comply with primary disease case investigation responsibilities outlined in the [CDPHE Communicable Disease Manual](#) in the [Public Health Reportable Condition Investigation Guidance](#). This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
8. The Contractor shall comply with the public health response timelines outlined in the CDPHE Communicable Disease Manual [CDPHE Communicable Disease Manual](#) in the "[Public Health Reportable Condition Investigation Guidance](#)". This document and website are incorporated and made part of the contract by reference and are available on the following website: CDPHE.Colorado.Gov
9. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance can be found in the [CDPHE Communicable](#)

Disease Manual. Outbreak guidance can be found in the Outbreak Investigation Guidance Document. Guidance may evolve and be adapted for changing responses or new pathogens.

- a. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance documentation as needed.
10. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the Contractor's jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high-risk conditions.
11. The Contractor shall complete disease investigation interviews of cases when, during the course of the interview, the Contractor learns that a case resides in a different jurisdiction. EpiTrax re-routing of the case to the proper jurisdiction is required
 - a. within 1 working day or
 - b. immediately by phone if an outbreak or other high risk disease situation is identified.
12. The Contractor shall comply with standard reporting requirements when completing outbreak report forms, including the CDC National Outbreak Reporting System (NORS) forms. This information is incorporated and made part of this contract by reference and is located on the CDPHE website CDPHE.Colorado.Gov
13. The Contractor shall comply with CDPHE requirements for outbreak reporting. Outbreak reporting requirements can be found in the Outbreak Investigation Guidance Document, the Communicable Disease Manual, and on the CDPHE website.
14. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (FoodNet Expansion Plan) by achieving the expectations described for LPHA to have CDPHE conduct FoodNet interviews.
15. The Contractor shall complete disease case interview data entry in EpiTrax within three (3) business days. During urgent response, more timely data submission may be required.
16. The Contractor shall complete outbreak investigation data entry in EpiTrax within three (3) business days. During urgent response, a more timely data submission may be required.
17. The Contractor shall consult with CDPHE CDB for surge support and prioritization if the Contractor is unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in Public Health Reportable Condition Investigation Guidance or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
18. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in EpiTrax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
 - a. The Contractor shall meet with CDPHE CDB if there are challenges resolving missing data issues.
19. The Contractor shall utilize staff that can be reached 24/7 to respond to a high-risk disease situation as well as after-hours drills.
20. CDPHE will provide disease investigation metrics reports via email from the Communicable Disease Branch to the contractor twice annually in October 2025, as well as February 2026.
21. The Contractor shall record disease investigation metrics reports issue resolutions in the Grant Reporting Spreadsheet.
22. The Contractor shall attend a minimum of 80% of the statewide Communicable Disease Epi Update calls (CDEU) as well as Statewide Epidemiology Response Coordination calls during statewide response to communicable disease events.

23. CDPHE will record and monitor attendance of the CDEU and Statewide Epidemiology Response Coordination calls.
24. The Contractor shall document the date in which meetings with the state Field Epidemiologist took place in the Grant Reporting Spreadsheet.
25. CDPHE will provide disease surveillance reports via email from the Communicable Disease Branch to the contractor quarterly for the duration of the grant period.
26. CDPHE-CDB will provide the contractor with a statement of work (SOW) guidance document by August 1, 2025 via email.
27. The Contractor shall fill in all fields within the LPHA & Tribal Contact List in the Colorado State Health Readiness Exchange (CO-SHARE) a minimum of two (2) times per year or when:
 - a. Contact information changes,
 - b. Operating hours change,
 - c. Emergency Preparedness & Response (EPR) staff change,
 - d. Primary Communicable Disease staff change,
 - e. HAN Coordinator staff change.
 - f. PIO staff change
 - g. Fiscal staff change
28. The Contractor shall complete one of the following:
 - a. The Contractor shall update their existing MYIPP
 - b. The Contractor shall develop a new MYIPP
29. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by preparing a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.
30. The Contractor shall select a Workforce Development Training from the list provided by CDPHE-OEPR in COSHARE by August 1, 2025.
31. Jurisdictional Risk/Public Health Impact exercises shall be selected from one of the following options that best meets their jurisdictional needs:
 - a. Seminar
 - b. Workshop
 - c. Tabletop Exercise
 - d. Game
 - e. Functional Exercise
 - f. Full Scale Exercise
32. The Contractor shall complete one of the following exercises:
 - a. The Contractor shall conduct a Public Health exercise
 - b. The Contractor shall participate in a jurisdictionally led Public Health exercise
33. CDPHE-OEPR will provide an After-Action Report/Improvement Plan Data Elements document in COSHARE by August 1, 2025.
34. CDPHE-OEPR will provide the Capstone Exercise Data Elements requirements via COSHARE by August 1, 2025.
35. The notification list for an emergency epidemic shall include at a minimum the following organizations:
 - a. General access hospitals,
 - b. Critical access hospitals,
 - c. Regional emergency medical and trauma advisory councils,
 - d. Rural health clinics,
 - e. Federally qualified health centers,

- f. Local emergency management agencies within the jurisdiction of the local public health agency.
 - g. Healthcare Coalitions
36. CDPHE-OEPR will provide a volunteer management strategy template via COSHARE by August 1, 2025.
37. Public Health & Medical (ESF#8) considerations can include however are not limited to the [15 PHEP Capabilities](#).
38. The Contractor shall include ESF#8 collaborators, including the roles and responsibilities of the HCC RRC in any medical system response in any updates to the following:
- a. Plans,
 - b. Strategies,
 - c. Medical Countermeasures (MCM).

Expected Results of Activity(s)

1. Colorado public health agencies surveillance response to public health epidemiological emergencies and related events to which a public health response is necessitated will be maintained.
2. Colorado public health agencies ability to respond to public health emergencies and related events to which a public health response is necessitated will be maintained.

Measurement of Expected Results

1. Required Outbreak Documentation is complete.
 2. Disease investigations conducted by the Contractor are timely and complete.
 3. The Grant Reporting spreadsheet is complete for all deliverables.
-

Deliverables

Description	Completion Date
1. The Contractor shall submit their local Public Health Response plan to the contract monitor via CO-SHARE.	No later than September 30, 2025
2. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports to the contract monitor via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
3. Contractor shall submit an All-Hazards MYIPP to the contract monitor in CO-SHARE	No later than June 15, 2026
4. The Contractor shall submit proof of participation in Workforce Development Training to the contract monitor in COSHARE.	No later than June 15, 2026

EXHIBIT B

Description	Completion Date
5. The Contractor shall submit After-Action Report and Improvement Plan (AAR/IP) Data Elements to the contract monitor in CO-SHARE.	No later than 90 days from any event, exercise or real world, but no later than June 15, 2026
6. The Contractor shall submit Capstone Exercise Participation Data Elements to the Contract Monitor via CO-SHARE.	No later than June 15, 2026
7. The Contractor shall submit After Action Report/Improvement Plans to the Contract Monitor in COSHARE.	No later than 90 days after completing exercise or real-world incident
8. The Contractor shall submit their notification list to the contract monitor via COSHARE.	No later than June 15, 2026
9. The Contractor shall submit their volunteer management strategy to the contract monitor via COSHARE.	No later than June 15, 2026
10. The Contractor shall complete the Redundant Communication Google Form for the contract monitor via COSHARE.	No later than June 15, 2026
11. The Contractor shall submit their agency HAN policies & procedures to the contract monitor via COSHARE.	No later than June 15, 2026

I. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

II. Resolution of Non-Compliance

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Public Health and Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

FY 26 ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2026-0039 Amd #2
Original CT#: 2025*0131

Agency Name	Moffat County Public Health		Program Contact Name, Title Phone Email		Sarah (Becky) Copeland 970-291-8742 sarahcopeland@moffatcounty.net	
Budget Period	8/1/2025-6/30/2026		Fiscal Contract Name, Title Phone Email		Heather Brumblow 970-824-9141 hbrumblow@moffatcounty.net	
Project Name	OEPR-PHEP		Date Completed		7/17/2025	
Expenditure Categories						
Personnel Services / Salaried Employees						
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested	
Moffat County PH Director	For Oversight of all clinic and public health activity including PHEP program Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of \$1,642.36	100,610.40	47,945.04	6.5475%	\$ 8,084.31	
Moffat County PH Nurse	Vaccine Clinics and Notifications, Community Education and Suppression Strategies Rates reduced to 75% due to reduced award amount - in addition reduced by OL 2 extension of \$682.55	81,493.60	12,074.64	3.3750%	\$ 2,475.38	
Personnel Services / Hourly Employees						
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project		
PH Administration Assistant	For clerical support of department functions and PHEP program Rates reduced to 75% due to reduced award amount	\$ 27.53	13.13	150.00	\$ 6,099.00	
PH Lead Financial Specialist	For Financial support of the department and PHEP program Rates reduced to 75% due to reduced award amount	\$ 28.91	19.79	63.00	\$ 3,068.10	
Total Personnel Services (including fringe benefits)					\$ 19,726.79	
Supplies & Operating Expenses						
Item	Description of Item	Rate	Quantity			
Meetings	Expenses for meetings - local and regional - Normally held once a month. Rates reduced to 75% due to reduced award amount	\$ 75.10	10	\$ 751.00		
Support Systems	Zoom, Venngage and SendItSecure programs used in support of EPR LPHA work. Splitting costs 50% with another program. Rates reduced to 75% due to reduced award amount	\$ 51.91	12	\$ 622.89		
Office Supplies	Office Supplies for EPR LPHA work. examples are paper, filing dividers, post its, binders, trash bags, hand soaps, paper towels, pens, pencils, highlighters, sharpies, clipboards, Printer ink and other supplies as needed. Rates reduced to 75% due to reduced award amount	\$ 37.50	12	\$ 450.00		
Operating supplies	Operating Supplies as needed related to EPR response efforts. Examples are First aid kits, phone power banks, shovels, winter gloves, winter hats / beanies, emergency ration bars, fire extinguishers, smoke / carbon Monoxide detectors and other supplies as needed Rates reduced to 75% due to reduced award amount	\$ 96.00	12	\$ 1,152.00		
Phone / Hot spots	10 phone lines and hot spots with AT&T, for staff and clinic, phones used in support of PHEP program; splitting costs 50% with another program. Rates reduced to 75% due to reduced award amount	\$ 150.00	12	\$ 1,800.00		
Total Supplies & Operating Expenses					\$ 4,775.89	
Travel						
Item	Description of Item	Rate	Quantity			
Lodging	Lodging for training sessions with other Counties and trainings that support PHEP SOW. We are thinking two nights but are unsure at this time would like to support Amanda (Admin Asst) with educations and trainings whenever possible, as she will be taking over contact tracing and assisting with Epi in Moffat County during the 25-26 FY. -We do not have one person dedicated to this work Rates reduced to 75% due to reduced award amount	\$ 375.00	4	\$ 1,500.00		
Per Diem	Per Diem meals and travel expenses when training with another counties and trainings in support of PHEP SOW. Rates reduced to 75% due to reduced award amount	\$ 43.50	4	\$ 174.00		

Travel expenses	Travel expenses when training with another counties and trainings in support of PHEP SOW. This includes parking,mileage and other items that may be needed. Rates reduced to 75% due to reduced award amount	\$ 69.00	4	\$ 276.00
Total Travel				\$ 1,950.00
Contractual (payments to third parties or entities)				
Contractor Name	Description of Work	Rate	Quantity	
Moffat County	Cleaning Lease for the PH clinic Split is a breakdown from square footage usage with a useage of 37.30% Rates reduced to 75% due to reduced award amount	\$ 21.02	12	\$ 252.18
Total Contractors/Consultants				\$ 252.18
TOTAL DIRECT COSTS (TDC)				\$ 26,704.86
Less: Expenses per OMB 2CFR § 200				
Contractor in excess of \$25,000				\$ -
SubAward in excess of \$25,000				\$ -
Rent				\$ -
Equipment				\$ -
Other Unallowable Expenses				\$ 6,978.07
Total Reduction Expenses				\$ 6,978.07
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 19,726.79
Indirect Costs				Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested from	
Indirect Approved Rate (MTDC)	Approved CDPHE rate on Personnel expenses only Rates reduced to 75% due to reduced award amount	19.36%	3,819.11	
Other Indirect Calculation				
De Minimis- MTDC Rate			\$ -	
Total Indirect				\$ 3,819.11
TOTAL				\$ 30,524.00

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
JUNE 31, 2025 THRU JULY 31, 2025

FUND	REVENUES-----					DISBURSEMENTS-----				ENDING BALANCE
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	
GENERAL FUND	34,496,399.77	94,484.24	580,812.75	10.02		6,960.22		-22,543.35	-1,000,961.59	34,155,162.06
ROAD & BRIDGE FUND	10,840,776.75		484,852.66		73,707.52			-3,595.16	-757,028.31	10,638,713.46
DEPARTMENT OF HUMAN SERVICES	1,683,165.23	5,403.23	118,623.77	.58					-158,897.46	1,648,295.35
ACET	326,172.14		687.11						-822.91	326,036.34
MOFFAT COUNTY LOC MKRT DIST	397,567.68		11,386.30						-12,819.10	396,134.88
CONSERVATION TRUST FUND	169,373.67		509.96					-5.10		169,878.53
MOFFAT COUNTY PUBLIC HEALTH	1,099,277.63	1,524.49	61,210.50	.16					-51,734.52	1,110,278.26
LANDFILL	1,491,258.94		120,933.83					-1,164.44	-61,219.31	1,549,809.02
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	3,278,550.20		126,418.75						-210,800.85	3,194,168.10
COUNTY HEALTH & WELFARE	2,291,295.75		426,488.64						-551,201.83	2,166,582.56
MEMORIAL REGIONAL HEALTH	304,630.60	14,472.95		1.54			-304,630.60			14,474.49
WARRANT FUND - COUNTY	784,879.86					2,986,159.26	-3,387,607.80			383,431.32
SHADOW MTN LOCAL IMPROVE DIST	189,539.69		981.88						-39.00	190,482.57
AIRPORT FUND	352,568.57		371,871.56					-3,706.82	-3,646.73	717,086.58
PUBLIC LIBRARY	582,634.33		15,628.70					-156.28	-29,891.68	568,215.07
COLO NORTHWEST COMM COLLEGE	319,210.99	14,478.60		1.55	9,200.10		-319,210.99	-144.80		23,535.45
M C SCHOOLS RE#1 - GENERAL	3,281,652.97	145,689.41		14.83	112,590.14		-3,281,652.97	-387.23		257,907.15
CAPITAL PROJECTS FUND	2,539,778.24		7,646.97			805.39			-10,750.00	2,537,480.60
PUBLIC SAFETY CENTER - CAP PROJ	564.83		1.00							565.83
NC TELECOM ESCROW ACCOUNT	252,274.66		759.57							253,034.23
SUNSET #1 SECURITY DEPOSIT	20,987.43		10.00						-595.53	20,401.90
SUNSET MEADOWS #1	967,938.67		43,013.56						-31,405.02	979,547.21
SUNSET MEADOWS #2	44,609.27		44,609.27			3,168.00			-74,687.58	13,697.70
SENIOR CITIZENS CENTER - 15	393,623.60		14,535.14						-19,792.82	388,365.92
SUNSET #2 SECURITY DEPOSIT	18,849.40		10.00						-854.32	18,005.08
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	662,643.35	31,488.29		3.36			-662,643.35			31,491.65
CITY OF CRAIG	307,668.62	36,789.18			9,858.60		-307,668.62	-727.73		45,920.05
TOWN OF DINOSAUR	1,839.83	421.59			155.82		-1,839.83	-8.39		569.02
CAPITAL FUND - CITY OF CRAIG	34,916.23	4,329.16			1,160.11		-34,916.23	-85.64		5,403.63
ARTESIA FIRE PROTECTION DISTRICT	1,991.48	803.37			241.80		-1,991.48	-39.67		1,005.50
CRAIG RURAL FIRE PROTECTION DIST	262,621.13	12,416.34		1.44	6,958.67		-262,621.13	-610.38		18,766.07
MAYBELL IRRIGATION	1,247.11	328.00			156.32					1,731.43
MAYBELL SANITATION	195,360.37		6,761.21					-67.61	-2,951.55	199,102.42
COLO. RIVER WATER CONSERVATION	51,256.64	2,417.11		.25	1,535.91		-51,256.64	-118.85		3,834.42
YELLOW JACKET CONSERVANCY DIST.	2,579.12	26.22		.02	46.55		-2,579.12	-1.30		71.49
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	639.44	634.04					-639.44	-31.14		602.90
MOFFAT COUNTY TOURISM -LODGING 19	177,761.67		2,138.47						-10,824.75	169,075.39
INTERNAL SER FUND-CENTRAL-DUP	97,937.47		1,051.89						-660.86	98,328.50
JUNIPER WATER CONSERVANCY DIST.	39,548.55		48.91					-4.49		39,596.97
SAVERY LITTLE SNAKE RIVER CONS DIS	0.00	66.55	3,272.50							3,339.05
UPPER YAMPA WATER CONSERVANCY	94,751.55	576.24			2,066.68		-94,751.55	-28.35		2,614.57
911 FUND	825,622.72		26,071.37						-5,507.15	846,186.94
ADVANCE TAXES - REAL ESTATE	643.64									643.64
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	592,810.76		602,852.21				-468,374.95			727,288.02
CHECK CHANGE ACCOUNT	0.00		566.79				-566.79			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		6,198.66				-6,198.66			0.00
PAYROLL EFT TAX PAYMENTS	0.00		502,627.64				-338,296.03			164,331.61
CRAIG DIST ADVISORY GRAZING BOARD	0.00		11,709.46					-117.09		11,592.37
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		217,678.22				-217,678.22			0.00
COUNTY SALES & LEASES	111.77									111.77
MOTOR VEHICLE REGIST.	0.00		6,422.37							6,422.37
2023 TREASURERS TAX DEED	5,868.31		3,450.07				-5,056.00			4,262.38

2017 TREASURERS TAX DEED	240.98		436.32				-436.32		240.98	
2010 TREASURER'S TAX DEED	6,062.84								6,062.84	
2024 TREASURER DEED'S	6,221.65						-1,360.62		4,861.03	
GRAND TOTALS	69,711,924.84	366,349.01	3,822,278.01	33.75	217,678.22	2,997,092.87	-9,751,977.34	-33,539.82	-2,997,092.87	64,332,746.67

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 31st day of July, 2025.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Melody Villard
Chairperson

Tony Bohrer

Donald Broom

**Memorandum of Understanding
Between the City of Craig, Colorado
and Moffat County, Colorado
Regarding Water Usage at Fairview Cemetery**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Craig, whose address is 300 W 4th Street, Craig, CO 81625, and Moffat County, whose address is 1198 West Victory Way, Suite 103, Craig, CO 81625.

2. **Purpose.** Fairview Cemetery is owned and operated by Moffat County. The purpose of this MOU is to establish the terms and conditions under which the City of Craig will provide free water usage to Fairview Cemetery, located at 630 Ashley Road, Craig, CO 81625.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 5 years at which point the MOU will need to be updated and reissued. This MOU may be terminated, without cause, by either party upon a 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of the City of Craig.** Provide potable water and accept wastewater pursuant to the requirements set forth in this document and in Title 13 of the City of Craig Municipal Code. Sample and analyze wastewater effluent leaving Fairview Cemetery to ensure compliance with limits set forth in this document.

5. **Responsibilities of Moffat County.**

- a. Provide water usage estimates within 30 days of execution of this MOU and by the end of January of each successive year.
- b. Maintain annual water use levels within 10% of the prior five-year average.
- c. Maintain responsibility for water used at Fairview Cemetery and indemnify and hold harmless the City of Craig from any claims, demands, suits, obligations, or other personal or property losses in any way related to Moffat County's water usage or its operations at Fairview Cemetery connected with such water usage.
- d. Adhere to wastewater loading limits in accordance with the City of Craig Municipal Code which protects the City's NPDES discharge permit and specifically not exceed limits in the following table:

Parameter	Limits	Units
pH	5-9	
Temperature	< 104	F
COD (Chemical Oxygen Demand)	< 600	mg/L
TSS (Total Suspended Solids)	< 600	mg/L
Cd PD (Cadmium Potentially Dissolved)	<0.52	mg/L

Cu PD (Copper Potentially Dissolved)	<17	mg/L
Zn PD (Zinc Potentially Dissolved)	140	mg/L

6. General Provisions

a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Colorado. The courts of the State of Colorado shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the 14th Judicial District, Moffat County, Colorado.

c. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

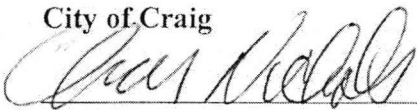
d. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall endure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

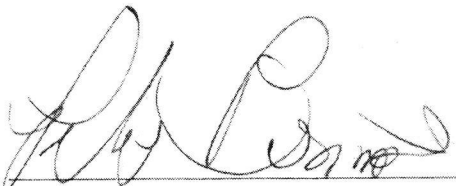
7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Craig


Chris Nichols, Mayor

Date

 5/11/25

Peter Brixius, City Manager Date

Moffat County Board of County Commissioners

Melody Villard, Chair Date
Moffat County Board of County Commissioners

Order Form: Health Plan Administration Services

Order Form Prepared for: Moffat County
 Prepared By: HPA
 Order Form Expiration Date: December 31, 2024

Bill To Address: 1198 W Victory Way, Ste 111, Craig CO
 81625
 Contact Name: Rachel Bower
 Contact Email: rbower@moffatcounty.net
 Contact Phone:

This Order Form Health Plan Administration Services Agreement ("**Order Form**") is entered into by and between **Moffat County** as Plan Sponsor and Plan Administrator ("**Sponsor**") and Personify Health, Inc., Personify Health Holding Company, LLC (f/k/a HealthComp Holding Company, LLC), and its subsidiaries including Personify Health Solutions, LLC, MedCom Care Management, L.L.C., and Benefit Administrative Systems, LLC, 75 Fountain Street, Providence, RI 02902 ("**HPA**") (each of Sponsor and HPA a "**Party**" and together the "**Parties**"). This Order Form is effective January 1, 2025 ("**Effective Date**").

This Order Form sets forth the services to be provided by HPA to Sponsor's self-funded employee welfare benefit plan pursuant to the Employee Retirement Income Security Act of 1974 ("**ERISA**") as amended, ("**Plan**") for certain employees, and when requested by Sponsor, retirees and COBRA participants ("**Enrolled Employees**") of Sponsor and for enrolled dependents of such employees (collectively "**Eligible Participants**") in exchange for the compensation to be paid by Sponsor listed below, in each case as described in the following Appendices, which are incorporated herein by reference (collectively, this Order Form and all Appendices the "**Agreement**):

- Appendix A – Services Descriptions
- Appendix B – Terms & Conditions
- Appendix C – Data Security Exhibit
- Appendix D – Business Associate Agreement

Sponsor and HPA are currently parties to a Third-Party Administration Contract effective as of January 1, 2020, and amendments thereto;

The Parties wish to terminate the Third-Party Administration Contract effective as of January 1, 2020, and amendments thereto, and replace those contracts with this Agreement as of the Effective Date;

Sponsor acknowledges and agrees that as between Sponsor and HPA, Sponsor shall be solely responsible for performance of the obligations or tasks set forth in Appendix B as "**Sponsor Responsibilities**" ("**Responsible**"). The Agreement shall be legally binding as of the Effective Date and, unless terminated in accordance with Appendix B - Terms & Conditions, continue for twelve (12) months ("**Initial Term**"), and thereafter shall automatically renew for subsequent twelve (12) month renewal periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless written notice is provided by either party at least ninety (90) days prior to the next twelve month Renewal Term. If Sponsor fails to provide at least ninety (90) days' notice, it will be obligated to pay a termination fees ("**Late Termination Service Fee**") for the equivalent of ninety (90) days and all Run-Out fees for a period of twelve months from the notice of termination. The Late Termination Service Fee shall be the current Medical Claims Administration fee multiplied by four (4) months multiplied by the average number of covered employees on the first day of each month for the last (6) months of services prior to the termination date. The Late Termination Service Fee and Run-Out Service fees are not duplicative of the other. The Late Termination Service Fee shall be due thirty (30) days from the notice of termination.

Claims Administration		
Service	Fee/Billing Unit	
Medical Claims Administration • Claim Processing – bill review to include billing errors, fraud, waste and abuse and negotiated savings opportunities. • Monthly Data Analytics & Reporting • Customer Support – myCare both desktop and app and toll-free customer support number • Member Communications • Consolidated Billing for self-funded plans • EDI Feeds • Personal Assistants & Member Advocates • Account Management • HIPAA Administration	\$33.00	PEPM
Regulatory Compliance	\$1.40	PEPM

• MRF Hosting & Creation for Out-of-Network Files via our vendor Sapphire • Cost Estimation Tool via our vendors (Sapphire or HealthCare Bluebook based on Sponsor location) • Employer Regulatory Notifications ○ WHCRA Notice Assistance ○ W2 Reporting Data ○ Data Supplied for Form 5500 - Schedule A ○ PCORI Reporting Assistance ○ 1099 Reporting		
Enhanced Cost Containment Services	30%	Of savings
Subrogation	30%	Of savings
Dialysis Claims Management Program	12%	Of savings
Appeals – includes external appeal review, independent review for medical necessity and federal external reviews, as necessary, and will be billed at cost	--	Billed at cost
COBRA Administration	\$1.50	PEPM
Plan Renewal Fee – ID Card Changes (separate fee for mailing) – Plan review and changes – Continuation of Care (if network changes) – Data Transfer Processes (if new data feeds and refreshed data testing) – Training regarding new information or changes to Plan will be reviewed with involved teams at Personify Health – Eligibility Management (maintain ongoing inbound and outbound eligibility) – Summary Plan Description/Summary of Benefits and Coverages Changes – Member/Admin Portal (make changes necessary to the portal for new plan year for member and administrator access. – Stop Loss and Pharmacy coordination and integration	\$2,625.00	Flat fee Begins January 1, 2025
Reference Based Pricing Outreach	\$1.50	PEPM
Network & Pharmacy Benefit Manager (PBM) Fees		
Service	Fee/Billing Unit	
Reference Based Pricing (RBP) 6Degrees Includes Facility and Professional Claims	\$35.50	PEPM
Care Management Services		
Service	Fee/Billing Unit	
Nurturing Together (Per Participant, billed in 6-minute increments)	\$160.00	Per hour
Disease Management	\$4.90	PEPM
Utilization Review	\$3.16	PEPM
Telemedicine: (Teladoc) Includes: • General Medicine • Behavioral Health	\$3.25	PEPM
Nurseline - AHH	\$0.49	PEPM

Other Administrative Services		
Service	Fee/Billing Unit	
Custom Programming	--	To be quoted upon request
Hourly Rate for Services Not Previously Listed	\$85.00	Per hour
Hourly Rate for Medical/Professional consulting	\$145.00	Per hour
Hourly Rate for Personify Health MD fees for Medical Necessity Reviews	\$265.00	Per hour
Hourly Rate for Independent Review Organization (IRO) at pass-through rate from IRO	At Cost	Pass through from IRO
Run-Out Services – The Run-Out Services Fees shall be due thirty (30) days prior to the Run-Out Services start date. Separate Run-Out Service fees may be charged from PPO vendors.	The Run-Out Service Fee shall be the current Claims Administration fee multiplied by four (4) months multiplied by the average number of covered employees on the first day of each month for the last (6) months of services prior to the termination date.	Flat Fee

Payment Terms and Conditions:

1.a Billing Definitions:a

- oa PEPM = means the class of Sponsor employees, and retirees that are enrolled in Sponsor's benefits who are reported to HPA through a Sponsor's EDI (or equivalent format) census file.a
- oa PEI.PM – means the total number of individuals listed in Sponsor's EDI (or equivalent format) census file.a
- oa PPPM – means the subset class of Sponsor employees that are enrolled in Sponsor's health care benefits and are actively participating in a specific service that is being billed on a participant basis. For example, an employee that is enrolled in benefits and is actively participating in an HSA would be part of the PPPM billing class for that service; *whereas* an employee that is enrolled in benefits but not participating in an HSA would not.a

2.a For those Services listed above with a PEPM, PEI.PM, PPPM based Billing Unit, the selected service Fees will be invoiced monthly in advance based on the on the greater of the (a) Minimum Number of Units Committed as set forth in the Table above; or (b) actual number of Units on record in HPA's system at the time of invoice.a

3. Sponsor agrees to pay to HPA the Fees as set forth above within fifteen (15) days of invoicing from HPA. If such fees are not received within fifteen (15) days after the due date, Sponsor shall pay an additional 1.5% late payment fee for each month Sponsor is past due. Additionally, at its option, HPA may cease to provide services until all amounts due are paid in full. Failure to timely pay fees shall also be deemed a breach of this Agreement and HPA may terminate this contract in accordance with Section VIII of this Agreement.a

The Parties have caused their duly authorized representatives to execute the Agreement, including this Order Form, as of the last date below.

SPONSOR: MOFFAT COUNTY

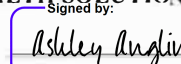
By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

PERSONIFY HEALTH SOLUTIONS, LLC

By (Signature):a  _____

Name (Printed): Ashley Anglin

Title: Senior Counsel

Date: 8/6/2025

APPENDIX A: SOLUTIONS

The descriptions below may be updated in writing between the Parties from time to time to reflect feature changes. Any required obligations set forth in the applicable descriptions:

Care Management

Nurturing Together

HPA Responsibilities:

- Provide resources to Sponsor's eligible Participants who are pregnant.
- Identify Sponsor's eligible Participants through request by eligible Participants, HPA referral, precertification process, employer/human resource referral, Third-Party Administrator (TPA) referral (if not administered by HPA), claims data, and trigger diagnosis/procedure code reports.
- Contact eligible Participants up to six (6) times by letter, phone and/or email over an eight (8) week period to inform them of the program, its benefits, and encourage enrollment/participation.
- Assess pregnancy status and risk level. Implement activities, based on individual's risk level, which include education, resources, and plan of care to address knowledge deficits, potential or known pregnancy complications, and any identified care barriers.
- Provide ongoing communications, reassessments, and case management interventions with eligible Participants throughout course of the pregnancy until the eligible Participant's pregnancy is completed. Discharge from maternity management will occur if Participant is no longer eligible under the Plan.
- Maintain a record of eligible Participants that actively participate and complete the program. Feedback to Sponsor of participant satisfaction surveys and reports of their experience with the Nurturing Together program.

Disclaimer

For all services above, in no circumstances shall any nurse or clinician shall make any medical or diagnostic decisions, or otherwise act upon the patient data in any professional, medical or clinical capacity or determine the type or quality of professional medical or diagnostic services that may or may not be required for the individual Participants. Any medical or diagnostic decisions regarding what care is or is not to be provided to an individual Participant remains with each medical provider selected or designated by such individual Participant. The nurse shall advise Participants that their conversations are not diagnostic or a substitute for medical care and that should their provider recommend a non-standard course of treatment, the non-standard treatment will be acceptable for program compliance.

COBRA Administration

HPA Responsibilities

- Receive eligibility;
- Send COBRA General Notices to Participants upon receipt of enrollment information from Sponsor;
- Send notice of COBRA election rights to persons who are entitled thereto under the procedures approved by Sponsor or send notice of unavailability of COBRA coverage upon receipt of notice from the Plan Sponsor's personnel department that a person's coverage is to be terminated;
- Accept the elections of COBRA continuation and complete the enrollment process for continuation of coverage;
- Accept notices of second Qualifying Events (as defined by COBRA) and notices of disability determination from the Social Security Administration;
- Bill and collect premiums set by Sponsor, who shall have sole responsibility for establishing monthly contribution amounts, and HPA will remit such amounts in accordance with Sponsor's instructions, including, but not limited to, carriers;
- Send notices of insufficient premium payments, as applicable;
- Process claims submitted by COBRA participants;
- Provide customer service support for Participants; and
- Terminate COBRA rights according to procedures approved by Sponsor, including providing COBRA notices of termination.

Except for nonpayment of premiums or for the expiration of the 18-month, 29-month, or 36-month COBRA continuation coverage period, unless otherwise notified in writing, HPA may assume that a Qualified Beneficiary's eligibility for COBRA continuation coverage has not terminated.

Sponsor Responsibilities

Sponsor is solely responsible for and has final authority to decide all questions, including matters of clerical error and questions concerning a Qualified Beneficiary's (as defined by COBRA) eligibility for COBRA continuation coverage. Further Sponsor will make the final determination regarding issues referred by the HPA, including all claims requiring the exercise of discretion.

APPENDIX B: TERMS & CONDITIONS

1. AGREEMENT, TERM, & TERMINATION

1.1 **Agreement.** These Terms and Conditions ("**Terms**") govern the provision by HPA of any services ("**Services**") including any software-as-a-service and/or mobile software applications ("**Platform**"), or professional services in connection with Sponsor's self-funded employee welfare benefit plan pursuant ("**HPA Services**") to the Employee Retirement Income Security Act of 1974 ("**ERISA**") as amended, ("**Plan**") for enrolled employees of Sponsor and for enrolled dependents of such employees (collectively "**Participants**"). These Terms will remain in effect during the duration of the Term of the Order Form and will terminate upon the expiration or termination thereof.

1.2 **Performance of Services.** All HPA Services shall be performed pursuant to the provisions of the plan document that describes each Participant's rights, benefits, and obligations within the Plan, as well as the Plan's terms and conditions for administering the Plan ("**Plan Document**"), as amended by Sponsor and incorporated by reference herein. Sponsor shall be the final arbiter as to the interpretations of the Plan and shall make the final determination regarding issues referred by the HPA, including all claims requiring the exercise of discretion and the payment of any benefits thereunder. HPA shall consult with Sponsor in the event extraordinary benefit matters arise. In the event an exception is to be made, Sponsor shall notify HPA in writing of such exception. HPA shall not be responsible for any delay or error caused by Sponsor's failure to furnish correct information or make any determination or provide any direction in a timely manner. All Services provided via a Platform shall LSO be subject to HPA's Terms of Use, privacy policy, and any end-user agreements acknowledged by the applicable Participant ("**Participant Agreement**").

1.3 **Termination.** Either Party may terminate this Agreement if: (i) the other Party makes an assignment for the benefit of creditors, ceases to do business, terminates its business operations, or becomes insolvent, or proceedings are instituted by or against it that are not terminated within sixty (60) days, (ii) the other Party materially breaches this Agreement and does not cure such failure within ten (10) days' of receipt of notice from the non-breaching Party; or (iii) a change in Law occurs that materially and adversely impairs HPA's ability to provide the Services in compliance with Applicable Laws (as defined below) and the Parties acting in good faith are unable to reach agreement on an amendment to account for such change in Applicable Laws within a reasonable period of time, but no later than the first date on which the change in law becomes effective. If Sponsor initiates proceedings pursuant to any chapter of the U.S. Bankruptcy Code, whether voluntary or involuntary, then Sponsor, shall immediately notify HPA, all plan participants, and applicable governmental or regulatory authorities. Should Sponsor fail such notification, Sponsor expressly authorizes HPA to provide such notifications and Sponsor shall reimburse HPA for the reasonable costs of such notifications.

1.4 **Effect of Termination.** HPA shall immediately cease provision of the Services upon the date it receives notice of termination ("**Notice Date**") and the parties shall use the period between Notice Date and the effective date of termination ("**Termination Date**") to facilitate an orderly transfer of records and funds, as Sponsor may designate in writing; *provided, however*, that these Terms shall remain in full force and effect solely with respect to any other Order Forms that remain in effect. Within thirty (30) days of the Termination Date, HPA shall return any records and delete any Sponsor Data in its possession or control and certify such deletion in writing to Sponsor. Termination of this Agreement will not relieve either Party from any obligation or liability that has accrued prior to the effective date of termination, including Sponsor's obligation to pay HPA for the Services incurred up to the Termination Date or any ETF (as defined below). Upon Sponsor's request, HPA, in its sole discretion, shall provide twelve (12) months of assistance to Sponsor for transition of the Services at the prices agreed upon in the Order Form., ("**Run-Out Services**"). Separate Run-Out Service fees may be charged from PPO vendors.

1.5 **Early Termination Fees.** Sponsor may terminate this Agreement for convenience upon thirty (30) days' notice and payment of an early termination fee ("**ETF**") equal to the Medical Claims Administration fee multiplied by the remaining months of the current term multiplied by the average number of covered employees on the first day of each month for the last (6) months of Services prior to the termination date payable thirty (30) days from the Notice Date.

2. SCOPE OF RELATIONSHIP

2.1 **Parties.** The Agreement does not create any rights or legal relationships between HPA and any of the Participants or beneficiaries under the Plan or to any other third party. If Sponsor fails to comply with any federal or state law, mandatory filings, or the terms of the Plan ("**Applicable Law**"), HPA shall not be liable in any action brought in regard thereto. HPA's relationship with Sponsor shall be that of an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee, partnership, or joint venture between the parties. Sponsor acknowledges that HPA is not a party to any contract entered into on behalf of Sponsor for the purpose of obtaining discounts, network access, or other purposes which are intended primarily to benefit the Plan. Sponsor assumes all contractual and financial obligations related thereto unless otherwise specified in writing in one of those contracts.

2.2 Fiduciary.

a. HPA is neither fiduciary of the Plan or the "Plan Administrator" for purposes of ERISA. The HPA Services are ministerial in nature and this Agreement does not confer or delegate to HPA any discretionary authority or discretionary responsibility in the administration of the Plan. HPA shall exercise its obligations under the Agreement in accordance with industry-accepted standards regarding the ordinary interpretation, definition, and application of the Plan Document.

b. Solely in the event that HPA has assumed in writing the role of Claims Appeals/Fiduciary, then HPA shall for the purposes of HPA Services provided under that specific Order Form be the Claims Fiduciary with duties and obligations limited to the Claims Administration Services it performs on behalf of the Plan pursuant hereto. Sponsor shall retain the role of Plan Administrator and Plan Fiduciary of the Plan and shall retain full and final authority and responsibility for the Plan and its operation. Except as set forth herein, HPA's fiduciary duties and obligations shall not include any duties, obligations or liabilities of Sponsor, Plan Administrator or Plan Fiduciary.

2.3 **Communications.** HPA shall be entitled to rely upon any written or oral communication from Sponsor or its directors, officers, employees, human resource and benefit personnel, other authorized employees, agents/brokers and others acting on Sponsor's behalf.

3. OBLIGATIONS OF HPA

3.1 **Documentation.** HPA shall review and adhere to the written instrument(s), including plan and/or trust instruments required by ERISA ("**Plan Documents**") describing the Plan; *provided, however*, that Sponsor shall have sole responsibility with respect to such Plan Documents and with respect to the design, amendment, distribution or validity of such instrument(s).

3.2 **Claims Services.** HPA shall perform the following HPA services:

- a. provide claim forms to Sponsor for submission of claims to provider;
- b. receive claims and claims documentation;
- c. correspond with Participants and providers if additional information is deemed necessary by HPA;
- d. examine claims and supporting documentation submitted by Participants incurred and received during the term of this Agreement, in order to (i) determine the qualification of such claims, (ii) make any necessary investigation, and (iii) calculate the amount of benefits due;
- e. refer to Sponsor, for consideration and final decision, any claim or class of claims, including but not limited to claims that are specified as requiring special handling, appeals, questions with respect to the amount due or benefits payable, questions with respect to qualification of claims submitted under the terms of the Plan, and any other controversy; *provided, however*, that HPA shall not be liable for failure to process a claim for which all information has not been received or is untimely received;
- f. coordinate benefits payable under the Plan with any other benefit plans;
- g. prepare disbursement checks for the amount of benefits determined to be payable under the Plan;
- h. respond to all reasonable telephone calls (during regular business hours);
- i. provide notice and explanations to Participants for denial of benefits and provide for an advisory (and not discretionary) review of denied claims including appeals in accordance with the Plan terms; *provided, however*, that HPA shall not render legal advice regarding any claim or denial of benefits or take legal action or otherwise enforce provisions of the Plan or recover any loss;
- j. use its commercially reasonable efforts in the normal course of its Services to identify claims: (i) for which there is potential for collection Participants through subrogation (except for those amounts paid prior to the Effective Date of this Agreement); or (ii) that may be subject to reimbursement based upon the existence of any Stop-Loss Policy. In no event shall HPA be held liable for any claims not covered by the Stop-Loss Carrier, irrespective of the reasons or bases provided as reason for the denial of those claims; and (iii) that contain fraudulent charges. In no event shall HPA be held liable for claims which are later determined to contain fraudulent charges.

3.3 **Administrative Services.** HPA shall perform the following HPA Services with respect to the administration of the Plan:

- a. maintain Participant enrollment for eligibility for payment of claims and census data;
- b. provide bookkeeping details of all billing and collections;
- c. maintain reinsurance reporting;
- d. provide experience reporting for coverages;
- e. provide enrollment forms and identification cards to Sponsor;
- f. pursuant to Sponsor authorization and at Sponsor's expense, (including any third-party fees), obtain professional reviews, independent medical evaluations, and audits of hospital or other health care provider costs, expenses and credit balances in accordance with group health industry standards and practices to determine if hospital and physician charges are accurate, appropriate and necessary;
- g. provide cost saving services for Sponsor, including negotiating with providers, performing medical chart audits, pursuing subrogation liens, reprice claims, participating in required arbitrations and negotiating settlements to obtain discounts, reductions or reimbursements on claims filed with and otherwise paid/payable by the Plan, and recovery of any overpayments made other than as a result of the sole negligence of HPA on behalf of Sponsor ("**Enhanced Cost Containment**");
- h. provide a cost saving service for dialysis claims to Sponsor, that includes the management of Participant dialysis claims, determining the Medicare allowable for each claim, determining the payable Plan benefit at a defined percentage, providing Plan amendment for this service, and handling all appeals from providers ("**Dialysis Claims Management**");
- i. provide those additional Services as selected by Sponsor in the Fee Schedule; and
- j. provide any ancillary services or access to subcontractors selected by Sponsor. To provide such Services, HPA may enter into subcontracts with other service providers to perform all or some of the Services. With respect to any separately stated fee charged to Sponsor for an ancillary service, HPA may retain a portion of such fee for discharging its duties and obligations, with the remainder paid to the ancillary service provider pursuant to the subcontract between HPA and the ancillary service provider. HPA may also receive fees from various subcontractors for performance of services to assist the subcontractor in performing their services. With respect to certain pharmacy benefit manager ("**PBM**") Sponsor hereby authorizes HPA to collect a service fee from the PBM for performing services of the PBM on behalf of Sponsor.

3.5 **Records and Files.** HPA shall establish and maintain a record keeping system concerning the Services to be performed hereunder. All such records, including an accumulator report and Participant eligibility listing of such, and all hard copy files shall be the property of Sponsor and shall be delivered to Sponsor upon termination of the Agreement, subject to the right of HPA to copy and retain all or any of such records as may be required by Applicable Law. All such records shall be available for inspection by Sponsor upon reasonable prior written notice, and at any time during HPA's normal business hours.

3.6 **Reports.** HPA shall provide: (a) check register, (b) report of claims paid identified as to Participants, (c) statement of account, (d) reports of claims incurred but not reported; and (e) annual report of Plan's operation. If HPA is not providing run-out services upon termination of this Agreement, HPA will charge \$2,500 for our Standard Termination Reporting Package.

3.7 **Recovery of Payments.** The Parties will reasonably cooperate to recover overpayments of benefits under the Plan (each an "**Overpayment**"). In the event of an Overpayment, HPA will make a demand to the payee with respect to the Participant in writing for the return of such Overpayment. If that effort is unsuccessful, HPA may use an outside vendor, collection agency or attorney ("**Agent**") to pursue recovery. Overpayment recoveries made through Agents are credited to Sponsor net of Agent's fees. HPA shall have no further obligation with respect to any Overpayment, except that HPA is hereby authorized to offset such payment against any unpaid claim of such payee for any employee Participant or covered dependent.

3.8 **Forms 5500.** Sponsor and not HPA shall be responsible for the preparation and/or filing of Forms 5500.

4. ACCESS GRANTS AND OWNERSHIP

4.1 **By HPA.** During the Term, HPA grants to Sponsor a limited, non-exclusive, revocable, non-transferable, royalty-free (subject to payment of all applicable Fees) license, to access, reproduce, use, perform, and display (and to sublicense the foregoing rights to its Participants) its software-as-a-service platform and any logos, trademarks, service marks, or content contained therein ("**HPA Platform**"), subject to any limits on users. As between Sponsor and HPA, HPA owns all right, title, and interest in and to the HPA Platform and all IP rights therein, including any data related to, or derived from, the use and performance of the HPA Platform. Sponsor acknowledges that: (a) Solutions are

provided on a multi-tenant, access only-basis and (b) Sponsor does not acquire any rights of ownership or exclusive use in any the HPA Platform or in any derivative work thereof or work product produced as a result of using the HPA Platform. **"IP Rights"** means all patents, trademarks (and associated goodwill therewith), trade secret rights, know how, copyrights and other forms of intellectual property rights and protections throughout the world, whether currently existing or hereafter developed or acquired and whether now known or hereafter recognized, including, without limitation, any Internet domain names. Sponsor will ensure the security and Confidentiality of its Account Information and is responsible for all activities performed in the Hosted Service with its Account Information. Sponsor will not (and Sponsor will not permit any third party to): (i) make the Hosted Service available to any third party (via a services arrangement, service bureau, lease, sale, resale, or otherwise); (ii) modify, adapt, or otherwise create a derivative work of the Hosted Service; (iii) circumvent any usage or access limits on the use of the Hosted Service; (iv) damage, disable, overburden, impair, or disrupt the Hosted Service or attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the Hosted Service or in any way with the use or enjoyment of the Hosted Service by others; or, (v) use the Hosted Service in any unlawful manner or for any unlawful purpose or in any jurisdiction where any such use is illegal. Sponsor will immediately notify HPA in writing of any unauthorized use of any Account Information or the Hosted Service, in each case, that comes to Sponsor's attention. In the event of any such unauthorized use by any third party that obtained access to the Hosted Service through Sponsor, Sponsor will take all steps necessary to terminate such unauthorized use. Sponsor will provide HPA with such cooperation and assistance related to any such unauthorized use as HPA may reasonably request.

4.2 By Sponsor. During the Term, Sponsor grants to HPA a non-exclusive right and license to: (i) store, use, and process any data provided by Sponsor (including eligibility files) ("**Sponsor Data**") and/or any information provided by or on behalf of Participants ("**Participant Data**") to provide the Platform and Services; (ii) de-identify and aggregate Participant Data with data from other sources to provide the Services and Platform, and/or improve its Products ("**De-Identified Data**");; and (iii) reproduce, translate, encode, publish, use, and display any logos, trademarks, service marks, or content provided by Sponsor ("**Sponsor Brand**") on any Sponsor-branded interfaces or materials included in Participant ship cards ("**Sponsor Materials**"); and (ii) display the Sponsor Brand in marketing materials solely for the purposes of identifying Sponsor as a client of HPA. Sponsor owns all right, title and interest in and to the Client Brand, Sponsor Data, Eligibility Files, and Sponsor Confidential Information (as defined below) (collectively, the "**Client Materials**") and except for any rights granted herein, HPA acknowledges that it neither owns nor acquires any additional rights in and to the Client Materials. **"IP Rights"** means all patent, copyright, trademarks, trade secrets, know-how, techniques, concepts, ideas, methods, algorithms, models, formulas, and database rights, including any applications, continuations, and goodwill.

4.5 By Participant. HPA manages Participant Data for the benefit of such Participants in accordance with this Agreement, applicable Law and HPA's Terms of Use, privacy policy, and any end-user agreements acknowledged by the applicable Participant ("**Participant Agreement**"). Nothing under this Agreement or any other agreement entered into between the Parties shall prevent or restrict HPA's ability to seek a Software Participant's acceptance of Participant Agreement prior to granting access to a Solution, which permits HPA to use Participant Data for any lawful purpose, including as necessary for the operations, administration, and development of HPA's product or services and providing the Solutions to the applicable Participant.

4.6 Data Grants. HPA shall store all Sponsor Data in accordance with the Data Security Standards and Business Associate Agreement attached as Appendices C and D of this Agreement ("**Security Policies**") and all Applicable Laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") as amended by the Health Information Technology for Clinical Health ("**HITECH**") Act, ("**HIPAA**") and ERISA. Sponsor agrees that HPA may permit persons physically located outside of the United States ("**Offshore Resource**") to access Sponsor Data (including Protected Health Information ("**PHI**") and Participant Data where: (a) access to Sponsor Data and Participant Data is strictly limited to connection via virtual desktop infrastructure ("**VDI**") provided, monitored, and maintained by HPA within the United States ("**Secure Remote Worker Application**"); (b) each offshore resource is employed directly by HPA at a location owned or operated by HPA or by a U.S. Based Subcontractor that is subject to and compliant with HIPAA and regulations promulgated by the U.S. Department of Health and Human Services, and for the acts and omissions of which HPA remains liable; and (c) HPA ensures that any computer used by Offshore Resources to remotely access Secure Remote Worker Application via the VDI is technically restricted from simultaneously accessing the Internet or using any virtual private network or any other third party network while logged on to the VDI; and (d) the VDI prevents downloading, printing, extracting, storing or transmitting the information and/or data through personally owned, rented, or borrowed equipment, including but not limited to, laptops, personal digital assistants, instant messaging devices, Universal Serial Bus ("**USB**") devices, and cell phones. Sponsor acknowledges and agrees that in the event Sponsor prohibits use of an Offshore Resource that complies with the foregoing conditions, such withholding or delay shall excuse HPA from any delay in meeting resolution service level agreements associated with any issue, defect, or break for which an Offshore Resource was offered and may result in an increase to the applicable Fees. Notwithstanding the foregoing, HPA may disclose the information: (i) in response to a court order; (ii) for an examination conducted by the Commissioner of Insurance; (iii) for an audit or investigation conducted under ERISA; (iv) to, or at the request of, Sponsor or its stop-loss/reinsurance carrier; or (v) with the written consent of the individual identified by the information, or their legal representative.

5. FEES AND EXPENSES; PAYMENTS

5.1 Service Fee. Sponsor shall pay all fees set forth in the Order Form ("**Fees**") within fifteen (15) days of the date of HPA's invoice and all disputed amounts within ten (10) business days of resolution of such dispute; *provided, however*, that Sponsor may only withhold disputed amounts up to twenty (20%) percent of any single invoice. Any undisputed amounts shall accrue interest at a rate equal to the greater of: (i) one and a half percent (1.5%) per month, or (ii) the highest rate permitted by Applicable Law, whichever is lower. Sponsor agrees to pay all amounts due without any setoff, deduction, or withholding for any reason. If HPA does not receive payment of any sum within thirty (30) days of the invoice, HPA may suspend the Services until the default has been cured to HPA's satisfaction.

5.2 Change of Service Fees. HPA reserves the right to change the Service Fees applicable to the Agreement at any time, provided HPA provides written notice of such change at least thirty (30) days prior to the effective date for the new Service Fees in the following situations: (a) that the then-current Service Fees have been applicable for a period of twelve (12) months; or (b) any time there are changes to this Agreement or the Plan, which affect the Service Fees; or (c) when there are changes in laws or regulations which affect, change or increase the Services HPA is providing or will be required to provide; or (d) if there is a decrease in the eligible census count of greater than ten percent (10%) over a three (3) month period of time.

5.3 **Audit.** HPA shall maintain records in accordance with generally accepted accounting principles and practices and in accordance with statutory requirements and Applicable Laws. During the Term, Sponsor shall have the right to audit books and records at its own expense to substantiate HPA's Fees ("**Fee Audit**") and HPA will reimburse Sponsor for any expenses incurred by Sponsor in connection with any Fee Audit that results in the correction of a billing error by HPA in an amount greater than ten percent (10%). In addition, Sponsor shall be entitled to perform, at its own expense, an audit to verify HPA's compliance with the Security Controls ("**Security Audit**"); provided, however that if the subject of the Security Audit is covered by an industry-standard assessment by an accredited third-party ("**Third-Party Assessment**"), Sponsor agrees to limit the scope of its Security Audit only to a short questionnaire of no more than thirty (30) questions addressing legitimate concerns not covered by such Third Party Assessment ("**Gap Questionnaire**"). If HPA is in the process of a Third-Party Assessment, then Sponsor shall not provide such Gap Questionnaire until sixty (60) days after HPA's notification that such Third-Party Assessment is complete. All Third-Party Assessments and gap Questionnaires shall be subject to confidentiality protection and be due upon no less than thirty (30) business days' notice to HPA, and no more than once annually. Sponsor agrees to pay HPA the Service Fee set forth in the Fee Schedule for Services not previously listed for any HPA staff time required by such an audit. Sponsor also agrees that HPA will have the right to submit written responses to any audit findings, and that such written responses will be included in any audit report which is prepared.

5.4 **Liability for Benefits.** It is understood and agreed that payment of benefits under the Plan is the sole liability of Sponsor, and that HPA shall not have any liability for such benefits. Sponsor shall be responsible for any damages, losses, liabilities, or expenses incurred by HPA which are related to claims by any Participant or a HPA of health care services for benefits under the Plan. Both parties recognize that this includes claims or liabilities to which either Party is determined to be obligated either contractually or statutorily, regardless of whether such claims are allowed under the Plan Document, and specifically includes Medicare Secondary Payer Claims and contractual obligations under provider network agreements.

5.5 **Taxes and Other Assessments** Nothing in this Agreement shall be deemed to confer on HPA any responsibility for any federal, state or local tax liability, (excluding its own income and payroll taxes), which may be imposed upon HPA, Sponsor, Trust, Administrator, Fiduciary or any Participant or Beneficiary of the Plan. Sponsor shall promptly pay HPA any tax or charge, federal, state, or local, assessed against HPA which may be incurred by reason of (a) this Agreement, (b) a ruling or other determination by an Insurance Department or other governmental authority to the effect that any fees charged or payable hereunder or the amount of claim payments made in accordance with the Plan or this Agreement is an insurance premium and subject to the premium tax provisions of the applicable statutes, including any retroactive assessment; (c) any sales tax imposed on or related to HPA's Services; or (d) a change in any charges relating to this Agreement and imposed on HPA exclusive of Federal or State Income Taxes.

5.6 **Wellbeing Rewards.** In the event that any Participant earns or accrues a reward but such Participant's participation in the Platform is terminated by the Participant and/or the Sponsor, then such Participant shall have a period of thirty (30) days following the date of termination to redeem the applicable reward value. If the Participant fails to redeem the reward by such date (the "**Expiration Date**"), then HPA shall be entitled to retain all such unredeemed amounts ("**Forfeited Rewards**") in consideration of its administration of the rewards and incentive program in lieu of charging any administration fee or service charge. Sponsor expressly acknowledges and agrees that the amount for Forfeited Rewards does not constitute a penalty of any kind but rather is an equitable allocation of the cost of incentive administration.

6. OBLIGATIONS OF SPONSOR

6.1 **Plan Documents and Amendments.** Sponsor shall provide HPA with all Plan Documents at least thirty (30) days prior to the Effective Date of this Agreement. Sponsor shall also notify HPA in writing of any changes in the Plan Documents at least thirty (30) days prior to the effective date of such changes. HPA shall have thirty (30) days following receipt of such notice of change to inform Sponsor whether they can and will administer such proposed changes. HPA shall not be held responsible for any delay or errors in claims administration caused by Sponsor's failure to timely provide Plan Documents or notice of changes to Plan Documents. As applicable, provide and distribute in a timely manner, to Participants, all materials and documents, including but not limited to the Plan Document and forms or notices as may be necessary for the operation of the Plan or to satisfy requirements of governing law.

6.2 **Census.** Sponsor agrees to promptly furnish HPA such information in writing as may be necessary or required by HPA from time to time to maintain adequate records for eligibility of Sponsor's Participants. HPA assumes no responsibility to verify employee or dependent eligibility under the Plan, either before or after a claim is made for benefits under the Plan.

6.3 **Selection of Service Providers.** Sponsor shall select the preferred provider network, pharmacy benefit manager, repricing services (if needed), auditor or any additional service providers ("**Service Providers**"). Engagement of a selected Service Provider will be performed as an accommodation and convenience to Sponsor and shall not result in liability or responsibility being imposed on HPA for any acts or omissions of the Service Provider. Each Service Provider is directly responsible to Sponsor who will pay any fees relating to the service.

6.4 **Accessing Provider Networks.** When accessing a preferred provider network, Sponsor will comply with provisions dealing with the payment of health care services and access fees of any applicable network provider agreements and any applicable network access agreement. Sponsor will be solely responsible to timely pay the network providers the reimbursement rates contained in the network provider agreements for covered services, as well as network access fees and any lost or forfeited discounts regardless of the reason. Sponsor will sign a written agreement that shows Sponsor's acceptance of the terms of the network access agreement if required to do so by the network or provider.

6.5 **Claims Funding.** Sponsor shall establish a Sponsor Medical Claims Fund Account and shall: (a) maintain a positive balance in such account at all times; (b) provide funds to cover all outstanding claims payments within one (1) business day of notice, (c) deposit into the account an amount sufficient to enable HPA to initiate ACH debit transactions to release all checks drawn on the account for payment of medical claims for that period; (d) institute check tracing for missing checks, a stop payment order for any outstanding check that is missing, and notify HPA of such stop payment; and (e) reconcile the account on a monthly basis.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

7.1 **Representations; Warranties.** Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) the execution and performance of this Agreement will not conflict with or violate any Applicable Law; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 **By HPA.** HPA represents and warrants to Sponsor that: (a) it is the owner and/or the licensee of all IP Rights relating to the Platform and has the necessary rights to grant all licenses hereunder; (b) the Services shall be performed in compliance with the descriptions listed in

the Order Form; (c) it shall perform the Services in a professional and workmanlike manner in accordance with Applicable Laws; and (d) it shall promptly report to Sponsor any revocations of consent or opt-outs that it receives.

7.3 By Sponsor. Sponsor represents and warrants: (a) that its Plan shall comply with all Applicable Laws; (b) that it is solely responsible for the program design of its Plan; (c) that it will obtain and maintain in effect all consents required for by the Telephone Consumer Protection Act ("TCPA"), ERISA, HIPAA to allow HPA to provide the Services on Sponsor's behalf.

7.4 Exclusive Warranties; Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. HPA DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 AND SECTION 7.2, HPA SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT HPA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH USE OR PURPOSE), ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. HPA MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HPA OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HPA'S OBLIGATIONS.

8. INDEMNIFICATION.

8.1 By HPA. HPA shall indemnify, defend, release, and hold harmless Sponsor, and its directors, officers, employees, and agents ("Related Parties") from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages directly resulting from any claim by any third party ("Losses") arising out of or related to or arising from the gross negligence of HPA or HPA's intentional, willful, or reckless acts or omissions in the performance of its duties under this Agreement.

8.2 Indemnification of HPA. Sponsor shall indemnify, defend, release, and hold harmless HPA and its Related Parties from and against any and all Losses, arising out of or related to or arising from the event of any claim or cause of action against HPA arising out of or related to or arising from: (a) a claim by any Plan Participant, health care provider, or network claiming benefits or right to payment under the Plan; (b) Sponsor's breach of any Applicable Law, including failure of any Plan to comply with Applicable Law (b) data sharing with Sponsor Plan Participant, health care provider, or network at the direction of Sponsor; (d) any failure by Sponsor to obtain any consents required under the TCPA; or (e) the gross negligence of Sponsor or Sponsor's reckless acts or omissions.

8.3 Limitation of Liability. ANY LIABILITY OF HPA TO SPONSOR SHALL BE LIMITED TO THE GREATER OF THE PREVIOUS TWELVE (12) MONTHS OF CLAIMS ADMINISTRATION FEES AS DETERMINED BY THE FEES PAID IN THE IMMEDIATE TWELVE (12) MONTHS PRECEDING THE DATE OF THE ACT GIVING RISE TO THE LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY OTHER PERSON, FOR ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE OF DATA OR THE SERVICES, LOST BUSINESS, LOSS OF GOODWILL, LOST REVENUES, FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOST PROFITS, AND ANY OTHER DAMAGES FOR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE SERVICES. WITH THE EXCEPTION OF SPONSOR'S PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER OR TO ANY OTHER PERSON FOR ANY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE SOLUTION OR SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID AND/OR PAYABLE BY SPONSOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIABILITY OF EITHER PARTY RELATED TO SUCH PARTY'S OBLIGATION OF INDEMNIFICATION, WHICH LIABILITY SHALL BE LIMITED IN THE AGGREGATE OVER THE ENTIRE TERM OF THIS AGREEMENT TO FIVE MILLION DOLLARS (\$5 MILLION). TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVISIONS SET FORTH IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR ACTION OR THEORY OF LIABILITY AND EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF DAMAGES AND WHETHER DAMAGES WERE REASONABLY FORESEEABLE. THE PARTIES AGREE THAT THESE LIMITATIONS ARE ESSENTIAL COMPONENTS OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE FEES CHARGED FOR THE SERVICES, AND THAT HPA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE.

8.4 Statute of Limitations. Either party seeking indemnification or any other damages under the terms of the Agreement or any Order Form must commence litigation within twenty-four (24) months of the date of the act giving rise to such liability, irrespective of when the Party learns of such acts, or such litigation will be deemed barred as untimely.

9. CONFIDENTIAL INFORMATION.

9.1 Confidential Obligations The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain written or oral information disclosed by the other that has been identified as confidential or that or should be known to a reasonable person given the facts and circumstances of the disclosure, as being confidential or proprietary ("Confidential Information"). The Parties agree to treat and maintain as confidential and proprietary all Confidential Information furnished by the other Party pursuant to or in connection with this Agreement and an Order Form to the same extent and with the same degree of care as it uses in handling its own confidential and proprietary information of similar nature (but with not less than a reasonable degree of care), and further agree not to use such Confidential Information for any purpose other than the performance of any obligation under this Agreement or an Order Form. Neither Party shall disclose any Confidential Information to anyone other than each Party's respective employees or its legal counsel, auditors, agents or consultants (collectively, "Representatives") who are subject to appropriate confidentiality policies or are bound by appropriate confidentiality agreements with terms at least as protective as the terms set forth in this Section 9 and who have a need to know the Confidential Information.

9.2 **Confidentiality Exceptions.** Notwithstanding the foregoing, Section 9.1 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction; (f) consists of any comments, commentary on any new features, functionality or improvements for Products and/or error reports provided by Sponsor to HPA, provided that such use shall not identify Sponsor ("**Feedback**"); or (g) constitutes De-Identified Data. Either Party may disclose Confidential Information to the limited extent required to establish such Party's rights under this Agreement or comply with the order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and make a reasonable effort to obtain a protective order. Sponsor agrees that it will not assert any limitations to HPA's right to use the Feedback or entitlement to compensation or recognition for HPA's use of the Feedback.

10. GENERAL PROVISIONS

10.1 **Notices.** All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the Order Form or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by electronic communications provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation.

10.3 **Assignment; Delegation.** Except in the case of merger, acquisition or sale of all, or substantially all, of a party's assets or capital stock, neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

10.5 **Force Majeure.** Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, Internet access outside of HPA's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado (except for any conflicts-of-law principles of such state that would result in the application of the law of another State).

10.8 **Injunctive Relief.** The Parties acknowledge that misuses or disclosure of the other Party's Confidential Information (or violation of other proprietary data rights) may give rise to irreparable injury to the other Party that is inadequately compensable in damages. Accordingly, either Party may seek and obtain injunctive relief against the breach or threatened breach of Confidential Information, pending resolution of any dispute and/or in addition to any other legal remedies that may be available. Each Party acknowledges and agrees that the covenants contained in this Section are necessary for the protection of legitimate business interest of the Parties and are reasonable in scope and content.

10.9 **Miscellaneous.** This Agreement, as executed by the Parties, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes any and all oral or written representations, understandings, or agreements relating thereto. This Agreement has been drafted jointly by the Parties and any ambiguities shall not be construed in favor of or against either Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be modified only by an agreement in writing that is signed by both HPA and Sponsor. In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be: (i) the Plan Documents; (ii) the Order Form; and (iii) these Terms. If any provision of this Agreement is found to be unenforceable by a court of law, the parties shall negotiate in good faith to agree upon a substitute provision that is consistent with the intentions underlying the original provision and the remainder shall be enforced to the extent permitted by Law. No waiver will be valid unless in writing and signed by the Party against which such waiver is sought to be enforced. The waiver or failure of either Party to exercise any right will not be deemed a waiver of any future right. The following Sections shall survive termination or expiration of the Agreement for any reason: 3, 5, 6, 7, 8, 9 and 10. The Agreement is a result of negotiations between the Parties and will not be construed strictly against or in favor of any Party but shall be considered to have been jointly drafted by the parties. The Parties intend that the Agreement will be given a fair reading and reasonable construction in accordance with the intentions of the parties.

11. STOP LOSS SPECIFIC TERMS

11.1. **GENERAL.** SPONSOR ACKNOWLEDGES THAT HPA SHALL HAVE NO OBLIGATION TO REIMBURSE SPONSOR FOR ANY LOSSES NOT COVERED BY THE MEDICAL STOP-LOSS INSURER. SPONSOR SHALL NOT BE ENTITLED TO SEEK ANY DAMAGES OR RECOVERY AGAINST HPA RESULTING FROM, OR RELATING TO, ANY DENIAL OF REIMBURSEMENT UNDER ANY MEDICAL STOP-LOSS INSURANCE POLICY REGARDLESS OF THE REASON FOR SUCH DENIAL (INCLUDING BUT NOT LIMITED TO CONFLICTING LANGUAGE BETWEEN THE PLAN DOCUMENT AND THE STOP-LOSS POLICY CONCERNING CONDITIONS OR EXCLUSIONS OF BENEFITS, OR CONFLICTING LANGUAGE BETWEEN THE PLAN DOCUMENT AND THE TERMS OF ANY CONTRACT WITH A THIRD-PARTY VENDOR OR SERVICE HPA SUCH AS NETWORK HPA AGREEMENTS), WITH THE SOLE EXCEPTION BEING FOR DENIALS BASED SOLELY UPON THE REASON THAT SUCH REIMBURSEMENT REQUEST WAS NOT TIMELY SUBMITTED TO THE MEDICAL STOP-LOSS INSURER, AND WHERE HPA HAD POSSESSION OF THE CLAIM AND ALL DOCUMENTATION AND INFORMATION NEEDED TO PROCESS AND SUBMIT THE CLAIM (INCLUDING BUT NOT LIMITED TO NETWORK PRICING, MEDICAL REVIEWS, AND MEDICAL RECORDS) AT LEAST FIFTEEN (15) BUSINESS DAYS PRIOR TO THE DEADLINE FOR SUBMITTING CLAIMS TO THE STOP-LOSS INSURER UNDER THE THEN-APPLICABLE POLICY.

11.2. **Payments Outside the Plan.** Sponsor may instruct HPA to pay claims in HPA's opinion are not payable under the Plan, upon the condition that it is hereby agreed that such instruction releases HPA from any liability in connection therewith. Sponsor hereby acknowledges that such payments may not qualify for credit toward or reimbursement from stop loss insurance coverage, if any, and as such are considered "outside" the Plan. Sponsor also hereby acknowledges that stop loss claims may not be covered by the stop loss carrier based on the stop loss policy and independent claim review for a variety of reasons including, but not limited to, payment of claims after the policy eligibility date or coverage interpretation. These are part of the anticipated liability of the Plan and Sponsor assumes all legal requirements, responsibility, and liability for such payments.

11.3 **No Stop Loss Procurement.** This Section 11.3 applies if Sponsor has not requested HPA assist with the procurement of its stop loss policy and is subject to Section 11.1 and 11.2 above. HPA agrees to submit claims to and attempt to obtain reimbursement from Sponsor's medical stop-loss insurer; *provided, however*, that Sponsor acknowledges and agrees that HPA has not been contracted by Sponsor to procure Stop Loss coverage and therefore disclaims any losses related to Stop Loss coverage. Sponsor shall, and hereby does, agree to: (a) indemnify, defend, release, and hold harmless HPA from and against any Losses related to Stop Loss coverage; and (b) assume all liability related to procurement and operation of any Stop Loss Coverage related to the Plan.

11.4. **Stop Loss Procurement Services.** This Section 11.3 applies if Sponsor has requested HPA assist with the procurement of its stop loss policy and is subject to Sections 11.1 and 11.2 above.

a. If requested by Sponsor in writing, HPA shall prepare bid specifications for medical stop-loss insurance. Such stop-loss insurance is intended to provide reimbursement to Sponsor in the event medical claims exceed selected attachment points.

b. HPA shall submit bid specification prepared at Sponsor's request to insurers and/or managing general underwriters that have authority to bind one or more insurers that HPA believes will provide suitable bids. Sponsor shall review and specifically approve in writing any disclosure form that is submitted to a prospective insurer. The number of insurers to which HPA will submit bid specifications is small when compared with the total number of insurers issuing medical stop-loss insurance. HPA selects this small number of insurers for many reasons, including the size and rating of the insurer, HPA's claim paying experiences with the insurer and other factors relevant to the suitability of the insurer. The fitness of any such Stop Loss coverage is a decision made by Sponsor and is not determined by HPA. Any such Stop Loss coverage is issued by an independent party and HPA does not guarantee solvency or fitness of purpose of any such coverage. As such, HPA disclaims any losses related to Stop Loss coverage. Sponsor shall, and hereby does, agree to: (a) indemnify, defend, release, and hold harmless HPA from and against any Losses related to Stop Loss coverage; and (b) assume all liability related to procurement and operation of any Stop Loss Coverage related to the Plan.

c. HPA and/or Sponsor's broker may receive a commission or other remuneration from the issuing stop-loss insurance HPA upon placement of the medical stop-loss. HPA may receive a contingent commission dependent upon the volume and persistency of the premium, but not dependent on the loss ratio of the coverage. The amount of any commissions received by HPA may vary depending on which insurer is selected, and HPA will provide further information and disclosure of such fees upon request by Sponsor once an insurer is selected.

d. HPA agrees to submit claims to and attempt to obtain reimbursement from Sponsor's medical stop-loss insurer.

e. Sponsor acknowledges that HPA shall have no obligation to reimburse Sponsor for any losses not covered by the medical stop-loss insurer. Sponsor shall not be entitled to seek any damages or recovery against HPA resulting from, or relating to, any denial of reimbursement under any medical stop-loss insurance policy regardless of the reason for such denial (including but not limited to conflicting language between the Plan Document and the stop-loss policy concerning conditions or exclusions of benefits, or conflicting language between the Plan Document and the terms of any contract with a third-party vendor or service provider such as network agreements), with the sole exception being for denials based solely upon the reason that such reimbursement request was not timely submitted to the medical stop-loss insurer, and where HPA had possession of the claim and all documentation and information needed to process and submit the claim (including but not limited to network pricing, medical reviews, and medical records) at least fifteen (15) business days prior to the deadline for submitting claims to the stop-loss insurer under the then-applicable policy.

f. Sponsor shall indemnify, hold harmless, and defend HPA and its Related Parties from and against any and all Losses which arise from any acts, failure to act, or the manner of performance of acts related to Plan's Stop Loss coverage. The foregoing indemnity shall not be subject to any limitations of liability set forth herein.

APPENDIX D: DATA SECURITY STANDARDS

1. **Scope; Definitions:** HPA shall comply with the requirements set forth in this Appendix. This Appendix relates to Services whereby HPA collects, accesses, processes, stores, transfers, transmits, uses, discloses, or otherwise handles any Personal Data. In the event of a conflict or inconsistency between any provision of this Appendix and the Agreement, the more stringent requirement shall prevail. Capitalized terms in this Appendix not herein defined are defined in the Agreement or have the following meanings:
 - a. **"Agreement"** shall mean the agreement between Sponsor and HPA to which this Appendix is attached.
 - b. **"Personal Data"** shall mean, relative to the Services provided to Sponsor, any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; including individually identifiable information contained in Eligibility Files and Participant Data, each as defined in the Agreement.
 - c. **"PII"** shall mean information (i) that identifies an individual, (ii) with respect to which there is a reasonable basis to believe the information can be used to identify an individual, or (iii) is considered personally identifiable information by applicable codes, laws, guidelines, rules or regulations, including, without limitation, industry self-regulation. The term PII shall also include any "Personal Data" as defined in the General Data Protection Regulation (Regulation (EU) 2016/679).
 - d. **"HPA"** shall have the meaning outlined in Provision 1.20 of the Agreement.
 - e. **"HPA Personnel"** shall mean each director, officer, manager, employee, representative and each natural person employed or retained by HPA.
 - f. **"HPA Sites"** shall mean locations owned or leased by HPA from which it provides services to its Sponsors.
 - g. **"Security Incident"** shall mean any confirmed unauthorized access, disclosure, misappropriation, theft, loss, acquisition, or use of Personal Data.
 - h. **"Services"** shall mean the services to be provided and performed by HPA pursuant to the Agreement.
 - i. **"Systems"** shall mean hardware, software, networks, applications and other equipment that comprise a technical environment used to store or process Personal Data.
 - j. **"Industry Standard Security Practices"** shall mean the core security practices appropriate to the HPA's business and services which are commonly implemented as standards across the information technology industry. For example, many of the authoritative sources listed in the HITRUST CSF, ISO-27001, SOC2 and NIST CSF.
 - k. **"Security Policies"** shall mean HPA's policies for securing information or data according to Industry Standard Security Practices and in compliance with applicable laws and regulations. Typically, Security Policies are high level instructions to management on how the organization is to be run with respect to Industry Standard Security Practices.
 - l. **"User"** shall mean HPA Personnel authorized by HPA to access Personal Data stored on any HPA Systems.
2. **Information Security Program:** HPA has established and, during the term of the Agreement, will maintain:
 - a. An ongoing program of Security Policies and controls that comply with the HITRUST Common Security Framework, ISO-27001, SOC2, or similar Industry Standard Security Practices.
 - b. A Security Incident management program intended to detect and respond to Security Incidents.
 - c. A security awareness and training program that includes both User and administrator training in methods, procedures, and security.
 - d. A Business Continuity / Disaster Recovery (BCDR) program in place for critical systems used for storing, transmitting, or processing Personal Data or used for business-to-business communications that includes documented policies and plans, and must test that plan at least annually.
 - e. Change control procedures for any Systems HPA uses to store, transmit, transfer, or process Personal Data for Sponsor.
 - f. Procedures to conduct periodic independent security risk evaluations and penetration tests to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for timely remediation for HPA's key Systems used to deliver the Services.
 - g. A vulnerability management program to assess and manage threats to the HPA's Systems with timely remediation of issues found.
3. **Physical Access:** HPA has established and, during the term of the Agreement, will maintain:
 - a. Physical controls to protect Personal Data stored in any HPA data center.
 - b. Appropriate facility entry controls are in place to limit physical access to systems that store or process data.
 - c. Processes to block access to facilities by default and only grant such access on a "need to know" basis.
 - d. Processes to monitor access to any facility where HPA processes Personal Data.
 - e. Controls to physically secure all Personal Data and to properly destroy such information when no longer needed using a process equal to or above that specified by NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the Information cannot be retrieved.
 - f. Procedures to store securely hardcopy documents, removable media or portable devices containing Personal Data where access is limited to a need-to-know basis.
 - g. Procedures to ship physical copies of Personal Data, when required to do so under the Agreement, using secure, reputable shipping services with shipment tracking and confirmed deliver options.
4. **Logical Access:** HPA, with respect to the internal systems used to support the Services, has established and, during the term of the Agreement, will maintain:
 - a. Appropriate mechanisms for User authentication and authorization in accordance with a restricted "need to know" and "principle of least privilege" policy, including restrictions on copies and backup copies of all Personal Data.

- b. Procedures to remove or update User access when a User's role changes or terminates.
- c. Procedures to monitor and review User access to validate that User access grants are in line with their current roles.
- d. Multi-Factor authentication for any remote Users or internet facing applications, User portals, User VPN's, virtual desktops or similar internet facing exposures.
- e. Controls to enforce access restrictions for remote Users, contractors, and service providers.
- f. Timely and accurate administration of User account and authentication management.
- g. Processes to assign unique IDs to each User with computer access and limit use to such User.
- h. Processes to change any vendor supplied defaults for passwords and security parameters for Systems prior to deployment.
- i. Controls to validate that User passwords meet minimum length and complexity requirements, and are appropriately changed, managed, and maintained on a regular basis consistent with Industry Standard Security Practices.
- j. Mechanisms to track all access to Personal Data by unique ID to individual Users, and recording the date, time, individual, and nature of the access in a log file, such log files to be kept for a minimum of 1 year.
- k. Mechanisms to encrypt or hash all passwords in storage.
- l. Processes to immediately revoke accesses of inactive accounts or terminated/transferred Users in a timely manner, not to exceed 24 hours.
- m. Controls to restrict copy and paste functions or any other method of information disclosure to the minimum necessary to provide the Services.

5. **Subcontractors and Third Parties:**

When HPA engages a subcontractor to store, collect, or process Personal Data, HPA will enter into an agreement with such subcontractor that includes data protection terms and provisions substantially similar to those contained in this Appendix. When Sponsor directs HPA to exchange Personal Data with, or otherwise collaborate with, a third party in relation to the Services, Sponsor will be responsible for enforcing relevant data protection terms against such third party and HPA will be entitled to rely on Sponsor to conduct any relevant security assessment.

6. **Background Checks and Screening:** Prior to the start of employment, HPA shall conduct, or require a relevant third party to conduct, criminal background checks on HPA Personnel, in alignment with Industry Standard Security Practices.

7. **Security Architecture and Design:** HPA has established and, during the term of the Agreement, will maintain:

- a. A security architecture designed to support Industry Standard Security Practices.
- b. Documented and enforced technology configuration standards.
- c. Processes to encrypt Personal Data, including all backup copies of the same, in transmission and in storage, including storage on any portable media when such media is required to perform the Services, using current industry standard methods (AES 256bit or higher).
- d. Processes for regular testing of security systems and processes on an annual basis or more frequently as appropriate.
- e. A system of effective firewall(s) and intrusion detection technologies to protect Personal Data.
- f. Database and application layer design processes that include data protection requirements to protect Personal Data that is collected, processed, and transmitted through such systems.
- g. Procedures to backup critical systems that contain Personal Data no less frequently than weekly.

8. **System and Network Management:** HPA has established, and during the term of the Agreement, will maintain:

- a. Mechanisms to keep Systems security patches current by installing all high risk or higher patches as soon as they can safely be installed but in any event within 90 days from learning about the patch.
- b. Processes to monitor, analyze, and respond to security alerts issued by hardware and software vendors.
- c. Appropriate network security design elements that provide for segregation of data.
- d. Anti-virus and malware detection software on all Systems processing Personal Data to protect against malicious software, or processes in place to scan on at least a daily basis.
- e. Appropriate data loss prevention (DLP) controls to protect Personal Data;
- f. Processes to regularly verify the integrity of installed software and determine if any compromise of Personal Data.
- g. Documented change control process to manage all changes to Systems.

9. **Security Incident Notification:** HPA will be responsible for detecting and responding to Security Incidents. Upon becoming aware of a Security Incident, HPA will report such Security Incident within three (3) business days by providing a written notification to the Sponsor. In the event of a Security Incident, (a) HPA will cooperate with Sponsor to comply with any legal requirement to notify individuals whose Personal Data has been or may have been compromised as a result of a Security Incident; provided that in no event will HPA serve any notice or publicize a Security Incident without the prior written consent of Sponsor, unless required by applicable laws, and (b) upon Sponsor's request, engage a mutually acceptable, regionally recognized third party to perform or assist with forensic analysis. HPA will deliver the results of any such analysis to Sponsor in accordance with the confidentiality and notice provisions of the Agreement.

10. **Right to Audit:** HPA agrees to provide, upon written request, written attestation or third-party certification of HPA's compliance with industry standard security framework audits such as HITRUST, ISO-27001, SOC 2, PCI-DSS, NIST sp800-53, or similar as validation of HPA compliance with this DSE on an annual basis, or as reasonably required in response to a Security Incident involving HPA or provided service(s). In the event HPA is unable to produce the forms of validation as indicated above, then HPA agrees to submit to the Sponsor the organization's SIG to address any Sponsor risk assessment questions.

APPENDIX E: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between Moffat County, on behalf of itself or on behalf of its group health plans as applicable (collectively “**Covered Entity**”) and Personify Health, Inc. and Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, Benefit Administrative Systems, LLC, and MedCom Care Management, L.L.C. as applicable, 75 Fountain Street, Providence, RI 02902, on behalf of itself and its affiliates (“**Business Associate**”) (collectively, the “Parties” or individually, a “Party”).

Whereas Business Associate renders wellness services to Covered Entity under an existing written agreement (the “**Agreement**”), that may involve the use, disclosure and/or creation of certain Protected Health Information (“**PHI**”), as defined below; and

Whereas, the Parties desire to protect the privacy and security of PHI in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) as amended by the Health Information Technology for Clinical Health (“**HITECH**”) Act, Title XIII of Division A and Title IV Division B of the American Recovery and Reinvestment Act of 2009, as set forth in Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (“**CFR**”), in each case only as of its applicable compliance date (the “**Omnibus Regulations**”) that apply to covered entities and business associates; and (ii) the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160, Part 162, and Part 164, as further amended from time to time (“**HIPAA Rules**”).

Now, therefore the Parties agree as follows:

1. **Term.** Subject to Section 19, the term of this BAA (“**Term**”) shall be coterminous with the Agreement. This BAA supersedes and replaces any other agreement previously put in place between the Parties governing PHI.
2. **Termination.** Without limiting any other rights of the Parties, if either Party materially fails to adhere to its obligations under this BAA, the other Party may terminate this BAA if such failure is not cured within thirty (30) calendar days to the reasonable satisfaction of the other party. This BAA will automatically terminate upon termination or expiration of the Agreement.
3. **Definitions.** Capitalized terms not otherwise defined, and the following terms used in this BAA shall have the meanings ascribed in 45 CFR Parts 160-164 and are incorporated herein by reference: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. “**PHI**” and “**Electronic Protected Health Information**” (“**Electronic PHI**”) shall have the same meaning given to such terms in the HIPAA Rules, but limited to such information created or received by Business Associate solely in its capacity as a business associate on behalf of Covered Entity.
4. **Use and Disclosure of PHI.** Business Associate shall use and/or disclose PHI: (a) only to the extent necessary to perform its duties under the Agreement; (b) to comply with its obligations or as otherwise permitted under this BAA, (c) as required by law and in compliance with each applicable requirement of 45 CFR §164.504(e); and (d) to the extent necessary for Business Associate’s proper management and administration. In addition to the uses and disclosures permitted below, Business Associate may also use and disclose PHI: (i) to create a limited data set in accordance with 45 CFR §164.514, which limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (ii) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR §164.508 or from a covered entity or health care provider in accordance with 45 CFR §164.506(c) and (iii) as otherwise authorized in writing by Covered Entity or Sponsor on its behalf. In all disclosures, Business Associate shall comply with: (1) the applicable provisions of Title 45, Part 164 of the CFR and (2) applicable State privacy laws, rules and regulations not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 (“**ERISA**”), as amended. Business Associate may disclose such PHI as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities provided that: (a) the disclosure is required by law (including to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1)); or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached
5. **Prohibited Disclosures.** Business Associate shall not use or disclose PHI other than as permitted or required to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Agreement or as required by law. To the extent Business Associate is carrying out any of Covered Entity’s obligations, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as set forth in Sections 2(b)-(d).
6. **Data Aggregation Services.** Business Associate may use and disclose PHI to provide Data Aggregation Services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
7. **De-Identification.** Business Associate may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.
8. **Safeguards.** Business Associate shall use appropriate safeguards, consistent with applicable law including Subpart C of Title 45, Part 164, to prevent the use or disclosure of PHI and ePHI in a manner that would violate this BAA and to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered

Entity. Business Associate shall provide Covered Entity with such information concerning such safeguards as Covered Entity may reasonably request from time to time.

9. Security Incidents. Business Associate shall use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and disclosures of such PHI. In addition, Business Associate will:
 - i. implement Administrative Safeguards, Physical Safeguards and Technical Safeguards, to the extent required of Business Associates by Subpart C of Title 45, Part 164, that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity;
 - ii. report to the Covered Entity any use or disclosure of PHI not provided for by the BAA of which Business Associate becomes aware and any successful Security Incidents that result in the unauthorized access, use, disclosure, modification or destruction of Covered Entity's Electronic Protected Health Information of which Business Associate becomes aware; and
 - iii. Covered Entity acknowledges that Business Associate may be subject to any number of unsuccessful Security Incidents, such as routine scans or "pings" that do not pass Business Associate's firewall, unsuccessful log-on attempts, denial of service attacks, and any combination of the above (each an "Unsuccessful Security Incident"), as long as such Unsuccessful Security Incident does not result in unauthorized access, Use, Disclosure, destruction or modification of Electronic PHI, Business Associate and Covered Entity agree that this Addendum serves as notice of such Unsuccessful Security Incidents.
10. Breach Notification and Periodic Reports to Plan. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than ten (10) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include: (a) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404. Except for notifications to the Secretary, which must be done by Covered Entity, Business Associate agrees that to the extent the Breach is a result of Business Associate's failure to implement reasonable and appropriate safeguards as required by this BAA, Business Associate will provide the notifications required under 45 CFR 164.404 and 45 CFR 164.406 after reviewing the content of such notifications with Covered Entity, subject to any delay required by law enforcement pursuant to 45 CFR 164.412.
11. Security and Privacy Requirements. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312 and 164.314 of the Omnibus Regulations applicable to Business Associates. The Parties hereto agree that the requirements of the Omnibus Regulations relating to security and privacy that are made applicable to Covered Entities shall also be applicable to Business Associate under the BAA to the extent required by the Omnibus Regulations. Except as expressly provided herein, Business Associate has not assumed any obligations of Covered Entity under the HIPAA Rules.
12. Accounting of Uses or Disclosures. Business Associate agrees to provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to Covered Entity.
13. Access by Workforce. Business Associate agrees to require its Workforce who access PHI in performing services to adhere to the restrictions and conditions regarding PHI contained herein to the extent applicable to their job functions. Business Associate will not provide access to PHI to any Participant of its Workforce unless Business Associate has advised such Participant of Business Associate's HIPAA obligations and the consequences for violation of these obligations to the extent applicable to their job functions. Business Associate will take reasonably appropriate disciplinary action against any Participant of its Workforce that uses or discloses PHI in violation of this section, as required by applicable law or regulation.
 - i. Disclosures outside of the Workforce. Except as otherwise permitted by applicable law or in this BAA, including but not limited to Sections 5 (Business Associate's Operations), and with respect to disclosures in response to requests by Individuals who invoke their rights under HIPAA as described in this BAA, Business Associate shall not disclose PHI to any other person or entity without the written approval of Covered Entity.
 - ii. All disclosures. Any use or disclosures of PHI to Business Associate's Workforce or Contracted Third Party(ies) must be limited to the minimum necessary to achieve the purpose for the use or disclosure in accordance with, and subject to, the exceptions in 45 CFR §164.502(b).
14. Access to Records. Upon confirming the identity of an Individual (or an Individual's personal representative and right to access PHI), Business Associate will respond to an Individual's request for access to his or her PHI, or PHI to which the Individual's personal representative is authorized to access, if the request is communicated to Business Associate directly by the Individual. Despite the fact that the request is not made to the Covered Entity, Business Associate will respond to the request with respect to the PHI Business Associate and its Contracted Third Party(ies) maintain in a manner and time frame consistent with requirements specified in 45 CFR § 164.524. In addition, upon receipt of a written request (including fax or email notice) from Covered Entity, Business Associate will, unless the Covered Entity requests otherwise, respond on behalf of the Covered Entity to an Individual's request to invoke a right of access under 45 CFR § 164.524 as if the access request had been communicated to Business Associate directly by the

Individual. If Covered Entity requests that Business Associate not respond as provided in the foregoing sentence, then Business Associate will make available for inspection by the Covered Entity, or at the Covered Entity's direction, by the Individual (or Individual's personal representative), any PHI about the Individual created or received for or from Covered Entity in Business Associate's custody or control so that Covered Entity may satisfy Covered Entity's access obligations under the HIPAA Rules, and, where applicable the HITECH ACT. Business Associate will make such information available in an electronic format, where required by the HITECH Act, or otherwise make and produce copies of the information requested. Notwithstanding anything to the contrary contained in this BAA, Business Associate will only disclose PHI to individuals of Covered Entity's workforce identified by Covered Entity as individuals authorized to receive or access PHI on its behalf. Business Associate may refuse to provide PHI to any request for receipt or access to PHI on behalf of Covered Entity when that request does not come from an individual authorized to receive or access PHI on behalf of Covered Entity. In the event Covered Entity has not identified said authorized individuals, Business Associate may assume, consistent with 45 CFR §164.504(f), that those individuals managing the services provided by Business Associate are authorized to receive or access PHI on Covered Entity's behalf.

15. Amendment of PHI. To the extent Business Associate maintains a Designated Record Set on behalf of Covered Entity, and upon confirming the identity of an Individual (or an Individual's personal representative and right to access PHI), Business Associate will respond to an Individual's (or Individual's personal representative's) request to amend any PHI if the request is communicated to Business Associate directly by the Individual (or Individual's personal representative). Despite the fact that the request is not made to the Covered Entity, Business Associate will respond to the request with respect to the PHI Business Associate and its Contracted Third Party(ies) maintain in a manner and time frame consistent with requirements specified in HIPAA and 45 CFR § 164.526. In addition, upon receipt of written notice (including faxed and emailed notice) from Covered Entity, Business Associate will, unless Covered Entity requests otherwise, respond on behalf of Covered Entity to an Individual's (or Individual's personal representative's) request to amend his or her PHI as if the amendment request had been communicated to Business Associate directly by the Individual. In the event a request for an amendment of PHI conflicts with a record provided by a confident source of truth (such as a healthcare professional or doctor), Business Associate may require the Individual (or Individual's personal representative) to request an amendment to the PHI through the original source of truth, which must be communicated from said original source of truth directly to Business Associate before Business Associate can amend the PHI.
16. Government Access to Records. Business Associate agrees to make available its policies, books and records related to the use and disclosure of PHI received or created by Business Associate on behalf of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining whether Business Associate and/or Covered Entity is in compliance with HIPAA requirements.
17. Disposition of Records upon Termination. Except where Business Associate is required to retain certain PHI for a period of time to comply with applicable laws, Business Associate agrees to destroy all PHI created, maintained or received under this BAA within ninety (90) days of termination of this BAA. If such destruction of records is not feasible, or where Business Associate is required to retain certain PHI by applicable laws, Business Associate will continue to extend the protections of this BAA to such PHI and limit any further use of PHI to those purposes that require Business Associate to retain the PHI under applicable laws and/or purposes that make the destruction of the PHI infeasible. Covered Entity agrees that it is infeasible for Business Associate to destroy PHI reasonably needed to be retained by Business Associate for its own legal and risk management purposes. *provided that all of the PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on behalf of the Covered Entity, is destroyed, or if it is infeasible to destroy PHI, protections are extended to such information as set forth in Section 19 herein.*
18. Obligations of Covered Entity.
 - i. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to that notice.
 - ii. Covered Entity shall promptly provide Business Associate with any changes in, or revocation of, permission by an individual (or an individual's personal representative) to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
 - iii. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.
 - iv. Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
 - v. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except as provided herein in accordance with 45 CFR §164.504(e). Covered Entity shall disclose or provide access to Business Associate only the minimum PHI necessary for Business Associate to perform its obligations as required by the Privacy Rule and 42 U.S.C. § 17935(b).
 - vi. Covered Entity in performing its obligations and exercising its rights under this BAA shall use and disclose PHI in compliance with the HIPAA Rules.

Notwithstanding the above, where the Privacy Rule requires patient authorization, voluntary consent is not sufficient to permit a use or disclosure of PHI unless it satisfies the requirements of a valid authorization giving Covered Entity permission to use PHI for purposes other

than treatment, payment, or health care operations, or to disclose PHI to a third party specified by the individual. If required, Covered Entity acknowledges that it remains responsible for obtaining such consent, authorization or permission that may be required by law or regulation (as opposed to individual consents or authorizations that may be required from plan participants in certain circumstances) for Business Associate to provide its services on behalf of Covered Entity and that Covered Entity shall provide Business Associate with advance written notice of any restrictions or changes to Covered Entity's Notice of Privacy Practices that would limit the uses and disclosures of PHI otherwise permitted herein. Covered Entity acknowledges that Business Associate shall only be required to comply with such changes to its Notice of Privacy Practices which are known to Business Associate and to the extent required by applicable law or regulation. Covered Entity shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Covered Entity providing such list, Business Associate may assume, consistent with 45 CFR §164.504(f), that those individuals that are Participants of the Workforce of Covered Entity who request or receive PHI from Business Associate are performing plan administration activities for Covered Entity and are authorized to receive or access PHI on its behalf.

19. **General.** The respective rights and obligations of Business Associate under Section 5(c) of this BAA shall survive the termination of the BAA and the Agreement. In the event of any inconsistency between the provisions of this BAA and the Agreement, the provisions of this BAA shall control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control. This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the signature block below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Business Associate. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications and understandings (written and oral) regarding its subject matter. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this BAA shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this BAA.

IN WITNESS WHEREOF, the Parties have executed this BAA as of the latest date of execution by the Parties.

By: Covered Entity: **MOFFAT COUNTY**

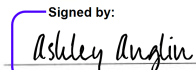
(Signature)

(Print Name)

(Title)

(Date)

By: Business Associate **PERSONIFY HEALTH, INC., PERSONIFY HEALTH SOLUTIONS, LLC, MEDCOM CARE MANAGEMENT, L.L.C. AND BENEFIT ADMINISTRATIVE SYSTEMS, LLC**

Signed by:
_____
(Signature)
4044A46BA34149C...
Ashley Anglin_____
(Print Name)
Senior Counsel_____
(Title)
8/6/2025_____
(Date)



CORE SERVICES PLAN

SECOND YEAR OF A THREE-YEAR PLAN

SFY 2024 - 2025

SFY 2025 - 2026

SFY 2026 - 2027

Moffat	COUNTY(IES):
---------------	--------------

Please complete all REQUIRED sections of the plan template and any additional sections that may pertain to your county Core Services Program. Once complete, upload a copy of this plan into Docusign to route for signatures. Completed Core Services Plans with signatures are due by August 29th, 2025.

REQUEST FOR STATE APPROVAL OF PLAN

Signatures from the Human Services County Director(s), Boards of County Commissioners, and Placement Alternatives Commission are required. ***If the Board of County Commissioners has granted signing authority to the Human Services County Director, please note that on the Board of Commissioners signature line.

This Core Services Plan is hereby submitted for Indicate county name(s) and lead county if this is a multi-county plan, for the period contract years June 1, 2025, through May 31, 2026, fiscal years July 1, 2025, through June 30, 2026.

The Plan includes the following:

- Completed "Statement of Assurances" (Required);
- ~~Completed "Core Plan II" (If Applicable);~~
- Completed "County Designed Service" for EACH Program (If Applicable);
- Completed "Core Service Availability Per Program Area" (Required);
- Completed "County Staff Funded with Core Services Program" (If Applicable);
- ~~Completed "Overhead Cost" (If Applicable); and~~
- Completed "Combined Core Budget" (Required).

This Core Services Program Plan has been developed in accordance with the Colorado Department of Human Services rules and is hereby submitted to the Colorado Department of Human Services, Division of Child Welfare for review and approval. If the enclosed proposed Core Services Program Plan is approved, the Plan will be administered in conformity with its provisions and the provisions of Code of Colorado Department of Human Services rules. If the proposed plan is not approved, Division of Child Welfare staff will advise the county of needed revisions and a subsequent re-submission by the county is required for final approval.

- The primary contact person for the Core Services Plan is Name of Primary Contact;
- The primary contact person can be reached at telephone number Primary Contact Phone Number;
- The primary contact receives e-mail at Primary Contact Email Address; and
- The primary contacts business address is Primary Contact Business Address.

In the event the primary contact person is not available, the secondary contact person is Name of Secondary Contact and they can be reached at Secondary Contact Phone Number or Secondary Contact Email Address.

CORE SERVICES STATEMENT OF ASSURANCES

Moffat County(ies) assures that, upon approval of the Core Services Program Plan the following will be adhered to in the implementation of the Program:

Core Services Assurances:

- Operation will conform to the provisions of the Plan;
- Operation will conform to state rules;
- Core Services, provided or purchased, will be accessible to children and their families who meet the eligibility criteria set forth in Rule Volume 7, at 7.303;
- Operation will not discriminate against any individual on the basis of race, sex, national origin, religion, age or mental/physical disability who applies for or receives services through the Core Services program;
- Services will recognize and support cultural and religious background and customs of children and their families;
- Out-of-state travel will not be paid for with Core Services funds;
- All forms used in the completion of the Core Services Plan will be state prescribed or state approved forms;
- Core FTE/Personal Services costs authorized for reimbursement by CDHS will be used only to provide the direct delivery of Core Services;
- The purchase of services will be in conformity with State purchase of service rules including contract form, content, and monitoring requirements;
- Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source set forth in Rule Volume 7, at 7.414, B;
- Information regarding services purchased or provided will be reported to the State Department for program, statistical, and financial purposes;
- All providers of Core Services (through the purchase of service contracts) must be registered with the Colorado Department of Regulatory Agencies (DORA). The provision of Life Skills is the only exception to this mandate;
- County staff are responsible for monitoring their Program provider payments and for ensuring the county and providers are following all statutory and regulatory requirements;
- All Core Services are made available, based on the need of each child/youth/family; and
- All contracts for services using Core Services Program funding will include all of the required language of the attached contract template.

If two or more counties propose this plan, the required signatures below are to be completed by each county, as appropriate. Please attach an additional signature page as needed.

Signature, DIRECTOR, COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	DATE
---	------

Signature, CHAIR, PLACEMENT ALTERNATIVES COMMISSION	DATE
---	------

Please check here if your county does not have a Placement Alternative Commission: ☐

Signature, CHAIR, BOARD OF COUNTY COMMISSIONERS	DATE
---	------



COUNTY DESIGNED

MOFFAT CORE SERVICES COUNTY DESIGNED SERVICE

Service Name: **Family Engagement Meetings**

1. **Is this an Evidence-Based Service (IV-E Clearance House)?** Yes
2. **What Program Area(s) is the service available through (e.g. PA3, 4, 5, or 6)?** PA3
3. **What is the name of the service or program?** County Designed Service
4. **Describe the service and components.**

Moffat County Department of Human Services (MCDHS) recognizes the importance of involving family members, their identified support systems, and professional partners also working with the family in decision making about children and youth who need protection or care. The Family Engagement program at MCDHS actively collaborates with family members and their formal and informal support systems to create and implement plans that support the safety, permanency and well-being of children and youth.

Family engagement meetings utilize the Consultation and Information Sharing Framework. Risk and Goal Statements are used to help family members and their support systems understand the Department's perspective. Additionally, family members are provided with the opportunity to create risk and goal statements from their perspective. The conversation during family engagement meetings is focused on the following areas: family strengths, danger/harm, complicating/areas of risk, and next steps. Action plans are created from the next steps category. The meeting attendees plan around issues that are identified in order to keep children in the home whenever possible or return children to the home as soon as possible.
5. **Which Core Goal will the County Designed Service meet.**
 - Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
 - Prevent out-of-home placement of the child
 - Return children in placement to their own home
 - Unite children with their permanent families
 - Provide services that protect the child
 - To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.
6. **Is this service innovative and/or otherwise unavailable in this county?** Yes
7. **Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails?** This is a direct service provided by staff members at MCDHS and contracted provider(s). The service detail is already an option in Trails.
8. **Define the eligible population to be served.** The eligible population includes children and youth between the ages of 0-18 and their families who have an open child welfare assessment or case.

9. **Define the time frame of the service.**
 - a) During child welfare assessments when a family scores “High” on the Colorado Risk Assessment (for both High Risk Assessments and Family Assessment Response).
 - b) During assessments when a safety concern has been identified and a safety plan is implemented (for both High Risk Assessments and Family Assessment Response).
 - c) At the time of a child welfare case opening (within seven business days).
 - d) Every three months during a child welfare case when a child in the family is placed in out of home care.
 - e) At least every 6 months during a child welfare case when the family remains intact.
 - f) At the time of a child welfare case closure.
 - g) Upon the request of the family and/or child welfare staff.
10. **Define the workload standard for the program.**
 - number of cases per worker: This can vary throughout the year, currently approximately 6:1 for ongoing cases and 10:1 for assessments.
 - number of workers for the program: 1 contracted provider and 2 cross trained staff.
 - worker to supervisor ratio. Currently 2:1 but when fully staffed 6:1.
11. **Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).** Employees and contracted providers are required to attend state provided training specific to family engagements meetings.
12. **Which performance indicators will be achieved by the service?** The family engagement service will help to prevent out of home placement for children and adolescents and assist in securing permanency for those in out of home placement. This is also a 2Gen approach to service delivery and engagement for children and their parents to identify a plan for them to make progress together.
13. **What is the rate of payment (e.g., \$100.00 per session/episode).** \$25,000.00 per year
14. **Can this service be funded by Medicaid or private insurance instead of Core?** No

Service Name: Parenting the Love and Logic Way

1. **Is this an Evidence-Based Service (IV-E Clearance House)?** Yes
2. **What Program Area(s) is the service available through (e.g. PA3, 4, 5, or 6)?** PA3
3. **What is the name of the service or program?** County Designed Service
4. **Describe the service and components.**

Love and Logic is dedicated to making parenting fun and rewarding, instead of stressful and chaotic. The Love and Logic program provides practical tools and techniques that help adults achieve respectful, healthy relationships with their children. The Love and Logic program is based on psychologically sound parenting and teaching philosophy.

The Love and Logic approach to parenting is built around the science of crafting caring and respectful relationships. The Love and Logic program believes an authentic, loving connection between parents and their children is the root of a healthy, thriving relationship and is built on trust and understanding.

The Love and Logic program helps parents develop strong parenting techniques and strategies to raise happy and well-behaved children with positive, loving tools. Love and Logic emphasizes respect and dignity for both the children and adults. This program provides tools to help parents set limits in a loving way, teaches consequences, and healthy decision-making.

Goal of the Parenting with Love and Logic Program: To prevent out of home placement of children and to provide parenting skills and techniques to families which will promote reunification.
5. **Which Core Goal will the County Designed Service meet?**
 - Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
 - Prevent out-of-home placement of the child
 - Provide services that protect the child
6. **Is this service innovative and/or otherwise unavailable in this county?** Yes
7. **Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails?** This program will be provided by Connection 4 Kids. The service detail is already an option in Trails.
8. **Define the eligible population to be served.** Parents of children and youth between the ages of 0-18.
9. **Define the time frame of the service.** Love and Logic is a six-week course, offered 1-2 times per year.
10. **Define the workload standard for the program.**
 - Number of cases per worker: No more than 20 per class
 - Number of workers for the program: 1 dedicated worker
11. **Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).** The program will be taught and facilitated by a Love and Logic trainer with knowledge of the official Love and Logic curriculum. The Love and Logic facilitator will seek supervision through a consultant with the Love and Logic organization.
12. **Which performance indicators will be achieved by the service?** Parental competency to maintain sound family relationships and to improve the ability of each family to resolve conflicts and disagreements.
13. **What is the rate of payment (e.g., \$100.00 per session/episode).** \$15,000.00 per year
14. **Can this service be funded by Medicaid or private insurance instead of Core?** No

CORE SERVICE AVAILABILITY PER PROGRAM AREA

SERVICE	Included in (PA3) (Prevention)	Included in (PA4) (Youth in Conflict)	Included in (PA5)	Included in (PA6) (Adoption at risk of disruption, FYIT)
Home-Based Intervention	Yes	Yes	Yes	Yes
Intensive Family Therapy	Yes	Yes	Yes	Yes
Sexual Abuse Treatment	Yes	Yes	Yes	Yes
Day Treatment	Yes	Yes	Yes	Yes
Life Skills	Yes	Yes	Yes	Yes
County-Designed Service (Optional)	Yes	Yes	Yes	Yes
SEA - (Special Economic Assistance)	Yes	Yes	Yes	Yes
Aftercare Services	Yes	Yes	Yes	Yes
Mental Health Services	Yes	Yes	Yes	Yes
Substance Abuse Treatment	Yes	Yes	Yes	Yes



COUNTY STAFF FUNDED BY THE CORE SERVICES PROGRAM (IF APPLICABLE)

County(ies): MOFFAT

How many county staff are funded using your county's Core Services Allocation? 3

Position	Total Number of FTEs	Program Area
<i>Example: Family Engagement</i>	.50	PA3, PA5, PA6
County Design: FEM Facilitator	1	PA3, PA5, PA6
Life Skills Caseworker	.45	PA3, PA5, PA6
Life Skills Supervisor	.15	PA3, PA5, PA6
Family Preservation Caseworker	.50	PA3, PA5, PA6
Family Preservation Supervisor	.20	PA3, PA5, PA6
Prevention Services Caseworker	.50	PA3
Prevention Services Supervisor	.20	PA3
Total number of county staff funded through Core:	3	

COMBINED BUDGET / CORE SERVICES PROGRAM

County(ies):			
CFMS Function Code (N/A if not applicable):	Service Name:	80/20 Allocation Percentage	100% Allocation Percentage
N/A	Home-Based Intervention	50	
N/A	Life Skills	50	
N/A	County-Designed Services		15
N/A	Mental Health Services		75
N/A	Substance Abuse Treatment		10
Totals:		100%	100%



July 22, 2025

The Honorable Members of the United States Congress
Washington, D.C. 20515

RE: Urgent Support Needed – Energy Worker Penalty Waiver Act

Dear Members of Congress,

On behalf of Moffat County, we write to express our strong support for the Energy Worker Penalty Waiver Act and urge immediate congressional action.

Unit 1 of Craig Station, our coal-fired power plant, is closing this year, resulting in the loss of approximately 150 high-paying jobs in one of the most rural regions in the state. Units 2 and 3 will follow by 2028, and with them, the remaining workforce and the economic foundation of our community. Colowyo Mine is already in active reclamation, and Trapper Mine—whose sole purpose is to serve Craig Station—is preparing for closure as well.

These closures are the result of state-level policy decisions. Our community did not ask for this coal transition, but we are forced to make the sacrifice, nonetheless. And the cost is steep; over 800 direct jobs lost. Thousands more indirectly impacted. Nearly 47% of Moffat County's GDP—gone.

In rural places like ours, there are few comparable job opportunities. Families who lose their jobs face the impossible choice of uprooting their lives or falling into financial crisis. As they turn to their retirement savings to stay afloat, they are penalized—hit with a 10% early withdrawal fee and full income taxation on the funds they spent years earning. That penalty was never intended for situations like this. It was meant to prevent elective early withdrawals—not to punish workers caught in the crosshairs of state-mandated closures.

We cannot afford to lose these families. When population declines in rural areas, so do school enrollments, hospital services, emergency response capacity, and tax revenues. Without targeted intervention, these closures could permanently cripple our communities.

That's why the Energy Worker Penalty Waiver Act matters. It would:

- Waive the 10% early withdrawal penalty for displaced coal workers;
- Exclude those withdrawals from taxable income;
- Allow use of funds for housing costs, basic living expenses, job retraining, or starting a small business—tools that help families remain in their communities and rebuild locally.

This proposal does not create a new program or subsidy. It is a modest, targeted fix with minimal fiscal impact. But for us, it could mean everything. It could be the lifeline that helps families stay in their homes, schools remain open, and rural communities survive the economic blow of transition.

Our workers have powered this country for generations. Now, through no fault of their own, they're bearing the brunt of its transition. We're simply asking for the chance to help them stay on their feet—with the money they've already earned.

Please support the Energy Worker Penalty Waiver Act and stand with the rural communities that are sacrificing so much.

Sincerely,



Melody Villard

Moffat County Board of County Commissioners, Chair



Date: August 4, 2025

To: Michael Woodbridge, District Ranger

Cc: Todd Schmutz, Recreation Program Manager

Subject: Notice of non-renewal of Special Use Permits for Sherman Youth Camp and Freeman Campground Permit

Moffat County hereby provides formal notice that due to the unworkable terms in the Forest Service's standardized Special Use Permit, the County will not be renewing the Sherman Youth Camp permit, nor do we intend to renew the Freeman Reservoir Campground agreement after its expiration 5 months from now, December 31, 2025.

Moffat County has diligently and earnestly worked for 2 years with your recreation planning staff to renew the Sherman Youth Camp Permit, which had been expired for more than 5 years prior to the Forest Service choosing to commit the time to renew it. The process has been frustrating and fraught with delays that has taken two years for the Forest Service to formally offer a Sherman Youth Camp Special Use Permit to Moffat County. From the onset of this process, Moffat County was transparent, expressing that we could not meet the Forest Service requirement for the County staff that oversee Sherman Youth Camp, to *"be within the permit area at all times when the facilities are open to the public."* Twenty years of operation and care of the remote seasonal camp has shown the facility requires intermittent attendance, often only requiring a few hours of service per week.

Despite our 2 year-long request to change this term, only the Annual Operating Plan was modified to address this concern. However, the overriding document, the Special Use Permit, continues to carry this unattainable directive. In addition, the Moffat County attorney offered a handful of small, but mutually beneficial amendments to the Special Use Permit. While the Forest Service did acknowledge agreement with all of the County's suggestions in their last email correspondence, the concluding position of the Forest Service was *"Given current agency priorities-particularly in Timber, Minerals, and Fire/Fuels-the U.S. Forest Service cannot guarantee a timely review or approval of such changes."*

While we will give the Forest Service planning staff credit for being helpful to amend supporting documents, the key overarching document, with a 20-year term, seems locked in stone and places unreasonable obligations on the County. Therefore, Moffat County will not be renewing operations at Sherman Youth Camp nor the Freeman Reservoir campground.

Should you wish to discuss this matter further, feel free to contact any of the undersigned Moffat County Commissioners, or our Natural Resources Director, Jeff Comstock.

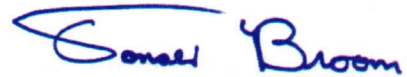
Sincerely,



Melody Villard, Chair
Moffat County Commissioner



Tony Bohrer, District 1
Moffat County Commissioner



Donald Broom, District 3
Moffat County Commissioner

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 2025-76

Resolution Approving an Establishment Agreement Creating the Moffat Economic Development Authority; the Investment Policy of the Authority; the Appointment of Board Members of the Authority; and Other Matters Related Thereto.

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., cities and counties of the State may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to Section 29-1-203.5, C.R.S., cities and counties may contract with one another to establish a separate legal entity as a political subdivision and public corporation of the State for the joint exercise of any function, service, or facility lawfully authorized to each; and

WHEREAS, the City of Craig (the “City”) and Moffat County (the “County”), both municipal corporations and political subdivisions of the State of Colorado (the “State”), have entered into an Unopposed Comprehensive Settlement Agreement dated as of June 27, 2024 (the “Settlement Agreement”), with Tri-State Generation and Transmission Association, Inc. and other parties, under which the City and the County are to receive certain funds (the “Settlement Funds”) as compensation for the economic impact on the area and residents of the City and the County caused by the closure of a coal-fired power generation facility and local mines; and

WHEREAS, the City, the County, or the Authority (as defined below) may from time to time receive funds from others (“Other Parties”) and may from time to time determine that such funds received from Other Parties are to be dedicated to the economic development programs described herein (“Other Funds”); and

WHEREAS, the City and the County wish to enter into an establishment agreement (the “Establishment Agreement”) to create the Moffat Economic Development Authority (the “Authority”) that will receive, hold, and invest the Settlement Funds and the Other Funds and use the earnings thereof to implement economic development programs to benefit the citizens of the City and the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY AS FOLLOWS:

- 1) **Finding of Necessity**. The Board of County Commissioners (the “Board”) hereby finds that the creation of the Authority is necessary to promote the welfare of the County and its inhabitants, and it is in the best interests of the inhabitants of the County that the Authority be created and authorized to receive the Settlement Funds and exercise all the powers included in the Establishment Agreement.

- 2) **Approval of Establishment Agreement.** The Establishment Agreement creating the Authority, in the form presented herewith, is hereby approved. The Chair of the Board is hereby authorized to execute the Establishment Agreement in the name of the County.
- 3) **Approval of Investment Policy of the Authority.** Pursuant to the Establishment Agreement, the Investment Policy of the Authority (the "Investment Policy"), in the form presented herewith, is hereby approved. The Board of Directors of the Authority (the "Authority Board") may rely on this authorization to approve and implement the Investment Policy during its first meeting after the formation of the Authority.
- 4) **General Authorization.** The Board hereby authorizes, empowers, and directs each of the officers and employees of the County and its counsel to execute, carry out or cause to be carried out, and to perform such obligations of the County and such other actions as they, in consultation with the advisors to the County in connection with the formation of the Authority, shall consider necessary or advisable in connection with this Resolution, including but not limited to the obligations of the County contained in the Establishment Agreement.
- 5) **Appointment of Authority Board Members.** The Board intends to appoint the two initial Board Members of the Authority Board that will represent the interests of the County during its meeting scheduled for August 26, 2025.

(Remainder of Page Left Intentionally Blank)

PASSED and ADOPTED this 12th day of August 2025.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Melody Villard, Chair of the Board

Tony Bohrer, Commissioner

Donald Broom, Commissioner

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 12th day of August 2025.

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

MOFFAT ECONOMIC DEVELOPMENT AUTHORITY

ESTABLISHMENT AGREEMENT

BY AND BETWEEN

CITY OF CRAIG, COLORADO

AND

MOFFAT COUNTY, COLORADO

DATED AND EFFECTIVE:

AUGUST 12, 2025

TABLE OF CONTENTS

ARTICLE I GENERAL PROVISIONS	2
1.1 Interpretation	2
1.2 Effective Date; Perpetual Existence of Authority	2
1.3 Guiding Principles	3
1.4 Incorporation of Recitals	3
ARTICLE II DEFINITIONS	3
2.1 Definitions	3
ARTICLE III ESTABLISHMENT OF AUTHORITY	6
3.1 Establishment of Authority	6
3.2 Purpose	6
3.3 Authority Board	6
3.4 Officers	9
3.5 Committees	10
3.6 Powers; Reserved Powers	10
3.7 No Private Inurement	12
ARTICLE IV ADMINISTRATIVE SERVICES	12
4.1 Administrative Services	12
ARTICLE V COMMUNITY ECONOMIC DEVELOPMENT FUND; INVESTMENT POLICY	13
5.1 Community Economic Development Fund	13
5.2 Investment Policy	14
ARTICLE VI ECONOMIC DEVELOPMENT INCENTIVES	14
6.1 Economic Development Policy	14
6.2 Disbursements	14
ARTICLE VII BUDGETS; APPROPRIATION AND ANNUAL REPORTS	14
7.1 Adoption	14
7.2 Intergovernmental Budget Committee	15
7.3 Amendment of Final Budget	15
7.4 Annual Reports	15

ARTICLE VIII SPECIAL PROVISIONS.....	16
8.1 Rights of the Authority	16
8.2 Funding of Administrative Costs	16
8.3 Use of Permanent Account for Economic Development Incentives	16
ARTICLE IX REPRESENTATIONS AND WARRANTIES	17
9.1 General Representations	17
ARTICLE X DEFAULTS, REMEDIES, AND ENFORCEMENT.....	17
10.1 Events of Default	17
10.2 Remedies on Occurrence of Events of Default.....	17
10.3 General.....	18
ARTICLE XI INSURANCE	18
11.1 Authority Insurance	18
11.2 Workers’ Compensation	18
11.3 Certificates	18
ARTICLE XII MISCELLANEOUS	18
12.1 Relationship of Parties	18
12.2 Modification.....	18
12.3 Governing Law; Venue.....	18
12.4 Enforceability.....	19
12.5 Disposition of Property of Authority	19
12.6 Time is of the Essence	19
12.7 Notices	19
12.8 Party Records	20
12.9 Further Assurances.....	20
12.10 Entire Agreement.....	20
12.11 Non-liability of Authority Directors, Members, and Employees	20

APPENDIX A – GUIDING PRINCIPLES

MOFFAT ECONOMIC DEVELOPMENT AUTHORITY ESTABLISHMENT AGREEMENT

THIS MOFFAT ECONOMIC DEVELOPMENT AUTHORITY ESTABLISHMENT AGREEMENT (this “**Establishment Agreement**”) is made and entered into this 12th day of August, 2025 (the “**Effective Date**”) by and between the **CITY OF CRAIG** (the “**City**”) and **MOFFAT COUNTY** (the “**County**”) (collectively, the “**Parties**”), both being municipal corporations and political subdivisions of the State of Colorado (the “**State**”).

RECITALS

A. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., cities and counties of the State may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs.

B. Pursuant to Section 29-1-203.5, C.R.S., cities and counties may contract with one another to establish a separate legal entity as a political subdivision and public corporation of the State for the joint exercise of any function, service, or facility lawfully authorized to each.

C. The Parties have entered into an Unopposed Comprehensive Settlement Agreement dated as of June 27, 2024 (the “**Settlement Agreement**”), with Tri-State Generation and Transmission Association, Inc., Highline Electric Association, Poudre Valley Rural Electric Association, Inc., Y-W Electric Association, Inc., Interwest Energy Alliance, Trial Staff of the Colorado Public Utilities Commission, the Office of the Utility Consumer Advocate, the Colorado Energy Office, the Office of Just Transition, the Colorado Solar and Storage Association, the Solar Energy Industries Association, the Colorado Independent Energy Association, Sierra Club, the Natural Resources Defense Council, and Western Resource Advocates (each a “**Settling Party**,” and collectively the “**Settling Parties**”) and filed with the Public Utilities Commission of the State as part of proceeding No. 23A-0585E.

D. Under the terms of the Settlement Agreement, the Parties are to receive from time to time certain funds from the Settling Parties (the “**Settlement Funds**”) as compensation for the economic impact on the area and residents of the City and the County (the “**Community**”) caused by the closure of a coal-fired power generation facility and local mines (the “**Decommissioned Facilities**”).

E. The Parties, or the Authority, may from time to time receive funds from others (“**Other Parties**”) by way of gifts, grants, donations, bequests, settlement proceeds or otherwise, and may from time to time determine that such funds received from Other Parties are to be dedicated to Economic Development Incentives, as defined below (“**Other Funds**”).

F. The Parties wish to receive, hold, and invest the Settlement Funds and Other Funds, and to use the Earnings (as defined herein) to fund programs (which may include grants, loans and other lawful use of the Earnings as determined by the Authority Board from time to time) to encourage businesses and individuals to create new Primary Jobs (as defined herein) and increase the property tax base in the County to offset the employment and county property tax losses from the closure of the Decommissioned Facilities (the “**Economic Development Incentives**”).

G. The Parties agree that the coordinated investment of the Settlement Funds and Other Funds and the creation, management, and deployment of the Economic Development Incentives will promote the health, safety, prosperity, security, and general welfare of the Community and will benefit the residents of the Community and will carry out the purposes and intent of the Settlement Agreement and the Guiding Principles.

H. The Parties desire to establish the Moffat Economic Development Authority (the “**Authority**”), which shall receive, hold, invest and apply the Fund (as defined herein) to create, manage, and deploy Economic Development Incentives.

I. The Parties have approved certain guiding principles dated as of January 27, 2025, which are attached hereto as Exhibit A (as the same may be amended from time to time by agreement of the Parties, the “**Guiding Principles**”) establishing the basic principles that will regulate the Authority’s operations and its investment, management, and deployment of the Fund.

J. The Parties intend by entering into this Establishment Agreement that the Authority hereby created be a body corporate and political subdivision for federal income tax purposes and for state law purposes, with the duties and immunities set forth in part 1 of Article 10, Title 24, C.R.S., as amended.

K. The Parties desire to set forth their agreement regarding the creation of the Authority and the implementation of guidelines and objectives set forth in the Guiding Principles.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants in this Establishment Agreement, the Parties agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Interpretation. This Establishment Agreement shall be subject to the following rules of interpretation:

(a) The terms “herein”, hereunder”, “hereby”, “hereto”, “hereof”, and any similar terms, refer to this Establishment Agreement as a whole, including all exhibits, addenda, and amendments, and not to any particular article, section, or subdivision of this Establishment Agreement unless otherwise specifically stated to the contrary.

(b) All definitions and terms shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in the Recitals and, to the extent they are not defined somewhere else in this Establishment Agreement, in Section 2.1 hereof.

(c) The captions or headings of this Establishment Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Establishment Agreement.

1.2 Effective Date; Perpetual Existence of Authority. This Establishment Agreement shall be effective as of the Effective Date. It is the intent of the Parties that the Authority shall have perpetual existence.

1.3 Guiding Principles. The Parties agree that this Establishment Agreement is to be interpreted in a manner consistent with the statements of intention set forth in the Guiding Principles.

1.4 Incorporation of Recitals. The Recitals set forth above are incorporated into the body of this Establishment Agreement by this reference.

ARTICLE II DEFINITIONS

2.1 Definitions. As used in this Establishment Agreement, unless the context indicates otherwise, the words and terms defined below and capitalized throughout the text of this Establishment Agreement shall have the meanings set forth below.

“Administrative Costs” shall mean the costs incurred by the Authority for the purpose of providing Administrative Services.

“Administrative Services” shall mean the administration and operation of the Authority, including, but not limited to, compliance with this Establishment Agreement and applicable laws and obtaining governmental approvals, establishing, maintaining and implementing Economic Development Incentives, establishing, maintaining and administering the Fund (and the Accounts and subaccounts therein), noticing, conducting and reporting of meetings, and all other administrative, legal, financial, accounting, auditing, investment advisory, office and information technology services (including hardware, software and subscriptions), maintenance of insurance, travel, and other operational requirements of the Authority, whether such services are provided by the Authority directly or by a third-party provider engaged by the Authority.

“Alternative Member” shall mean a Board Member appointed pursuant to Section 3.3(a)(iii) of this Establishment Agreement.

“Annual Report” shall mean the report prepared by the Authority pursuant to Section 7.4 of this Establishment Agreement.

“Authority” shall mean the Moffat Economic Development Authority, established pursuant to this Establishment Agreement.

“Authority Board” shall mean the Board of Directors of the Authority.

“Board Meeting” shall mean a regular or special meeting of the Authority Board convened pursuant to Section 3.4(e) herein.

“Board Members” shall mean members of the Authority Board appointed pursuant to Section 3.3 of this Establishment Agreement.

“Budget Committee” shall have the meaning assigned to it in Section 7.2 hereof

“Bylaws” shall mean any bylaws adopted by the Authority Board, as the same may be amended from time to time. In the absence of any bylaw(s) adopted by the Authority

Board or addressing a particular circumstance or interpretation of bylaws adopted by the Authority Board, the Authority Board and any committees established by the Authority Board shall refer to Robert's Rules of Order.

"City" shall mean the City of Craig, Colorado.

"Community" shall have the meaning set forth in the Recitals to this Establishment Agreement.

"Conciliation Budget" shall have the meaning assigned to it in Section 7.2 hereof.

"CORA" shall mean the Title 24, Article 72 C.R.S, also known as the Colorado Open Records Act, as it may be amended from time to time

"County" shall mean Moffat County, Colorado.

"C.R.S." shall mean the Colorado Revised Statutes as such statutes are amended from time to time. In the event of a repeal of a statute cited herein, the procedure contained in the statute immediately prior to repeal shall apply; provided, however, that if such repealed statute is replaced by another statute, then the new statute shall apply.

"Earnings" shall mean the interest, capital gains, and any other increase in the value of amounts on hand in the Fund above the aggregate principal amount of Settlement Funds and Other Funds deposited into, and not withdrawn from, the Permanent Account.

"Economic Development Incentives" shall have the meaning set forth in the Recitals to this Establishment Agreement.

"Economic Development Policy" shall mean the economic development policy approved by the Authority pursuant to Section 6.1, as amended from time to time.

"Economic Development Project" shall mean a project of a business or individual (which may include either or both of the Parties) for which Economic Development Incentives may be provided in exchange of certain job creation or economic development and/or other economic development targets from time to time deemed by the Authority Board to be in furtherance of the Guiding Principles and this Establishment Agreement. For the avoidance of doubt, an Economic Development Project shall not include any funding of operational expenses of the Parties.

"Establishment Agreement" shall mean this Moffat Economic Development Authority Establishment Agreement and any exhibits, addenda, and amendments hereto made in accordance herewith.

"Event of Default" shall mean any one or more of the events or the existence of one or more of the conditions set forth in Section 10.1 hereof.

"Fees" shall mean any type of charge by the Authority to any business or individual requesting or benefiting from Economic Development Incentives, including, without

limitation, application fees, review fees, fees for legal, accounting and other professional fees, fees and charges relating to any third-party reports, and any other fees, charges or expenses incurred by the Authority (which may include, as deemed advisable, an allocated portion of Administrative Costs) in connection with its consideration or deployment of Economic Development Incentives.

“Final Budget” shall mean the final budget in any Fiscal Year (including such budget as it may be amended within the Fiscal Year), as established and approved by the Authority Board and a Supermajority Approval of the Parties in accordance with Article VII hereof.

“Fiscal Year” shall mean the fiscal year of the Authority, which shall begin on January 1 and end on December 31 of each year.

“Formation Period” shall mean the period starting on the Effective Date and ending on the first date the Funding Account reaches a balance of one million dollars after excluding all the amounts required to pay the Administrative Costs of the Authority for the applicable Fiscal Year, including those costs budgeted but not yet incurred.

“Fund” shall mean the account established under Section 5.1 of this Establishment Agreement, in which there is established the Permanent Account and the Funding Account.

“Funding Account” shall mean the Account within the Fund established under Section 5.1 of this Establishment Agreement.

“Governing Body” or “Governing Bodies” shall mean, (i) when applied to the Authority, the Authority Board, (ii) when applied to the City, the City Council of the City, (iii) when applied to the County, the Board of County Commissioners of the County, (iii) when applied to the School District, the Board of Education of the School District.

“Initial Deposit” shall mean a transfer of \$5,000 from each of the Parties, to the Authority to be deposited in the Funding Account to cover initial Administrative Costs.

“Investment Advisor” shall mean a qualified municipal advisor selected and engaged by the Authority for the purpose of advising the Authority as to the prudent and lawful investment of the Fund in accordance with the Investment Policy and applicable law for the purposes of carrying out this Establishment Agreement.

“Investment Policy” shall mean the investment policy approved by the Authority Board pursuant to Section 5.2, as this may be amended from time to time.

“Parties” shall mean the City and the County; and “Party” shall mean the City or the County.

“Permanent Account” shall mean the Account within the Fund established under Section 5.1 of this Establishment Agreement.

“Preliminary Budget” shall have the meaning assigned to it in Section 7.1 hereof.

“Presentation Budget” shall have the meaning assigned to it in Section 7.1 hereof.

“Primary Job” shall mean 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.

“School District” shall mean Moffat County School District RE 1, in the State of Colorado.

“Sunshine Law” shall mean Title 24, Article 6, Part 4, C.R.S., as amended.

“Supermajority Approval of the Parties” means: (a) the approval of two (2) or more of the three (3) members of the Governing Body of the County, and (b) the approval of five (5) or more of the seven (7) members of the Governing Body of the City.

ARTICLE III ESTABLISHMENT OF AUTHORITY

3.1 Establishment of Authority. The Authority is organized as a separate legal entity and a political subdivision and public corporation of the State of Colorado pursuant to the power of Article XIV of the Colorado Constitution and in conformity with the provisions of Sections 29-1- 203 and 203.5, C.R.S.

3.2 Purpose. The purpose of the Authority is the indefinite preservation of the Settlement Funds and Other Funds, the development of a framework for Economic Development Incentives, and the deployment of Economic Development Incentives to benefit of the Community. By the establishment of the Authority, the Parties will be able to achieve efficiencies in coordinating the investment of the Settlement Funds and Other Funds and the deployment of the Earnings and other available moneys to promote the creation of new Primary Jobs in the Community and the increase in the property tax base of the County.

3.3 Authority Board.

(a) Membership. The Authority shall be governed by the Authority Board consisting of five (5) Board Members, established as follows:

(i) Initial Board. The initial Board Members of the Authority shall be as follows: (A) two (2) Board Members shall be appointed by the County pursuant to the resolution of the Governing Body of the County authorizing the execution of this Establishment Agreement, one of which Board Members shall have an initial one-year term, and the other of which shall have a three-year term; (B) two (2) Board Members shall be appointed by the City pursuant to the resolution of the Governing Body of the City authorizing the execution of this Establishment Agreement, one of which shall have an initial one-year term, and the other of which shall have an initial three-year term; and (C) one (1) Board Member shall be appointed by the School District pursuant to a resolution of the School District; provided if the School District declines or fails to appoint a Board Member within 60 days following the Effective Date of this Establishment Agreement, the remaining Board Members, with Supermajority Approval of the Parties, may

appoint a Board Member to fill such Authority Board position for the initial two-year term.

(ii) Subsequent Board Members. Following the expiration of the terms of office of the initial Board Members (or upon any resignation or vacancy of such Authority Board Positions), subsequent Board Members shall be appointed as follows:

(1) Two (2) Board Members Appointed by County. The County shall by resolution of its Governing Body appoint its two (2) Board Members to the Authority Board. One of such Board Members may be a seated County Commissioner or any resident of the Community appointed by the County Commission. The other Board Member must be a resident of the Community appointed by the County Commission. Any resident of the Community appointed by the Governing Body of the County to be a Board Member shall be selected following County procedures.

(2) Two (2) Board Members Appointed by City. The City shall by resolution of its Governing Body appoint its two (2) Board Members to the Authority Board. One of such Board Members may be a seated member of the City Council or any resident of the Community appointed by the City Council. The other Board Member must be a resident of the Community appointed by the City Council. Any subsequent resident of the Community appointed by the City Council to be a Board Member shall be selected following City procedures.

(3) One (1) Board Member Appointed by School District. At least 30 days prior to the expiration of each term of a Board Member appointed pursuant by the School District (including the initial Board Member appointed pursuant to Section 3.3(a)(i)), the School District may appoint one (1) Board Member to the Authority Board by resolution of its Governing Body. Such Board Member may be a seated member of the Board of Education of the School District or any resident of the Community appointed by the Board of Education of the School District in accordance with School District procedures. In the event that the School District fails to appoint a Board Member and notify the Authority in writing of such appointment (including name and contact information) within 30 days after the expiration, resignation or vacancy of the term of any Board Member appointed by the School District, as applicable), the Authority Board may, with Supermajority Approval of the Parties, appoint an alternative Board Member (the "Alternative Member"). Such Alternative Member may be a seated member of the City Council, a seated County Commissioner, a member of the Board of Education of the School District or any resident of the Community. The term of an Alternative Member on the Authority Board shall extend through the end of the otherwise-applicable term of the Board Member which would have been appointed by the School District. At the end of such term, the School District shall once again have the right to

appoint a Board Member for the following term in accordance with and subject to this Section 3.3(a)(ii)(3).

(b) Eligibility. Each Board Member must be a legal resident and registered voter of the Community. The Parties shall endeavor to, but shall not be required to, seek participation on the Authority Board from Members of the Community which are representatives of financial institutions (such as an experienced employee or a board member of a bank, investment bank, or other financial enterprise).

(c) Notification. Each Party shall provide the Authority Board with written documentation evidencing the appointment of its appointed Board Member, together with the name and contact information for each appointed Board Member.

(d) Vacancies. In the event of a vacancy on the Authority Board, whether by expiration of term, resignation, death, disqualification, or any other reason, the applicable Party (or the School District, as applicable) shall appoint a successor Board Member within 30 days of such vacancy.

(e) Term. Each Board Member's term on the Authority Board shall be three (3) years. Initial Board Members shall have staggered terms as provided in Section 3.3(a)(i). There shall be no limit on the number of consecutive terms a Board Member may serve on the Authority Board.

(f) Compensation. Board Members may not receive compensation from the Authority for their service as a Board Member. However, Board Members may be reimbursed by the Authority for any reasonable expenses incurred while performing their duties and any required activity as Board Members. The Authority Board shall adopt an expense reimbursement policy implementing this provision before any compensation is paid to any Board Member.

(g) Meetings.

(i) Regular meetings of the Authority Board shall be held at such place, on such date, and at such time as the Authority Board shall, by resolution or motion, establish from time to time. All meetings shall be subject to the Sunshine Act.

(ii) At least four meetings of the Authority Board, one for each calendar quarter, shall be held annually.

(iii) At least once each quarter, the agenda for meetings of the Authority Board shall include opportunity for public comment.

(iv) Special meetings of the Authority Board may be held at such place, on such day, and at such hour as the Authority Board may determine in accordance to its Bylaws.

(v) Notices of all meetings of the Authority Board shall meet the same requirements as the notices of meetings held by the governing bodies of the Parties.

(vi) Action of the Authority Board shall be taken at a duly noticed regular or special meeting.

(h) Quorum. A Quorum is established by three (3) Board Members being present at a meeting of the Authority Board. Board Members may be present via electronic means as authorized by law. If less than three (3) Board Members are present at a meeting of the Authority Board, the Secretary or other officer may continue the Meeting to a different time and place, and in such case the Secretary shall notify absent Board Members of the time and place of such continued Meeting.

(i) Voting.

(i) Each serving Board Member shall have one vote.

(ii) Voting by proxy is prohibited.

(iii) In the event a vacancy is not filled as described herein, that Board Member's vote, which was caused by such vacancy, shall be waived on any matter coming before the Authority Board and the related voting requirement, if any, shall be reduced, until such time as the vacancy is filled. No meeting shall be held with less than three (3) Board Members being present, vacancies notwithstanding.

(j) Conflict Disclosures. All Board Members shall disclose conflicts of interest as required of officers or board members of the Parties in accordance with applicable State law, as the same may be amended from time to time. Board Members who are interested (either personally, or through employment or board service on other interested organizations) in a specific Economic Development Project must disclose such interests to the Authority Board and may not vote on any matter affecting such Economic Development Project.

(k) Oath. Each Board Member shall take an oath of office in accordance with the applicable laws of the State.

3.4 Officers. The officers of the Authority shall be a President, a Vice-President and a Secretary-Treasurer (individually, an “**Officer**”, and collectively, the “**Officers**”). The Authority Board may from time to time establish additional temporary or permanent Officers of the Authority by resolution of the Authority Board. Each Officer shall be a Board Member, and shall be approved by a majority vote of the Authority Board. Officers shall serve terms in office of one (1) year, coextensive with the Fiscal Year of the Authority. Officers may be re-elected by the Authority Board to the same or different Officer position, and there shall be no limit on the number of consecutive terms an Officer may hold any office. In addition to the duties designated by the Authority Board, the duties of the Officers shall include:

(a) The President shall preside at all meetings of the Authority Board and, except as otherwise delegated by the Authority Board or provided in this Establishment Agreement, shall execute all legal instruments of the Authority.

(b) The Vice-President shall, in the absence of the President, or in the event of the President's conflict or inability or refusal to act, perform the duties of the President and shall have all the powers of and be subject to all restrictions upon the President.

(c) The Secretary-Treasurer shall maintain the official records of the Authority, including the minutes of meetings of the Authority Board, and a register of the names and addresses of the Parties, Board Members, and Officers, and shall issue notice of meetings, attest and affix the corporate seal, as applicable, to all documents of the Authority, and perform such other duties as the Authority Board may prescribe from time to time. The Secretary-Treasurer also shall serve as financial officer of the Authority.

(d) Other Officers, if any, shall have the duties provided in the resolution of the Authority Board creating the office of such Officer.

3.5 Committees. The Authority Board may establish such committees as the Authority Board deems necessary or appropriate for the purposes of carrying out the purposes and intent of this Establishment Agreement. The purposes of such committees, whether they are standing or ad hoc committees, the eligibility for membership on such committees, shall be set forth in the Bylaws and/or may be established by resolution of the Authority Board. Committees shall not have the authority to act on behalf of the Authority Board or the Authority, but shall report findings and recommendations to the Authority Board for consideration in accordance with this Establishment Agreement, the Bylaws and (if applicable) the specific resolution implementing such committee.

3.6 Powers; Reserved Powers. In general, the Authority shall have the power to exercise all powers which are now or may in the future be conferred by law upon a political subdivision and public corporation organized pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., or essential to the provision of its functions, services, and facilities, subject to such limitations as are or may be prescribed by law or in this Establishment Agreement. In accordance with Subsection 29-1-203.5(2)(a), C.R.S., the Authority is expressly authorized to exercise any general power of a special district specified in Part 10 of Article 1, Title 32, C.R.S., so long as each of the Parties may lawfully exercise the power; provided, however, that pursuant to Subsection 29-1-203.5(2)(b), C.R.S., the Authority may not levy a tax or exercise a power of eminent domain. The Authority is further authorized to exercise the powers established in Subsection 29-1-203.5(3), C.R.S. To the extent permitted by law and subject to the limitations set forth in this Establishment Agreement, the powers and duties of the Authority Board, which shall be exercised by approval of a majority of the present and voting Board Members, unless otherwise specified in this Establishment Agreement, include, without limitation, the following:

(a) To establish such Bylaws, rules, regulations, procedures, and policies as may be reasonably necessary for the administration of the Authority, manage and invest the Settlement Funds and Other Funds, and create, deploy, and manage the Economic Development Incentives.

(b) To provide for and design, manage, and finance the Economic Development Incentives according to the procedures set forth in this Establishment Agreement and any policies approved by the Authority in relation thereto.

(c) To cooperate with other governmental entities with respect to the Economic Development Incentives and the Settlement Funds and Other Funds.

(d) To receive and invest the Settlement Funds and Other Funds, as these may be distributed from time to time by the Settling Parties and the Other Parties (as applicable), and any other contributions provided by public or private entities to be used for the provision of Economic Development Incentives.

(e) To determine the Final Budget for the Authority and submit the same to the Parties for Supermajority Approval of the Parties.

(f) To enforce the terms of any contract entered to as part of an Economic Development Project, including, as applicable, the recovery of any Economic Development Incentives from the recipient thereof.

(g) To conduct the businesses and affairs of the Authority in the best interests of, and for the benefit of, the Community and its residents.

(h) To enter into, make, and perform contracts of every kind with the Parties, including the agreements attached to this Establishment Agreement, the United States, any state or political subdivision thereof, or any county, city, town, municipality, city and county, any special district formed pursuant to Title 32, C.R.S., or any predecessor thereof, authority, or any person or individual, firm, association, partnership, corporation, or any other organization of any kind with the capacity to contract for any of the purposes contemplated under this Establishment Agreement.

(i) To establish, charge and collect Fees.

(j) To employ agents and employees, and engage accountants, attorneys, engineers, and other consultants and to appoint officers of the Authority.

(k) To sue and be sued in the name of the Authority.

(l) To have and use a corporate seal.

(m) To generate an Annual Report directed to the Parties and the Community informing on the performance of the investment of the Fund and the Accounts therein, the progress of plans for and deployment of Economic Development Incentives, and the impact on the Community of Economic Development Projects, as described in Section 7.4.

(n) To keep minutes of the Authority Board's meetings.

(o) To ensure compliance with all Colorado statutes that apply to the Authority, including the provisions of Parts 1 (Local Government Budget Law of Colorado), 5 (Local Government Uniform Accounting Law), and 6 (Local Government Audit Law) of Article 1, Title 29, C.R.S., the Sunshine Law and CORA.

(p) To enter into agreements with loan servicers to manage a portion or all the loans provided by the Authority to Economic Development Projects.

Provided, however, that the Authority Board may not take any of the following actions without a Supermajority Approval of the Parties:

- (i) Approval of Investment Policy (and any modifications thereto);
- (ii) Adoption of Final Budget;
- (iii) Approval of any Economic Development Project requiring the disbursement of funds from the Funding Account during the Formation Period; and
- (iv) Approval of any Economic Development Project requiring the lending or temporary deployment of any portion of the Permanent Account in accordance with Section 8.2 hereof.

3.7 No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Authority shall be authorized and empowered: (a) to deploy Economic Development Incentives, and (b) to make reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

ARTICLE IV ADMINISTRATIVE SERVICES

4.1 Administrative Services. The Authority, by and through the appropriate Officers, employees, or agents, shall perform the following administrative services:

- (a) Serving as the “official custodian” and repository for the Authority’s records, files space, incidental office supplies and photocopying, meeting, and reception services.
- (b) Coordination of all Board meetings, to include: preparation and distribution of agenda and information packets; preparation and distribution of meeting minutes; preparation, filing, and posting of legal notices required in conjunction with the meeting; and other details incidental to meeting preparation and follow-up.
- (c) Ongoing maintenance of an accessible, secure, organized, and complete filing system for the Authority’s official records.
- (d) Monthly preparation of checks and other disbursements and coordination of postings.
- (e) Periodic coordination for financial report preparation and review of financial reports.
- (f) Insurance administration, including evaluating risks, comparing coverage, processing claims, completing applications, monitoring expiration dates, processing

routine written and telephone correspondence, etc. Ensure that all contractors and subcontractors maintain required coverage for the applicable Authority's benefit.

(g) Budget preparation, including preparation of proposed budgets, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications, and correspondence associated with the adoption of the annual budget and provision of Economic Development Incentives.

(h) Response to inquiries, questions, and requests for information from the Parties and residents of the Community.

(i) Analysis of financial condition and alternative financial approaches and supervision of contractors.

(j) Oversee investment of each Authority's funds, including the Fund and the Accounts therein, based on investment policies established by the Investment Policy in accordance with State and federal law and the Guiding Principles.

(k) Provide liaison and coordination with other governments.

(l) Coordinate activities and provide information as requested to external auditors engaged by the Authority Board.

(m) Coordinate legal, accounting, and other professional services to the Authority.

(n) Perform other services with respect to the operation and management of the Authority as directed by the Authority Board.

ARTICLE V COMMUNITY ECONOMIC DEVELOPMENT FUND; INVESTMENT POLICY

5.1 Community Economic Development Fund. There is hereby established a special fund of the Authority designated as the "Community Economic Development Fund" (referred to herein as the "Fund"). Within the Fund, there are hereby established and shall be maintained the following accounts (each, an "Account"):

(a) *Permanent Account*. The Parties shall transfer, or cause to be transferred, all Settlement Funds and Other Funds, as these may be distributed from time to time by the applicable Settling Parties and Other Parties (as applicable) to the Authority for deposit into the Permanent Account. Except for the transfers of Earnings as provided in Section 5.1(b) and the utilization of amounts on hand in the Permanent Account for Economic Development Incentives to the extent provided in Section 8.2, no funds shall be transferred from the Permanent Account or applied to any other purpose.

(b) *Funding Account*. The Authority shall transfer on a monthly basis all Earnings attributable to the Permanent Account to the Funding Account. All Earnings on funds in the Funding Account shall remain in the Funding Account. Amounts from time to

time on hand in the Funding Account may be used as determined by the Authority Board to pay the costs and expenses of the Authority and to fund Economic Development Incentives.

(c) *Subaccounts.* The Authority Board may establish such subaccounts within the Accounts as may be deemed necessary or advisable by the Authority Board.

5.2 Investment Policy. Prior to investing any amounts on hand in the Fund or deploying any Economic Development Incentives or granting assistance to any Economic Development Project, the Authority Board shall, subject to Supermajority Approval of the Parties, approve by resolution an Investment Policy describing the Authority's investment strategy and goals for the Fund and the Accounts therein in accordance with the Guiding Principles, sound and prudent investment policies, and applicable laws. The Investment Policy shall contemplate the investment of public funds with a goal of no net loss in principal. The Authority shall invest the amounts deposited in the Fund in accordance with the Investment Policy and applicable federal and State law.

ARTICLE VI ECONOMIC DEVELOPMENT INCENTIVES

6.1 Economic Development Policy. Prior to deploying any Economic Development Incentives or approving any kind of assistance to any Economic Development Project, the Authority Board shall approve via resolution an Economic Development Policy describing Economic Development Incentives eligibility requirements, the application process to receive said Economic Development Incentives, and any other provisions related thereto.

6.2 Disbursements. The Authority Board shall have the sole authority to withdraw moneys from the Funding Account for use in the payment of Administrative Costs and, after the end of the Formation Period, funding of Economic Development Incentives as specified by the Final Budget for the Authority. Such funds, together with any interest thereon, shall be used only to pay Administrative Costs incurred by the Authority and the deployment of Economic Development Incentives. The Authority shall provide each Party with an annual audit reflecting funds withdrawn and payments made from the Funding Account. The Authority Board may authorize disbursements from the Permanent Account in accordance with Section 8.2.

ARTICLE VII BUDGETS; APPROPRIATION AND ANNUAL REPORTS

7.1 Budget Committee; Budget Development and Adoption.

(a) *Preliminary Budget.* The Authority shall prepare an annual budget for each Fiscal Year (the "Preliminary Budget"), which will include all budgeted revenues and expenses for such Fiscal Year. The Preliminary Budget shall distinguish administrative expenses from programmatic expenses (including Economic Development Incentives). The Preliminary Budget shall be provided to the Budget Committee (as defined in Section 7.1(b)) on or before October 1 of each year.

(b) *Budget Committee; Review of Preliminary Budget.* Before October 1 of each year, each Party shall designate by written notice to the Authority three (3) representatives to serve on a joint intergovernmental budget committee (the "Budget Committee"). The Budget

Committee shall convene no later than October 10 of each year to review, evaluate and revise the Preliminary Budget. The Preliminary Budget, as revised and approved by the Budget Committee, shall be designated the “Presentation Budget”.

(c) *Presentation Budget – Approval by Authority Board.* The Treasurer of the Authority, or his or her designee, shall present the Presentation Budget to the Authority Board for consideration on or before October 15 of each year. Prior to the consideration of the Presentation Budget by the Authority Board, the Secretary of the Authority shall publish notice of the Presentation Budget and the place, date and time of the public hearing on its adoption in accordance with the Local Government Budget Law of Colorado.

(d) *Approval of Final Budget.* Following review and public hearing, the Authority Board may approve the Presentation Budget by resolution. Upon approval, the Treasurer (or designee) shall forward the Presentation Budget to both Parties for approval, accompanied by a summary of any public comments received. If approved by a Supermajority Approval of the Parties, the Presentation Budget shall become the “Final Budget” for the applicable Fiscal Year.

(e) *Contingency Procedures.* If a Final Budget is not approved by the Authority Board and a Supermajority Approval of the Parties on or prior to December 31, the Authority shall be limited to appropriating funds for operation and maintenance expenses in accordance with State law until a Final Budget is approved. No new Economic Development Incentives may be approved or disbursed until a Final Budget is approved; provided, however, previously approved Economic Development Incentives that are subject to existing contracts may continue to be funded without interruption, subject to the availability of funds.

7.2 Budget Reconciliation. If a Final Budget is not approved by December 31 of any Fiscal Year, the Budget Committee shall reconvene (the “Reconciliation Meeting”) by January 15 of the following year. At the Reconciliation Meeting, the Budget Committee shall consider input and concerns from both Parties and shall further revise the Presentation Budget to address such input in a manner deemed by the Budget Committee to be reasonably responsive to such input and concerns. The Presentation Budget, as so revised, shall be designated the “Conciliation Budget”. Upon approval by the Budget Committee, the Conciliation Budget shall be presented promptly to the Authority Board for approval, and if approved by the Authority Board, shall be submitted promptly to the Parties for Supermajority Approval of the Parties. Once approved by the Authority Board and Supermajority Approval of the Parties, the Conciliation Budget shall be the “Final Budget”. If not so approved, the reconciliation process described in this Section 7.2 shall continue iteratively until a Final Budget is adopted in accordance this Article VII.

7.3 Amendment of Final Budget. The Final Budget may be amended from time to time, subject to compliance with the applicable provisions of State law. Amendments to the Final Budget are subject to approval in accordance with the processes set forth in Sections 7.1 (and 7.2 as applicable), except that the Authority Board may establish reasonable alternative deadlines to facilitate timely approvals.

7.4 Annual Reports. Not later than May 31 of each year, the Authority Board shall provide to each of the Parties an annual report (the “Annual Report”), which shall include:

(a) A financial summary of Settlement Funds, Other Funds, Earnings and Fees received or expended;

(b) A summary of Economic Development Incentives approved and implemented, including the number, type and purposes thereof;

(c) An assessment of the economic and employment impacts on the Community of the Economic Development Incentives;

(d) Any additional information deemed relevant by the Authority Board relating to Fund performance and programmatic outcomes.

Each Party shall make the Annual Report available for public inspection in accordance with applicable State law.

ARTICLE VIII SPECIAL PROVISIONS

8.1 Rights of the Authority. Subject to the limitations of this Establishment Agreement, and subject to reasonable advance notice, request, and availability of facilities and resources, the Parties may grant the Authority access to the Parties' fleet vehicles, legal staff and other employees of the Parties, and any other assets within the control of the Parties to enable the Authority to provide the Economic Development Incentives and Administrative Services. Employees of the Parties may be authorized by the Authority Board to act as representatives of the Authority for the purpose of establishing and maintaining Authority Board-approved bank or investment accounts and credit cards or other lines of credit, and to perform other Authority Board-approved financial transactions in the name of the Authority under the supervision of the Secretary-Treasurer and within applicable limitations of the approval of the Authority Board. The Parties may grant the Authority the right to occupy any place, public or private, which the Parties might occupy for the purpose of fulfilling the obligations of the Authority in this Establishment Agreement. To implement the foregoing, the Parties agree to exercise such authority and to do such acts as may be reasonably requested by the Authority; provided that the Parties may request, and the Authority shall pay from and to the extent of available funds in the Funding Account, reimbursement for those expenses reasonably incurred by the Parties as a result of this Section.

8.2 Funding of Administrative Costs. Administrative Costs shall be paid from Earnings (or, to the extent applicable, from Fees charged to recipients of Economic Development Incentives) in accordance with the Final Budget.

8.3 Use of Permanent Account for Economic Development Incentives. The Authority may use Settlement Funds or Other Funds in the Permanent Account to provide assistance to an Economic Development Project after receiving approval of the Authority Board and a Supermajority Approval of the Parties; provided that any such use of the Settlement Funds or Other Funds shall be accompanied by a commitment of the recipient to repay such funds on such terms as approved by the Authority Board and shall otherwise comply with the requirements of the Economic Development Policy.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.1 General Representations. In addition to the other representations, warranties, and covenants made by the Parties in this Establishment Agreement, each Party makes the following representations, warranties, and covenants to the other Party:

- (a) Each Party has the full right, power, and authority to enter into, perform, and observe this Establishment Agreement.
- (b) Neither the execution of this Establishment Agreement, the consummation of the transactions contemplated hereunder, nor the compliance with the terms and conditions of this Establishment Agreement by the Parties will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under any agreement, instrument, indenture, judgement, order, or decree to which a Party is a party or by which a Party is bound.
- (c) This Establishment Agreement is a valid and binding obligation of each of the Parties and is enforceable in accordance with its terms.
- (d) The Parties shall keep and perform all the covenants and agreements contained in this Establishment Agreement and shall take no action which could render this Establishment Agreement unenforceable in any manner.

ARTICLE X DEFAULTS, REMEDIES, AND ENFORCEMENT

10.1 Events of Default. An Event of Default under this Establishment Agreement shall occur if either Party or the Authority fails to perform or observe any covenants, agreements, or conditions in this Establishment Agreement on the part of such Party and to cure such failure within 30 days of receipt of notice from the other Party or the Authority, as applicable, of such failure; unless such default is reasonably capable of cure but cannot by its nature be cured within such 30-day period, in which case the defaulting Party shall have an extended period of time to complete the cure, provide that action to cure such default is commenced within said 30-day period and the defaulting Party is diligently pursuing the cure to completion not to exceed an additional 90 days.

10.2 Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, the Parties and the Authority shall, individually and collectively, have the following rights and remedies:

- (a) The non-defaulting Party(s) or the Authority may ask a court of competent jurisdiction to enter a writ of mandamus to compel the defaulting Party to perform its duties under this Establishment Agreement, and/or to issue temporary and/or permanent restraining orders or orders of specific performance to compel the defaulting Party to perform in accordance with this Establishment Agreement.
- (b) The non-defaulting Party(s) or the Authority, or both, may protect and enforce its rights under this Establishment Agreement by such suits, actions, or special proceedings as it shall deem appropriate, including, without limitation, any proceedings for

the specific performance of any covenant or agreement contained in this Establishment Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcement this Establishment Agreement.

10.3 General.

(a) Delay or Omission No Waiver. No delay or omission of any Party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or be construed as a waiver of any such Event of Default.

(b) No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default by any Party shall extend to or affect any subsequent or other Event of Default. All rights and remedies of the Parties and the Authority provided in this Establishment Agreement may be exercised with or without notice, shall be cumulative, may be exercised separately, concurrently, or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

ARTICLE XI INSURANCE

11.1 Authority Insurance. The Authority shall maintain property, casualty and liability insurance with commercially reasonable coverages, limits and deductibles, taking into account the nature of the Authority's business activities and risks.

11.2 Workers' Compensation. To the extent the Authority has employees, the Authority shall make provisions for workers' compensation insurance, social security employment insurance, and unemployment compensations for employees, if any, as required by federal or State law.

11.3 Certificates. Upon written request, each Party and the Authority shall furnish to the others, certificates of insurance showing compliance with the foregoing requirements. Said certificates shall state that the policy or policies evidenced thereby will not be cancelled or altered without at least thirty (30) days prior written notice to each Party and the Authority.

ARTICLE XII MISCELLANEOUS

12.1 Relationship of Parties. This Establishment Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employees between the Parties.

12.2 Modification. This Establishment Agreement may be modified or amended only by the written agreement of the Parties. Any amendment approved in writing by the Parties shall be binding upon the Authority.

12.3 Governing Law; Venue. This Establishment Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Venue for all actions shall be exclusive in Moffat County, Colorado.

12.4 Enforceability. If any provision of this Establishment Agreement is declared void or unenforceable by a court of competent jurisdiction, the Party involved in such violation of the Authority, if appropriate, shall, to the extent possible, perform such tasks as may be necessary to cure such violation, including, but not limited to, obtaining any necessary voter approvals.

12.5 Disposition of Property of Authority. In accordance with Section 29-1-203.5(4), C.R.S., notwithstanding the Parties' intention that the duration of the Authority shall be perpetual, upon any dissolution of the Authority, all the Authority's property shall be divided and transferred to, or at the direction of, the Parties as determined by Supermajority Approval of the Properties, subject to any limitations imposed by applicable law.

12.6 Time is of the Essence. Time is of the essence in this Establishment Agreement.

12.7 Notices. Unless otherwise provided below, all notices, demands, requests or other communications to be sent by one Party to the other under this Establishment Agreement shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service; by electronic mail, read-review acknowledged; by electronically-confirmed facsimile transmission; or three (3) business days after depositing the same in the United States Mail, postage prepaid; to the following addresses.

If to the City: 300 West 4th Street
Craig, Colorado 81625
Attn: City Manager
Email: pbrixius@ci.craig.co.us

If to the County: 1198 W. Victory Way, Suite 104
Craig, Colorado 81625
Attn: Chair, Board of County Commissioners
Email: tbohrer@moffatcounty.net¹

If to the Authority: Moffat Economic Development Authority
c/o City of Craig
300 West 4th Street
Craig, Colorado 81625
Attn: Mayor and City Manager
Email: pbrixius@ci.craig.co.us

and

Moffat Economic Development Authority
c/o Moffat County
1198 W. Victory Way, Suite 104
Craig, Colorado 81625

¹ Consider whether there is an appropriate general email address that will not change with administrations; otherwise, remember that the email addresses for the City, County and Authority will need to be updated as elected officials/personnel change.

Attn: Director of Natural Resources Department
Email: jcomstock@moffatcounty.net

Each of the Parties and the Authority shall have the right to change its individual address from time to time by giving the other Party and the Authority, as applicable, at least 10 days' written notice thereof in accordance with the provisions of this Establishment Agreement. All addresses are to be maintained by the Authority.

12.8 Party Records. The Authority shall maintain the public records for the Authority. Access to such records by the Parties and the public shall be as set forth in the Rules and Regulations.

12.9 Further Assurances. The Parties each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and documents as may be reasonably required for the performance of their obligations under this Establishment Agreement.

12.10 Entire Agreement. This Establishment Agreement and all exhibits set forth the entire understanding and agreement of the Parties and supersede and replace all prior agreements, memoranda, arrangements, and understandings relating to the subject matter of this Establishment Agreement.

12.11 Non-liability of Authority Directors, Members, and Employees. No Board Member or member of the Parties' Government Bodies, or any official, employee, agent, attorney, or consultant of the Parties or the Authority shall be personally liable in the event of default or breach of this Establishment Agreement, or for any amount that may become due under the terms of this Establishment Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the City of Craig and Moffat County have executed this Establishment Agreement as of the day and year first written above.

CITY OF CRAIG, COLORADO

By: _____
Name Chris Nichols
Its: Mayor

Attest:

City Clerk

MOFFAT COUNTY, COLORADO

By: _____
Name Melody Villard
Its: Chair of the Board of County
Commissioners

Attest:

County Clerk

EXHIBIT A
GUIDING PRINCIPLES

[TO BE ATTACHED]

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, Amended August 12, 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.

- Two (2) Commissioner Appointments- may be 1 seated commissioner or any representative the Commission appoints.
- Two (2) City Council Appointments- may be 1 seated council member or any representative the Council appoints.
- One (1) Taxing District Appointment (School District appointment will be made the first offer to appoint a rep due to being the largest tax recipient) -may be a seated taxing district board member or any representative the Board appoints.

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. Funds will not be spent until one million dollars of interest has accrued, or a supermajority of the City and County agree. 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:

<u>NAICS Sector #</u>	<u>Description</u>
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).

MOFFAT ECONOMIC DEVELOPMENT AUTHORITY

INVESTMENT POLICY

1. *The Moffat Economic Development Authority.* The Moffat Economic Development Authority (the “Authority”) was established pursuant to the Establishment Agreement dated as of August [], 2025 (as amended, the “Establishment Agreement”) between the City of Craig, Colorado (the “City”) and Moffat County, Colorado (the “County”) for the purpose of applying certain funds held and invested by the Authority toward economic development initiatives within the communities of the City and the County, as more particularly described in the Establishment Agreement.

2. *Definitions.* Capitalized terms used in this investment policy (this “Policy”) and not otherwise defined herein shall have the meanings provided in the Establishment Agreement.

3. *Purpose and Authority.* This investment policy (this “Policy”) constitutes the investment policy of the Authority and has been approved, pursuant to the Establishment Agreement, by the Authority Board and by Supermajority Approval of the Parties as of the date or dates set forth below. The Authority is a body corporate and political subdivision of the State, and as such, the deposit and investment of funds of the Authority is subject to the limitations and requirements for the deposit and investment of state funds under State law, including, as applicable, Parts 6 and 7 of Article 75, Title 24 of Colorado Revised Statutes (“C.R.S.”), as amended.

4. *Investment Advisor.* The Authority shall select and engage an independent, licensed and qualified Investment Advisor, with demonstrated familiarity with the limitations on investment of public funds provided under the laws of the State and the investment objectives of the Authority. The Investment Advisor will be selected by the Authority pursuant to a request for proposals, request for qualifications or other selection process approved by the Authority Board (the “Selection Process”) and shall be subject to approval by resolution of the Authority Board. The Selection Process shall occur as soon as reasonably practicable following the establishment of the Authority, and shall be repeated periodically as determined by the Authority Board (no less frequently than once every five years). Criteria for selection of the Investment Advisor will include investment style and discipline, size, qualifications, licensure, and relevant experience of the organization, experience with management of similar portfolios for similar organizations, fees and expenses, connection with the Community, and past performance. Duties of the Investment Advisor shall include (a) advising the Authority Board as to the prudent investment of assets within the Fund, (b) making recommendations as to asset classes and allocations, (c) managing investment portfolios, (d) voting proxies, (e) coordinating with the accountants and auditors of the Authority (and the Parties) as requested in order to facilitate accounting, reporting, auditing, and internal controls, and (f) reporting investment performance to the Authority Board. The Investment Advisor will act in accordance with this Policy, prudent industry standards, and all applicable laws. In the absence of an Investment Advisor engaged by the Authority, the term “Investment Advisor” as used in this Policy shall refer to the Treasurer of the Authority.

5. *Investment Objectives.* In accordance with the Guiding Principles, the Authority shall treat the funds under its control as a public fund with a goal of no net loss in principal. The

primary investment objective of the Authority is to invest with professional investment institutions operating in compliance with Section 24-75-601.1, C.R.S., as amended, and in a manner which is prudently consistent with the Authority's growth, asset preservation and liquidity objectives as set out in the Establishment Agreement. The purpose of such investments is to accumulate and preserve a pool of assets sufficient to build capital and Earnings to support current and future Economic Development Projects within the Community and fund the Authority's operational expenses. Priorities for investments shall be (in the following order): (a) safety and preservation of assets, (b) liquidity necessary to fund the Authority's objectives, and then (c) investment returns. While short-term investment results will be monitored, adherence to a sound long-term investment policy, which balances short-term spending needs with preservation of the real (inflation-adjusted) value of assets, is crucial to the long-term success of the Authority's economic development mission. The Authority will invest funds conservatively, in a high-quality and diversified manner, to achieve the optimal return possible within the specified risk parameters and with adherence to the Guiding Principles. For short- and medium-term investments, investment yield is secondary to preservation of capital and liquidity. Long-term investments are made in broadly diversified portfolio to provide opportunity for long-term growth with moderate risk.

6. *Asset Allocation.* The Authority Board recognizes the strategic importance of asset allocation and style diversification in the investment performance of the Authority's assets over long periods of time. Investments will be diversified both by asset class (e.g., equities and debt securities) and within asset classes (e.g., by economic sector, market capitalization, investment approach, and industry). The purpose of diversification is to provide reasonable assurance that no single security or class of securities will have a disproportionate impact on the overall asset values and returns. Domestic and international equities, fixed income, alternative investments and cash equivalent securities have been determined to be acceptable vehicles for assets of the Authority.

7. *Authorized Investments.* The funds of the Authority may be invested in one or more of the securities permitted by Section 24-75-601.1, C.R.S., as it may be amended from time to time, or any applicable successor statute.

The Authority may from time to time receive funds resulting from settlements entered into to offset the socioeconomic impact on the Community from the closure of coal mines and coal power generating stations, as well as other funds that may be exempt, or partially exempt, from the general statutory requirements applicable to state funds under State law (the "Exempt Funds"). The Investment Advisor shall track Exempt Funds independently from other sources and may invest Exempt Funds in any investment instrument in which Exempt Funds are statutorily authorized to be invested under applicable laws, but only to the extent that said investment instrument meets the general strategy and risk profile of the Authority and this Policy.

8. *Investment Time Horizon.* The Authority will have two general categories of investments, based on the investment time horizon of the funds being invested:

- a) Portions of the Authority's funds (i.e., the Funding Account), as deemed adequate by the Investment Advisor following consultation with the Authority, will be invested for the short- and medium-term (1-3 years) to assure preservation of principal and to provide the liquidity required to operate the Authority and supporting new and existing Economic Development Projects.

b) Portions of the Authority's funds (i.e., the Permanent Account), as deemed adequate by the Investment Advisor, will be invested for the longer term to provide opportunity for long-term growth of the Permanent Account and future Earnings.

9. *Investment Accounts.* All investments will be registered in the name of the Authority or in a custodial account with an eligible depository or securities firm on behalf of the Authority. To the extent approved by the Authority Board, the Authority may rely on officers and employees of the Parties to act as fiscal agents regarding the Authority's investments and, if economically advantageous, may utilize existing relationships between the Parties and banks and other financial institutions to open and/or act as custodians of the investment accounts of the Authority. All broker-dealers and counterparties approved to provide investment services to the Authority shall be licensed and registered under the laws of the State and applicable federal laws, shall be registered with the Financial Industry Regulatory Authority (FINRA), shall act through properly licensed and qualified representatives, and shall have demonstrated experience. The Authority's Treasurer shall maintain a list of approved depositories, custodians and other fiduciaries, subject to approval of the Authority Board, which may be revised from time to time with the approval of the Authority Board. The Authority Board may consider the connection of depositories, custodians and other fiduciaries with the Community and its presence in the Community when approving said list.

10. *Performance Evaluation.* The Investment Advisor will provide monthly statements of activity including detail of transactions, cash flow, expenses, securities held, value of individual securities with comparison in value to the prior report and quarterly statements with performance statistics and such other information customarily provided with similar reports or requested by the Authority. The Investment Advisor will also provide annual reports to the Authority Board detailing the cost and market values of each fund/account and annual investment results compared to the appropriate index for the life of the fund up to the last ten years. Subject to the terms of any agreements between the Investment Advisor and the Authority, the Investment Advisor also shall provide periodic in-person or videoconference reports to the Authority Board (no less frequently than quarterly) on the state of the capital markets and the relative performance of the Authority's investment portfolio.

11. *Internal Controls.* The Treasurer of the Authority, with input from the Investment Advisor and the Authority's auditors and advisors, shall establish a system of written internal controls, which shall be reviewed annually by independent auditors to ensure compliance with this Policy, applicable laws, and applicable auditing standards. The controls shall be designed to prevent loss of public funds caused by fraud, error, misrepresentation, or imprudent actions.

12. *Conflicts of Interest.* No investment shall knowingly be made in which any officer, director, manager or other official representative of the Authority, either of the Parties, or the Investment Advisor (each such person, an "Official") might have a material conflict of interest. Conflicts of interest shall also be subject to the requirements set out in the Establishment Agreement and applicable State law. All potential conflicts of the Investment Advisor shall be communicated promptly by the Investment Advisor to the Authority Board, and all potential conflicts of an Official shall be communicated promptly by such Official to the Authority Board and the Investment Advisor.

13. *Review and Modification of Policy.* The Investment Advisor shall, promptly when engaged (and no less frequently than annually thereafter) review this Policy with the Authority Board in light of then-current market conditions, historical performance results, and then current investment opportunities and (as applicable) and shall recommend any changes to the Authority Board for consideration. Any change or modification to this Policy must be approved by the Authority Board and Supermajority Approval of the Parties as provided in the Establishment Agreement. It is not expected that this Policy will change frequently. In particular, short-term changes in financial markets should not require adjustment of this Policy.

APPROVED:

By Authority Board on _____, 2025.

By Supermajority Approval of the Parties (City) on August 12, 2025.

By Supermajority Approval of the Parties (County) on August 12, 2025.

Moffat County Planning Commission
Application Summary
August 6th 2025

Application: C-25-06

Applicant: Orsted

Description: Application for Conditional use.

Location: S6, T10N, R93W

Access: CR 142

Staff Comments: The applicant would like to install a single Meteorological (MET) tower on the property located in S 6, T10N, R93W. The tower would be placed in July /August 2025 and collect data through 2030.

Attachments: Copy of Application attached

Note:

Results:

Note:



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, CO 81625
(970) 824-9148

NO. C- _____
Fee: \$300.00
Date Paid _____

APPLICATION FOR CONDITIONAL USE

Applicant: Orsted Onshore Real Estate Holdings, LLC Phone #: 857-393-6849

Email address: dokuw@orsted.com

Address: 812 San Antonio St, Suite 500, Austin, TX, 78701

Landowner: Espitalier, LLC Phone #: 970-326-8621

Address: 846 20 1/2 RD, Fruita, CO, 81521

Agent, if any: _____ Phone #: _____

Address: _____

Acreage: 1,400+ Zoned: Grazing Land-Agricultural

Legal Description: Address: _____ Section: 6 Township: 10N Range: 93 West

Driving Directions: _____

Proposed Use (Describe in Detail): The applicant is requesting a conditional use permit to install a
install a Meteorological Evaluation Tower (MET) to gather wind data for the area

Proposed Starting Date: 7/14/2025 Proposed Completion Date: 12/30/2030

Attach copies of state and / or federal permit applications, if applicable. Attach copies of state and / or federal reclamation bonds, if applicable.

Indicate type of water system: Public () Private () Existing ()

Indicate type of sewage system: Public () Private () Existing ()

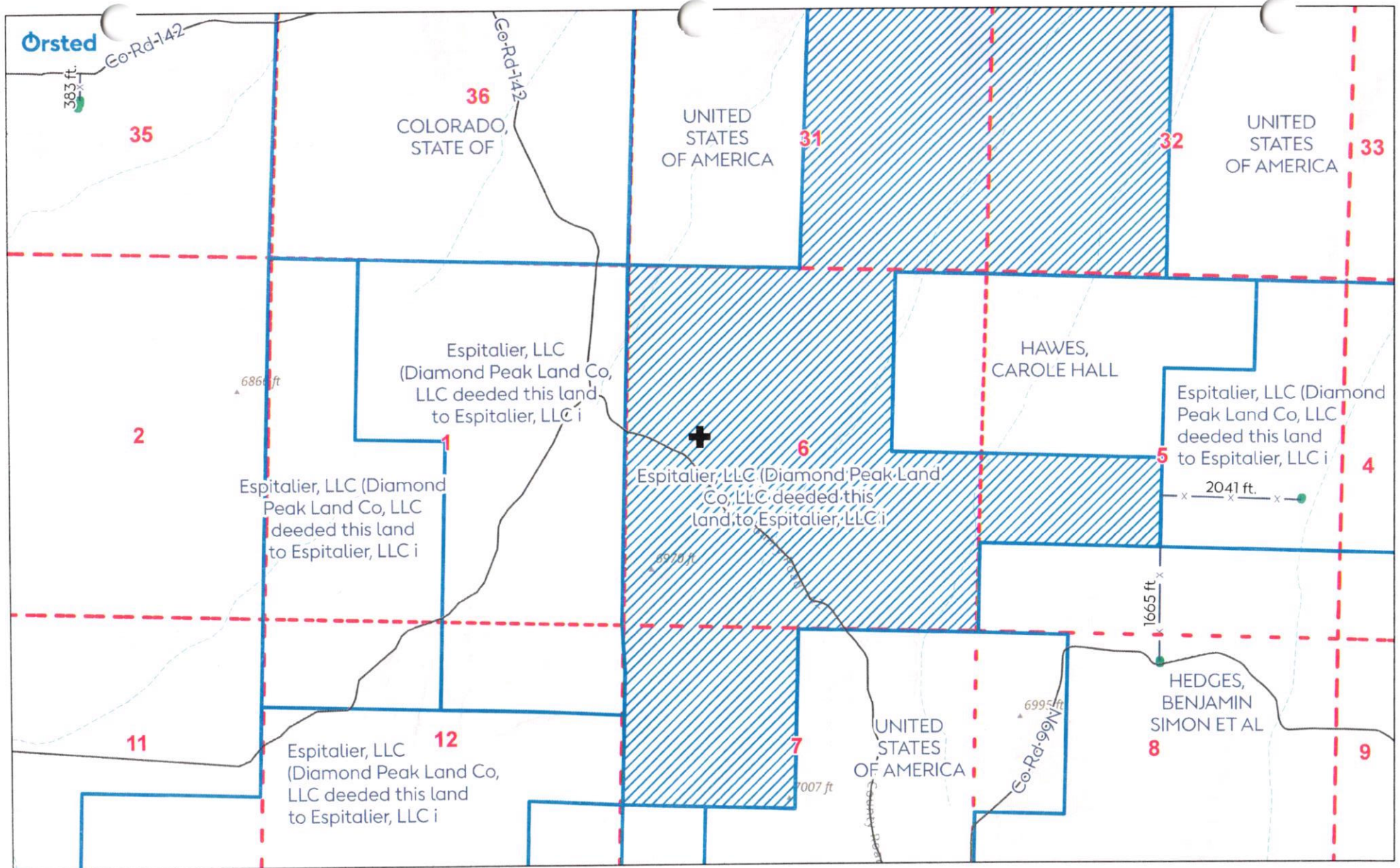
Indicate any plans for buildings and structures (permanent or temporary) to be located on this land. Include any applicable site plans and elevation plans and building permits.

Conditional Use permits do not expire. A review, if specified under the conditions, will be performed. Any significant changes to the use of the property will require an amendment to the permit.

Conditional Use Permits DO NOT transfer with the sale of the property/business.

Applicant / Agent Signature: David Okuwobi Date: 6/18/2025

Landowner Signature: _____ Date: _____
Or copy of lease contract.



Highline Wind

Moffat County, Colorado
June 2025



0 0.3 0.5 0.8 1 Miles

Not for construction. Map for reference and discussion purposes only.
© 2025 Orsted

- Building Footprints
- Property Boundary
- MET Tower Parcel
- Streets
- Sections
- Met Tower

Moffat County Planning Commission

August 6th 2025

Application: S-25-02

Applicant: Elwood Martin

Description: Replat

Regulation Reference: Section 7.020 – Re-subdivision procedures

Location: 37 Pronghorn Drive

Access: HWY 40 and CR 81 to 174 to Pronghorn Drive.

Staff Comments: This is a replat of the following 2 Sand Springs Lots: 6&30 and lot 7A of Jackson Resub. The replat will put the house and shop on separate lots.

Attachments: Copy of application and plat.

Results:



Moffat County Planning Department
1198 W Victory Way, Suite 107
Craig CO 81625
(970) 824-9148

No. # S-
Fee: \$100.00
Date Paid

APPLICATION FOR REPLAT

Owner: Elwood & Malinda Martin Phone #: 435-893-7080

Email address: elwood@out-doors.net

Address: 37 Pronghorn Dr Craig CO 81625

Applicant: Elwood Martin Phone #: 435-893-7080

Address: 3475 E 7000 N Roosevelt UT 84066

Surveyor: Epp & Associates Phone #: 970-824-8236

Address: Craig

Legal Description of property: Section Township Range Subdivision Sand Springs

Lots to be replated: Lot 6A of the replat of Lots 6 & 30 Sand Springs and

Describe reason for request: Lot 7A Jackson Resub Sand Springs

change boundary & put shop on one lot & house
on another lot

Applicant Signature:  Date: 6-26-25

Provide the following attachments:

- A. Mylar Land Survey Plat and 3 copies drawn by a licensed surveyor showing the legal description and acreage of the total property and the proposed changes.
- B. Copy of the deed, verifying proof of ownership.
- C. Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.



MOFFAT COUNTY ROAD DEPARTMENT

8/15/2025

BOCC

The Moffat County Road Department advertised for bids on a mulcher head to fit on our skidsteer for the purpose of clearing ROW brush and trees.

We opened the bids at 9:00 an on July 31st, 2025.

The bid results are as follows.

Taza Supplies, South Holland, IL.

Promac HSM Heavy Duty Skidsteer Mulcher

Working Width 72". \$65,876.00

Rocky Mountain Machinery of Craig

FAE UML/SSL/VT-150

Total Width 74" Working Width 62". \$46,000.00

Wagner Caterpillar, Hayden, CO

Caterpillar Model SSL/HM418C Drum Mulcher with Carbide Teeth

Total Width 84" Working Width 72". \$42,064.05

Wear Parts & Equipment, Aurora, CO

Option 2 – Blue Diamond 60" Drum Mulcher with Carbide Teeth

Working Width 60". \$40,799.00

The Road Department has a tracked Skidsteer on an annual lease that this mulcher will be attached to. The tracks have an outside width of 80". We feel that the extra width of the caterpillar mulcher, along with the local support, makes it in the best interest of Moffat County to purchase the Caterpillar SSL/HM418C for \$42,064.05.

Dan Miller, Director

Moffat County Road Department

P.O. Box 667
Craig, Colorado 81626
Phone: (970) 824-3211
Fax: (970) 824-0356

2025 Pavement Striping Project

This year the Road and Bridge Dept. advertised to bid for asphalt striping/painting. The bid form stated that there would be approximately 40 miles of striping to be done with the possibility of added miles, dependent on current pricing. This year's low bid/quote was from Stripe-A-Lot Inc. for the amount of \$79,847.00.

Total expenditures will be \$20,153.00 under the budgeted amount of \$100,000.00.

Pavement Striping Budget:	\$100,000.00
---------------------------	--------------

RFP advertised miles:	40
-----------------------	----

Bid received from:

Stripe-A-Lot Inc.	\$79,847.00
-------------------	-------------

Montrose Colorado

We would recommend the bid be awarded to Stripe A Lot Inc. of Montrose CO.

Thank you,

Moffat County Road Dept.



Masterworks Mechanical Inc
PO Box 1094
Craig, CO 81626

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

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

Ship to
Moffat County Safety Cent
800 W 1st Street
Craig, CO 81625

Quote #: q2302

Quote Date: 8/7/2025

Quote Expiration Date: 9/6/2025

Item	Description	Quantity	Price	Amount
Quote HVAC	Quote is for installation of 2 RTU's replacing the existing units EC-B1 and EC-B4. The new RTU's will utilize the new refrigerant R454B which is different then the rest of the units at this location. Quote is designed with replacing both units on the same day to minimize the crane's time on site. Quote assumes that the new units will talk with the building controls system. If new units need an update for the control system to talk with the existing control system Trane technicians will need to be dispatched to update for an extra \$17,000. At this time we feel the current system should interface with the new units. NOT INCLUDED IS ANY ELECTRICAL WORK NEEDED. (Should expect electrician for disconnects at the units) Lead time on equipment is estimated to be 6 weeks on average after signed proposal and acceptance. There should be no need for a curb adapter if there has been no modifications made to the existing curb.	1	\$38,500.00	\$38,500.00

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

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

Subtotal:	\$38,500.00
Tax:	\$0.00
Total:	\$38,500.00
Payments:	\$0.00