

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 26, 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) August 12 (pgs 3-6)

Resolutions:

- b) 2025-77: Supporting the Fundraising, Development and Construction of a Skatepark at Loudy-Simpson Park (pgs 7 & 8)
- c) 2025-78: Voided Warrant Resolution (pg 9)
- d) 2025-79: A/P (pg 10)
- e) 2025-80: Payroll (pg 11)
- f) 2025-81: P-cards (pg 12)

Contracts & Reports:

- g) POST Law Enforcement Training contract (pgs 13-20)
- h) Municipal Jail Services agreement (pgs 21-31)

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
 - Appointment to Hamilton Community Center Board (pg 32)

Staff Reports:

Natural Resources Department – Jeff Comstock & Board of County Commissioners

- Discuss appointment of Moffat Economic Development Authority board members



2:31 PM8/22/2025

- 2) **Office of Emergency Management – Todd Wheeler**
 - Transfer of Office of Emergency Management/ EMS Reserve Ambulance to Maybell EMS (pgs 33)
- 3) **Office of Development Services – Neil Binder**
 - Bid recommendation: Exterior Painting of the Public Safety Center (pgs 34-36)
 - Present Sole Source bid recommendation: Loudy-Simpson Park Irrigation Design (pgs 37-44)

Adjournment

The next scheduled BOCC meeting will be Tuesday, September 9, 2025 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/rQb5yLWgJCs>

OR

<https://www.youtube.com/@moffatcountygovernment7518>

***** 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



2:31 PM8/22/2025

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

August 12, 2025

In attendance: Melody Villard, Chair; Donald Broom, Vice-Chair; Tony Bohrer; Erin Miller, Deputy Clerk & Recorder; Candace Miller; Max Salazar; Jeff Comstock; Dan Miller; Neil Binder; Chris Nichols; Dave Fleming; Mike Lausin; Doris Zimmerman; John Zimmerman; Bob Maxwell; (ZOOM) Parker Schenken; Alejandro Armelles; David Okuwobi

**Call to Order
Pledge of Allegiance**

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) July 22
- b) July 28 - CBOE

Resolutions:

- c) 2025-72: Payroll
- d) 2025-74: Payroll
- e) 2025-75: A/P

Contracts & Reports:

- f) CO Aeronautics Division Small Dollars Grant application
- g) FAA Reimbursement Agreement – ASOS Relocation
- h) Colorado Department of Public Health & Environment/Department of Public Health – Emergency Preparedness contract amendment #2
- i) Treasurer's Report
- j) Memo of Understanding w/City of Craig re: Water Usage at Fairview Cemetery
- k) Personify Health Plan Administration Services
- l) Department of Human Services Core Services Plan – Request for State Approval of Plan
- m) Ratify:
 - Energy Worker Penalty Waiver Act Letter of Support
 - Forest Service letter

Villard made a motion to approve the consent agenda items A-M. 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:

Mike Lausin commented on the fire that spread from 13th Street on August 10th and the fact that there were no reverse 911 calls to notify everyone in the affected area to evacuate. He spoke with the sheriff about this. The sheriff informed him that the dispatch is manned by a contract service and that they had not fully followed through with the complete reverse 911 process, and that the all clear (for some reason) went to Rio Blanco County instead of Moffat County. Lausin feels that the County needs to make sure that the people who provide these services are properly trained in the procedures. He stated that he had signed up for the "Moffat Alerts" system, but was concerned that that only works for people with cell phones. He feels that there needs to be a better system in place for citizens that don't have cell phones or Facebook.

John Zimmerman came up to discuss a neighboring property on County Road 30. He called the property the "second County dump" and feels that it takes down all the adjacent property values and he requested that the County do some type of clean-up enforcement on the property.

General Discussion:

Commissioner Villard stated that she was thankful for the quick response to all of the fires in the surrounding area.

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 (see attached)
- Adopt final Economic Development Authority agreement (see attached)
- Moffat Economic Development Authority Investment Policy – Draft (see attached)

Comstock presented **Resolution 2025-76** which approves 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 and the final Economic Development Authority agreement. The City of Craig is slated to adopt and sign their half of these documents at their meeting tonight. This Authority will establish a permanent, perpetual trust, initially funded by the PUC ordered Tri-State settlement, that will help to cover community related Economic Development for revenues being lost from the closure of the power plants and coal mines (jobs and property tax). A five-member board will be appointed (2 by the County; 2 by the City and one by another taxing district – possibly the School District) to manage the spending of the interest from grants, loans, etc. Coal community settlement monies are afforded a bit more leeway in the way that these funds can be invested. Parker Schenken and Alejandro Armelles with Taft Law, the law office that helped the City and the County to develop the Economic Development Authority, joined the meeting by ZOOM.

Broom moved to approve **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. Bohrer seconded the motion. Motion carried 3-0.

8:45 am - Public Hearing:

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

Planning & Zoning – Candace Miller

- Orsted Conditional Use application C-25-06 (see attached)

Miller presented the Conditional Use application from Orsted for a single meteorological tower (MET) that would collect data through 2030, in relation to the possible placement of a wind turbine. The location is roughly 37 miles north of Craig. All the adjacent property owners were notified by mail; there was no response from any of the neighbors. The Planning & Zoning Commission reviewed this application at their meeting last week and approved it with no stipulations. Bob Maxwell with Orsted was in the audience and David Okuwobi, also with Orsted, joined the meeting by ZOOM.

There was no public comment.

In regular session, Bohrer moved to approve the Orsted Conditional Use application C-25-06. Broom seconded the motion. Motion carried 3-0.

- Martin Replat application S-25-05 (see attached)

Back in Public Hearing, Miller presented a Replat application from Elwood Martin for the separation of a shop and residence into two different parcels. The Planning & Zoning Commission reviewed this application at their meeting last week; some potential hurdles were identified for the sales process (well permitting, conditional use permit, etc). The Planning Commission approved the replat application.

There was no public comment.

Back in regular session, Broom moved to approve the Martin Replat application S-25-05. Bohrer seconded the motion. Motion carried 3-0.

Staff Reports:

Road & Bridge Department – Dan Miller

- Bid Recommendation(s);
 - Hydraulic Mulcher (see attached)

The Road & Bridge Department advertised for bids on a mulcher head to fit on their skidsteer for the purpose for clearing right of way brush and trees.

Four bids were received:

- Taza Supplies, South Holland, IL	\$65,876.00
- Rocky Mtn. Machinery, Craig, CO	\$46,000.00
- Wagner Caterpillar, Hayden, CO	\$42,064.05
- Wear Parts & Equipment, Aurora, CO	\$40,799.00

Due to the machine specs and the local support, the Road & Bridge Department recommended that the bid be awarded to Wagner Caterpillar of Hayden for \$42,064.05.

Bohrer moved to approve the bid recommendation for Wagner Caterpillar of Hayden for a hydraulic mulcher for \$42,064.05. Broom seconded the motion. Motion carried 3-0.

➤ Asphalt Striping (see attached)

The Road & Bridge Department advertised for 40 miles of road striping. One bid was received from Stripe-a-Lot for \$79,847.00. The budget for this project is \$100,000.

The Road & Bridge Department recommended awarding the bid for road striping to Stripe-a-Lot for \$79,87.000.

Broom moved to approve the bid recommendation for road striping from Stripe-a-Lot for \$79,87.000. Bohrer seconded the motion. Motion carried. 3-0.

Office of Development Services – Neil Binder

Bid Recommendation:

➤ Roof Top Unit replacement at the Public Safety Center (see attached)

Two roof top units at the Public Safety Center are on a schedule for replacement every year. This year, only one bid was received:

Masterworks Mechanical: \$38,500

The budgeted amount for this project is \$36,000. Masterworks is recommending upgrading (if necessary) these new units to the existing system that allows all of the units to “talk” to the Trane communications system that permits any maintenance work to be remotely analyzed. The potential cost on this upgrade would be \$17,000.

Bohrer made a motion to accept the bid recommendation for the replacement of two roof top units at the Public Safety Center from Masterworks Mechanical for \$36,500 with the possibility of an additional \$17,000 for the communications system upgrade. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:14 am

The next scheduled Board of County Commissioners meeting is Tuesday, August 26, 2025

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

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

Resolution 2025-77

Resolution Supporting the Fundraising, Development and Construction of a Skatepark at

Loudy -Simpson Park

WHEREAS, the Board of County Commissioners of Moffat County (hereinafter "MCBOCC"), State of Colorado, is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Colorado Revised Statutes § 30-11-101, § 30-11-103, and § 30-11-107; and

WHEREAS, The MCBOCC recognizes the importance of providing recreational opportunities for residents of all ages, particularly youth, to encourage healthy lifestyles and community engagement; and

WHEREAS, skateboarding is a widely practiced sport that promotes physical activity, creativity, and social inclusion and there is a growing demand within Moffat County for a safe and dedicated space for skateboarders and other wheeled-sport enthusiasts;

WHEREAS, the MCBOCC supports the Craig Skatepark Alliance and the Community Foundation of Northwest Colorado's desire to raise moneys for the construction of a Skatepark; and

WHEREAS, the MCBOCC has identified an area at Loudy-Simpson Park as a potential area for the construction of a skatepark; and

WHEREAS, the establishment of a skatepark aligns with Moffat County's Master Plan and commitment to enhancing public spaces, fostering youth development and promoting outdoor recreation opportunities for all residents;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY THAT:

- Section 1: The MCBOCC strongly supports the development of a public skate park in partnership with the Craig Skateboard Alliance and the Community Foundation of Northwest Colorado.
- Section 2: If feasibility studies are positive and grants are awarded in an amount and manner that the MCBOCC deems necessary and sufficient for the construction of a skatepark, the MCBOCC strongly supports the completion of the project.
- Section 3: The MCBOCC has identified a baseball diamond at Loudy-Simpson Park as a potential area for the construction of a skatepark
- Section 4: This site is owned by Moffat County and will be owned and maintained by Moffat County upon the construction and completion of a skatepark.
- Section 5: The MCBOCC directs the appropriate county departments to assist in facilitating necessary approvals, planning and coordination efforts for the skatepark's development.

PASSED and ADOPTED this 26th 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)

)

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 26th day of August, 2025.

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

RESOLUTION 2025-78
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF AUGUST

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:

8.26.25

TO: WARRANT FUND	10-0000-2003	\$ 12,857.32	CR
------------------	--------------	--------------	----

VOID FUND	WARRANT #		VENDOR NAME		
GENERAL	441351	7.22.25	County Sheriff's of Colo Inc Duplicate	\$ 215.00	
	441399	7.22.25	Proforce Law Enforcement Duplicate	\$ 2,590.00	
	441252	7.8.25	JP Cooke Company Duplicate	\$ 38.20	
	2168	3.13.23	Department of Treasury Duplicate	\$ 19.75	
	2279	4.24.23	Co Secretary of State Duplicate	\$ 820.00	
	2811	9.28.2023	YVEA	\$ 30.02	
LIBRARY	2784	9.8.2023	Amerigas Proppane Service Duplicate	\$ 289.99	
	5372	6.26.2025	PEAC Solutions Duplicate	\$ 257.12	
HEALTH & WELFARE	5027	4.21.2025	Texas Life Insurance Wrong Amount	\$ 3,871.95	
	2094	01.01.2023	Texas Life Insurance Duplicate	\$ 2,283.15	
	2095	02.01.2023	Texas Life Insurance Duplicate	\$ 2,442.14	
FROM: WARRANT FUND				10-0000-1001	\$ 12,857.32 DR

Adopted this _____ day of _____, 2025

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

WITNESS my hand and seal this _____ day of _____ A.D. 2025

RESOLUTION 2025-79
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:	8/26/2025		
General	110	<u>\$251,524.10</u>	CR	0010.7000
Road & Bridge	200	<u>\$97,717.19</u>	CR	0020.7000
Landfill	240	<u>\$5,916.18</u>	CR	0070.7000
Airport	260	<u>\$3,000.00</u>	CR	0120.7000
Emergency 911	270	<u>\$146.44</u>	CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$1,492.39</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$3,815.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$258,377.17</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,398.75</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$35,741.80</u>	CR	0072.7000
Human Sevices	220	<u>\$1,177.55</u>	CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910	<u>\$8,324.85</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$1,293.23</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$7,928.91</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	<u>\$1,033.12</u>	CR	0050.7000
To Fund				
Warrant		<u>\$678,886.68</u>	DR	

Adopted this 26th day of August, 2025

Chairman

RESOLUTION 2025-80
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 8/16/2025

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 8/29/2025

FROM FUND:

General	0010.7000	\$241,873.50	cr
Road & Bridge	0020.7000	\$139,629.51	cr
Landfill	0070.7000	\$11,730.43	cr
Airport	0120.7000	\$275.36	cr
Library	0130.7001	\$9,761.68	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$5,440.34	cr
Mo Co Tourism	0320.7000	\$2,431.24	cr
PSC Jail	0072.7000	\$58,658.34	cr
Human Services	0030.7100	\$57,587.19	cr
Public Health	0065.7000	\$11,777.54	cr
SM I	0168.7000	\$2,880.28	cr
SM II	0169.7000	\$3,360.40	cr

TO FUND:

Warrant	0100.1000	\$545,405.81	dr
---------	-----------	--------------	----

Adopted this 26th 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 2025-81
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:

	Check Date:	8/26/2025	
FROM FUND:			
General	110	<u>\$38,114.56</u>	CR 0010.7000
Road & Bridge	200	<u>\$393.04</u>	CR 0020.7000
Landfill	240	<u>\$495.66</u>	CR 0070.7000
Airport	260		CR 0120.7000
Emergency 911	270		CR 0350.7000
Capital Projects	510		CR 0160.7000
Conservation Trust	211		CR 0060.7000
Library	212	<u>\$594.86</u>	CR 0130.7001
Maybell Sanitation	610		CR 0280.7000
Health & Welfare	720		CR 0080.7000
Senior Citizens	215	<u>\$2,030.17</u>	CR 0170.7000
Internal Service Fund	710		CR 0325.7000
Lease Purchase Fund	410		CR 0175.7000
NCT Telecom	520	<u>\$1,709.42</u>	CR 0166.7000
Mo Co Tourism Assoc	219	<u>\$976.11</u>	CR 0320.7000
PSC - JAIL	210	<u>\$4,849.35</u>	CR 0072.7000
Human Services	220	<u>\$2,063.43</u>	CR 0030.7100
Public Health	250	<u>\$7,591.08</u>	CR 0065.7000
Sunset Meadows I	910	<u>\$2,442.66</u>	CR 0168.7000
Sunset Meadows I Security	910		CR 0167.7000
Sunset Meadows II	920	<u>\$1,939.43</u>	CR 0169.7000
Sunset Meadows II Security	920		CR 0171.7000
Museum	229		CR 0310.7000
ACET	275	<u>\$3,816.87</u>	CR 0040.7000
Shadow Mountain LID	530		CR 0110.7000
MC Local Marketing District	231	<u>\$159.90</u>	CR 0050.7000
To Fund			
Warrant		<u>\$67,176.54</u>	DR

Adopted this 26th day of August, 2025

Chairman

AGREEMENT

This AGREEMENT ("Agreement") made this 1ST day of JULY, 2025, by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Jeffery L. Sanchez ("Contractor"), whose address is .

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

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

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

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

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, the work identified in the Scope of Work attached to and incorporated in this Agreement by reference as: **Exhibit "A": P.O.S.T. NORTHWEST COLORADO LAW ENFORCEMENT TRAINING ALLIANCE ("NWCLETA")**.

Article 2 - Time of Performance.

2. Services of the Contractor shall commence on the date the Agreement is signed by both parties, and shall be substantially completed on or before June 30, 2026, no matter the date of execution of this Agreement. This Agreement may be extended for a one-year term subject to renegotiation by the parties. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the BOCC and the Contractor.

Article 3 - Compensation/Appropriation.

3. The BOCC shall pay the Contractor for services under this agreement a total NOT TO EXCEED Eight Thousand Three Hundred Ninety-One Dollars and no/100 cents (\$8,391.00), to be paid at the rate of \$699.25 per month. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3.1 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are

appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this Agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

Article 4 – Payment Procedures.

4. CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by the Moffat County Finance Office.

4.1 PAYMENTS: BOCC shall make payments on account of the Contract Price on the basis of Contractor's Applications for Payments per Exhibit "A".

Article 5 - Records, Reports, and Information.

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

Article 6 - Audits and Inspections.

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

Article 7 - Independent Contractor.

7. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent Contractors and not agents or employees of Moffat County. Any provisions in this Agreement that may appear to give Moffat County the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the County as to the end results of the work only. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract.**

Article 8 - No Assignment.

The Contractor shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

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

Article 10 - Indemnification.

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

The obligations of this Section 10 shall not extend to any injury, loss, or damage which is caused by the act or omission or fault of Moffat County. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of § 24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

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

- Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

The Contractor attests that he does not employ any person perform his duties and responsibilities defined in Exhibit A or otherwise contract for services in relation to this agreement. The Contractor further certifies that he does not use his personal vehicle or any vehicle to perform his duties and responsibilities in Exhibit A. The Contractor shall notify the BOCC in the event that he does hire employees or begin using his vehicle to perform services in this agreement. Any failure to adhere to these provisions shall be considered a breach of contract.

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

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof shall be named as an

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

Article 12 - Document Ownership - Works Made for Hire.

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

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

Article 13 - Termination for Cause.

If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 3, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

Article 14 - Termination for Convenience.

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

Article 15 - Conflict of Interest.

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

Article 16 - Modifications.

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

Article 17 - Governing Law.

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

Article 18 - Severability.

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

Article 19 - Notices.

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

County's Representative:

Melody Villard
MCBOCC Chair
1198 W. Victory Way, Ste. 104, Craig, CO 81625
Phone: (970) 824-5516
Email: emiller@moffatcounty.net

Contractor:

Jeffery L. Sanchez

Courtesy Copies to:

Chip McIntyre, Moffat County Sheriff
Moffat County Sheriff's Office
800 W. First Street, Craig, CO 81625
Email: cmcintyre@sheriff.moffat.co.us

Moffat County Attorney's Office
1198 W. Victory Way, Ste. 202, Craig, CO 81625
Phone: 970-826-3404

Article 20 - Headings.

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

Article 21 - Authority.

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

Article 22 - Counterparts and Facsimile Signatures.

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

Article 23 - Force Majeure.

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

Article 24 - Integration of Understanding.

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

Article 25 - Equal Opportunity Employer.

25. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

25.1 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

[The remainder of this page left blank intentionally.]

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

7

Exhibit A

POST Northwest Colorado Law Enforcement Training Alliance (NWCLETA) Jeff Sanchez, Training Coordinator Duties and Responsibilities

NW Colorado POST Region

Jeff Sanchez will work with direction from the NWCLETA board, and in coordination with Moffat County who is the Fiscal Agent for the NW Region. The board is comprised of 13 member agencies including:

- Steamboat Springs Police Department
- 14th Judicial District Attorney
- Craig Police Department
- Fraser/Winter Park Police Department
- Grand County Sheriff's Office
- Colorado State Patrol
- Moffat County Sheriff's Office
- Routt County Sheriff's Office
- Hayden Police Department
- Granby Police Department
- Oak Creek Police Department
- Kremmling Police Department
- Colorado Parks & Wildlife

Duties will include:

Meetings

- Meeting with the NW Board (virtually) approximately six (6) times throughout the grant period.
- Putting together and providing the agenda (which is approved by the Board Chair) for meetings.
- Compiling minutes from previous meetings and presenting to the board for approval.

Reimbursements:

- Process all reimbursement requests for the region including requests for sponsored classes, equipment purchases and scholarships.
- Track all reimbursements and maintain separate budget spreadsheets for total reimbursements / classes / scholarships.
- Work with fiscal agent (Moffat County) and agencies to ensure that reimbursement requests contain all required backup material and are submitted to POST in a timely fashion according to the grant guidelines.

Grant Application:

- Solicit requests from the region in February/March regarding which classes they would like to see for the upcoming year.
- Follow-up with vendors to get up-to-date information and pricing.
- Provide this information to the Board members to assist them in determining how they want to allocate funding.
- Assist in completion of the Grant Application.

Communications:

- Work with contacts and all agencies via email on classes, scholarships, general inquiries, etc.
- Send out a weekly "Training Update" email which provides up-to-date information on upcoming classes.

Reporting:

- Complete all POST quarterly/final grant reports to include the financial section. The fiscal agent (Moffat County) will review and approve these reports.

Miscellaneous:

- Update the NWCLETA Grant Guidelines.
- Research potential for a dedicated website for the Northwest Region to provide information regarding classes, scholarships, and equipment.
- Assist fiscal agent with inventory spreadsheet.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

THIS AGREEMENT is made this 26th day of August, 2025, by and between the City of Craig, hereinafter referred to as "Municipality," and the County of Moffat, a political subdivision of the State of Colorado, hereinafter referred to as "County."

WHEREAS, Municipality does not maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Moffat; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance with Section 31-15-401 (1)(k) C.R.S., Municipality, with the consent of the Board of Moffat County Commissioners, may use the County Jail for the confinement or punishment of Municipal Offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, Municipality and County hereby enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. **Definitions**

- A. Municipal Offender(s) – shall mean offenders placed with County pursuant to this Agreement. Municipal Offender(s) may also be referred to as "Offender(s)" in this Agreement.
- B. Municipal Court – the duly designated judicial entity of Municipality.

2. **Conditions for Acceptance of Municipal Offender(s)**

The following conditions must be met before a Municipal Offender will be accepted for commitment or placement at the Moffat County Jail:

- A. The Offender(s):
 - Must be an adult, 18 years or older.
 - Must be without serious medical and or mental health issues, as determined by the Moffat County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.

➤ Identity must be reasonably established.

- B. The Pre-booking documentation required by the Jail is complete, to include, but not be limited to, the literal description of the municipal ordinance violation; or the literal description of the original municipal ordinance violation, when the booking results from a municipal arrest warrant for failure to appear, failure to comply, failure to complete conditions, failure to pay, or a municipal mittimus.
- C. One of the following forms of documentation from Municipality must accompany the Offender or be provided to County prior to the Offender being accepted and booked into the Jail:
- I. Mittimus Order - A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The Offender may be committed to work release if the Offender meets the minimum acceptance criteria for such jail alternative program, if the program is operational and if space is available, at the sole discretion of the Moffat County Sheriff. At the discretion of the Municipality, mittimus orders (days to serve) may begin while the offender is being held for another jurisdiction or matter, or may begin once the prior hold or matter has been resolved.
- II. Arrest Warrant – An arrest warrant issued subsequent to the effective date of this Agreement shall be accepted only if the arrest warrant/warrant entry:
- 1) includes the literal, (original) municipal ordinance description, (e.g., Failure to Appear/Speeding, Failure to Pay Fines & Costs/Disorderly Conduct, etc.),
 - AND;
 - 2) specifies the amount and type of bond to secure bail, such as:
 - a) an amount of cash;
 - b) an amount of cash or surety;
 - c) personal recognizance after 48 hours;
 - d) Hold without Bond;
- (These requirements shall not apply to arrest warrants issued prior to the effective date of this Agreement.)

Notice of the municipal arrest warrant service shall be made to the Municipal Court clerk by email, telephone, first class mail, or a mutually accepted alternative, no later than the following business day after the arrest. Municipality shall provide the Municipal Court clerk's preferred contact method to County (jail) at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest

warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the Offender has been located when the arrest warrant is confirmed. The Moffat County Jail is not responsible for notice to Municipality, Municipal Court, or Municipal Court clerk other than by the means described in this Agreement.

Penalty Assessment, Summons, or Summons & Complaint – A penalty assessment, summons and complaint, or summons shall be accepted, except when the Municipal Offender is also:

- 1) Cited for violations of Colorado Statutes from the same criminal episode giving rise to the municipal ordinance violation;
- 2) There is an outstanding County or district court arrest warrant;
- 3) A hold has been placed on the Offender by the Colorado Department of Corrections, Adult Parole Division or the 14th Judicial District Probation Department.

Municipal Offenders cannot be released on a personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above set forth circumstances are present.

D. Municipality shall provide County with an Annual Court Appearance Schedule.

3. Description of Services County shall be responsible for the following:

- A. In accordance with the terms of this Agreement, to safely keep every adult Offender lawfully committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. County shall not release the Offender from Jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.
- B. To make record of every adult Offender lawfully committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the Offender and Offender identification information as defined in Sections 24-72-302 (1) and 24-72-302 (2) C.R.S.
- I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the literal description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by County for each Municipal Offender in accordance with the Moffat County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.

- C. To accept Municipal Court orders temporarily detaining Offenders held pursuant to county or district court matters. County is responsible for providing timely notice to the municipal law enforcement agency or Municipal Court detaining the Offender when there has been a disposition of pending county or district court matters. Municipal Offenders shall be held no more than 4 hours, pursuant to a municipal detainer.
 - D. To accurately prepare for and accept bonds and related cash or surety documents, setting court appearances in accordance with Municipal Court schedules, completing mittimi, and completing or preparing other Municipal Court documents required to accept and release Municipal Offenders into and from the Moffat County Jail. County is responsible for making said documents available to the Municipal Court clerk or mailing said documents to the Municipal Court clerk no later than the following work day by first class mail, postage prepaid.
 - E. To afford Municipal Offenders access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The Municipal Offender's classification will be determined by the Moffat County Jail staff.
 - F. To comply with Sections 17-26-109 and 17-26-115 C.R.S. and afford a sentenced Municipal Offender a deduction of time for his/her Municipal Court sentence in a manner consistent with sentenced County offenders.
 - G. To determine sentenced Municipal Offender's eligibility and conditions for furlough consistent with sentenced County offenders. County shall notify the Municipal Court of any Municipal Offender furlough.
- 4. Duration of Agreement – This Agreement shall be effective upon final execution by the appropriate officers of both parties. This Agreement shall continue through December 31, 2025, and shall automatically renew from year to year unless sooner terminated by notice from either party to the other party in accordance with paragraph 5 of this Agreement. At the time this Agreement is terminated, Municipality shall take physical custody of all Municipal Offenders.
 - 5. Termination of Agreement – This Agreement may be unilaterally terminated, with or without cause, by giving thirty (30) days written notice, by either party delivered to the other party in accordance with paragraph 12 "Notices." Within thirty (30) days after delivery of said notice, Municipality shall take physical custody of Municipal Offenders then in County's custody pursuant to this Agreement.
 - 6. Emergency Release – Notwithstanding the provisions of paragraphs 4 and 5 set forth herein, County has the authority to release, on an emergency basis, those Municipal

Offenders when County deems such release necessary due to exigent circumstances. County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. County shall notify the Municipal Court of the Offender's name, date and time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor – In order to administer this Agreement effectively, Municipality shall designate an Agreement Monitor. Until further notice is received, Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the Agreement Monitor shall be effective upon ten (10) days advance written notice to County's Contact Person.
8. County Contact Person – In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as County's Contact Person. Until further notice is received, County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in County's Contact Person shall be effective upon ten (10) days advance written notice to Municipality's Agreement Monitor.
9. Cost and Reimbursement
 - A. Except as otherwise provided in this Agreement, all costs of housing Municipality's Offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the "per offender per day" rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections inmates. Said rate shall begin January 1 of the year following the setting of the rate and continuing to and until December 31 of such year. Municipality shall reimburse County for the day Municipality's Offender is delivered and for every subsequent day that Municipality's Offender is assigned to the Moffat County Jail, but not the day that Municipality's Offender is released from the Moffat County Jail due to completion of sentence or by order of the committing Court.
 - B. For those Offenders who remain in the County Jail for a period of no more than four (4) hours, Municipality shall pay County a processing fee at the rate of fifty (50%) per cent of the fixed offender Per Diem rate set forth in paragraph 9(A).
 - C. If the Municipal Offender is detained in the Moffat County Jail under the concurrent authority of Municipality and of other municipal jurisdictions, Municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the Offender in custody and/or under the supervision of the Moffat County Sheriff.

- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per Offender as provided in paragraph 9(A) above. County shall be reimbursed by Municipality for the costs of extraordinary health care services, as further defined in Schedule B. Offenders participating in secure detention alternative programs are responsible for their own medical, psychiatric and dental care.
 - E. Physical damage to the Moffat County Jail as a direct result of the placement of a Municipal Offender housed therein shall not be considered "usual costs" incidental to the operation of the Moffat County Jail. These costs shall not be part of the costs reimbursed by the fixed rate per offender per day as provided by paragraphs 9(A), 9(B) and 9(C) above. County shall be reimbursed separately by Municipality for these costs.
 - F. Municipality shall be billed monthly by County for the rates set forth in paragraphs 9(A), 9(B) and 9(C) herein. Payment shall be made within thirty (30) days of receipt of County's invoice. Municipality shall reimburse County for extraordinary medical expenses as set forth in Schedule B. Municipality shall reimburse County for non-medical extraordinary expenses incurred under the terms of this Agreement within thirty (30) days of receipt of County's invoice.
10. Transportation – Transportation of Offenders in custody for violation of a municipal ordinance is the sole responsibility of Municipality. If Municipality and County have entered into a separate agreement for law enforcement services, then transportation of Offenders in custody for violation of a municipal ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by County in the course of providing such transportation on behalf of Municipality shall be paid by Municipality as provided therein.
11. Responsibility for Legal Proceedings – Municipality shall be responsible for defending itself and its officers, employees, or agents in any civil action brought against Municipality, its officers, employees, or agents by any Municipal Offender in the physical custody of County. Municipality and its officers, employees, or agents shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of County or County's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.

County shall be responsible for defending itself, its officers, employees, or agents in any civil action brought against County, its officers, employees, or agents by any Municipal Offender in the physical custody of County. County and County's officers, employees, or agents, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Municipality or Municipality's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.

12. Notices – Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the address set forth in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change of address is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.
13. No Third-Party Beneficiary Enforcement – It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Municipality and County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of Municipality and County that any entity other than Municipality or County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
14. Modification and Breach of Contract – This Agreement and the attached schedules contain the entire agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of or to this Agreement and the attached schedules shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
15. Severability – If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.
16. Immunities – Notwithstanding any other provision contained herein, neither party waives any immunities to which they are legally entitled.
17. Budget Constraints – Nothing in this Agreement shall be construed to require the Board of County Commissioners for Moffat County to provide funding not already budgeted for the applicable fiscal year.

Signed and executed the _____ day of August, 2025.

ATTEST:

CITY OF CRAIG,
STATE OF COLORADO

Town Clerk

By: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MOFFAT COUNTY, COLORADO

By: _____
Deputy Clerk to the Board

By: _____
Chair

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE A

1. Until further notice is received, Municipality's Agreement Monitor shall be:

2. Until further notice is received, County's Contact Person shall be:

Nathan Businger, Undersheriff
Moffat County Sheriff's Office
800 West First Street
Craig, CO 81625
Telephone: (970) 824-4495

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE B

The cost of providing to Municipal Offenders routine on-site medical psychological/psychiatric, dental and medications service, customarily provided to persons sentenced to confinement in the Moffat County Jail, shall be considered usual costs incident to the operation of the Moffat County Jail. These usual costs include but are not limited to, regularly scheduled sick call, provided by facility contract inmate health care staff and the dispensing and cost of common prescription medications for routine and minor illnesses.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of Municipality, subject to the authorization provision below. For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to inmates at the Moffat County Jail by the Moffat County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery; ambulance or Air Life transportation. The Moffat County Jail health care provider shall determine when off-site care is required for Municipal Offenders housed at the Moffat County Jail.

Extraordinary medical expenses shall be reimbursed by Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Moffat County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Moffat County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Moffat County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than eight (8) hours after the rendering of care.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE C

1. Any notice to Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

2. Any notice to County provided for in this Agreement shall be sent to:

Board of County Commissioners
1198 West Victory Way, Ste 10
Craig, CO 81625
Telephone: (970) 824-5517

With a copy to:

Chip McIntyre
Moffat County Sheriff
800 West First Street Suite 100
Craig, CO 81625
Telephone: (970) 824-4495

Amy R. Allen

Hamilton, CO 81638

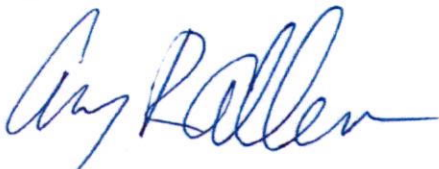
8-7-2025

Dear Erin Miller,

Good day. My name is Amy R. Allen and I am interested in becoming a member of the Hamilton Community Board, in Hamilton, Colorado.

Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy R. Allen', with a stylized, cursive script.

Amy R. Allen



Moffat County Sheriff's Office Fire and Emergency Management

800 West 1st Street, Ste. 100
Craig, Colorado 81625
(970) 826.2308 Phone
(970) 824.9780 Fax

Maybell Ambulance Services
314 Colum Street
Maybell, CO 81640

August 22, 2025

Re: Transfer of Moffat County Reserve Ambulance to Maybell Ambulance
2016 Dodge 4500 4x4 Type 1 Hornet Ambulance

Dear Maybell Ambulance Board/President:

Moffat County Emergency Manager, Todd Wheeler, and the Board of County Commissioners met and decided that it is in the best interest of the citizens of the county to transfer the EMS Reserve ambulance to Maybell Ambulance. Maybell's primary ambulance experienced mechanical failure this past year and due to its age, the cost to repair was prohibitive. Moffat County EMS determined the reserve ambulance is not being used to its full potential and the citizens of western Moffat County deserve a more reliable form of emergency medical transportation.

The Moffat County Reserve EMS Ambulance, specifically, the 2016 Dodge 4500 4x4 Type 1 Hornet Ambulance, with VIN# 3C7WRLBL9GG251679, will be conveyed to the Maybell Ambulance Services.

The BOCC is empowered to sell, convey, or exchange any real or personal property owned by the County and make such order respecting the same as may be deemed conducive to the interest of the inhabitants, and is also empowered to make all contracts and do all other acts in relation to property and concerns necessary to the exercise of its corporate or administrative powers, pursuant to C.R.S. § 30-11-101(c) and (d).

Moffat County will execute, acknowledge, and deliver to Maybell Ambulance any and all further instruments that may be reasonably required to effectuate or implement the transfer of the 2016 Dodge 4500 4x4 Type 1 Hornet Ambulance.

Should you have any questions or concerns regarding the contents of this letter, please feel free to contact my office.

Thank you.

Sincerely,

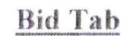
Todd Wheeler, Emergency Manager
Office of Emergency Management, Moffat County, Colorado

Cc: Moffat County Board of County Commissioners
Rachel Bower, Director, Human Resources
Cathy Nielsen, Director, Moffat County Finance
Max Salazar, Esq., Moffat County Attorney

G:\County\Emergency Management (OEM)\EMS RESERVES\2025 EMS Reserve Ambulance Transfer to Maybell Ambulance\25-08-22.Transfer Reserve Ambulance to Maybell Ambulance - OEM Letterhead (DRAFT).docx

Chip D. McIntyre, Sheriff

Todd Wheeler, Sergeant FMO/EM

[illegible]



"Conqueror of Coatings"

QUOTE

The Paint Viking

3845 W. 6th St.
Craig, CO. 81625
paintvikingchris@gmail.com
thepaintviking.com
970-819-2708

DATE: AUGUST 20, 2025
INVOICE # 121

EXPIRATION DATE SEPTEMBER 20, 2025

TO Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

received
8/21/25

EJm
11 am

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Chris Sawyer	Safety Center	Due Upon Completion	ASAP

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Prep: Soft wash with detergent, scrape/sand any loose flaking paint, Spot prime all bare substrates with an appropriate primer where needed, Caulk where needed and mask/drop off all substrates where paint is not desired.		
	Cinder Block: <ul style="list-style-type: none">A. Soft wash with detergent and sand/scrape any loose flaking paint.B. Repair cinder block where needed and grind with 60/80 grit diamond.C. Spot prime all bare substrate with Loxon XPD. Apply caulk where needed with a premium Elastomeric caulk.E. No primer needed, previously.F. Apply two coats of Sherwin William's ConFlex Elastomeric to color of choice. To be back rolled to fill in block and help hide imperfections.		\$30000.00

	Chiseled Block: A. Clean blocks with stiff bristle brush and soft wash with detergent to remove efflorescence. B. No primer needed topcoat is self-priming. C. Apply a flood coat of Conflex Siloxane Water repellent.		\$6750.00
	Metal Roof Flashing: A. Scuff sand and wipe down with thinner. B. Apply a single coat of Sherwin William's BondPlex coat. C. Apply two coats of Sherwin William's Pro Industrial Alkyd Enamel Low Sheento match existing color or color of choice.		\$3000.00
	<u>Estimated time of completion 7-9 days weather permitting. To be started Before October 1st</u>		
	This bid includes all labor material and equipment needed to complete the project, unless otherwise specified. Any colors or substrates that require additional coats for coverage are subject to an additional charge. Any changes to finishes are subject to additional charges. Estimate does not include nights, weekends, or overtime. If at anytime this is asked or required by the contractor/customer each man hour will be billed out at \$90.00. This estimate is based on the ideal time for the painting contractor to be on the project to finish the work as estimated. A weekly schedule can be provided upon request.		
SUBTOTAL			
SALES TAX			
TOTAL			\$39750.00

Quotation prepared by: Chris Sawyer _____

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

Thank you for your business!



August 22, 2025

Moffat County
1198 W. Victory Way
Craig, CO 81625

Re: Development Services seeks to procure Design and Engineering for Loudy-Simpson Park irrigation through a sole source contract.

To Whom It May Concern:

I am Neil Binder, the Development Services Director for Moffat County, Colorado. One of my job duties is to procure County capital assets for Moffat County. Development Services seeks to procure Design and Engineering for Loudy-Simpson Park irrigation through a sole source contract.

Pursuant to the current Moffat County Purchasing Policy, a sole source contract may be entered when a competitive bid process is not feasible, such as when there is only one source for an item/service.

Pursuant to section 24-103-205 of the Colorado Revised Statutes, a contract may be awarded for an item/service without competition when a procurement official determines in writing there is only one source for the required item.

After reviewing the estimate from Hines Inc and attempts to get submittals from other Colorado companies over the past several months, and not having to go through an RFP process due to the quote being under the threshold of \$25000 or less. I find Hines Inc as the only source for this item/service. Thus, it is appropriate for Moffat County to award a sole source contract to Hines Inc. for this item/service.

Thank you

Neil Binder
Director Development Services



2025-08-22

Mr. Neil Binder

Moffat County
1198 W Victory Way, Suite 107
Craig, CO 81625
nbinder@moffatcounty.net

Dear Neil,

Hines Inc is honored to partner with Moffat County to provide Irrigation System Design for Loudy Simpson Ball Park, located in Craig, Colorado. It is assumed that the project site will contain approximately 26 - acres of irrigated turf, native grass & point source drip irrigated plant materials. It is further assumed that the irrigation system will utilize an existing non-potable water supply and a newly replaced pump station (provided by others, as specified by the client) with adequate pressure & flow rate to efficiently operate the irrigation system. Our detailed scope of work & general conditions are attached for your review & approval.

Scope & Fee Summary

Fee

Design Development:

Task 1: Verification of Existing Site Conditions	\$5,500
Hourly Not-To-Exceed	

Task 2: Design Development Non-Potable Irrigation Plan	\$7,500
--	---------

Construction Documents:

Task 3: Preliminary Irrigation Plan Design	\$12,000
--	----------

Total	\$25,000
--------------	-----------------

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,
Meredith Larson

DESIGN DEVELOPMENT- WATER PLANNING SCOPE-OF-WORK**Task 1 - Verification of Existing Site Conditions**

- One (1) site visit to verify the type, size and condition of existing irrigation pump system equipment & infrastructure; confirming water source, irrigation mainline pipe size, routing, age, and material; and reviewing other existing site conditions for planning future irrigation system requirements and equipment preferences.
- Coordinate with the Owner's Representative to gather information on the irrigation water source, pump station operational requirements, and site topographical documentation.
- Obtain applicable State and local design standards.
- Obtain As-built drawings, if available, to document existing system equipment types, sizes, capacity, location, and pipe routing.

Task 2 - Design Development Non-Potable Irrigation Plan

- Attend meetings with the Owner's Representative and design team through project planning & design as authorized by the client & described below.
 - Conference calls/video conference meetings throughout the Design Development scope of design.
- Site irrigation water balance will be developed based on existing landscape to estimate future annual water usage. Water use information will detail the following:
 - Summary of landscape types & quantities for the project site organized by landscape area & project development phase.
 - Peak season water use estimates itemized by plant type.
 - Annual & monthly water use by plant type.
 - Water & cost saving strategies will be presented to include reduced water use for implementing *weather-based irrigation system control, irrigation system performance management, efficient irrigation strategies, & superior system design requirements*.
 - Format will facilitate cross-reference of the above items.
- Validate existing system capacity & create a demolition and reconstruction plan.
- Based on coordination with the Owner & Design Team, Hines will identify & provide preliminary specification of a site sustainable control system to provide the appropriate level of system monitoring & water conservation meeting project budgetary goals and long-term maintenance preferences.
- A preliminary DD drawing of detailed project areas served by irrigation systems including proposed water source(s), water storage requirements, pumping, filtration, and preliminary water treatment requirements, proposed distribution mainline pipe routing, non-potable tap locations with pressure & flow requirements at discreet landscape areas, isolation valve locations, pipe and wiring sleeves under hardscapes, and controller locations with electrical power drop requirements.
- Coordinate with the LA, ME, and Architect on preliminary distribution mainline pipe routing, control wire routing, controller location and power requirements.
- Engineer's Memorandum of Design to include a review of:
 - System approach, infrastructure requirements, costs and key details related to the storage, pumping system, controls, and distribution piping to initial phases of development.
 - Refine costs to develop a specific water source including estimated irrigation infrastructure.
- **Deliverables:**
 - Design Development drawings & Engineer's Report.

- This proposal assumes a total of two (2) submittals: 75% Submittal, receipt of Client Comments, 100% Submittal

CONSTRUCTION DOCUMENT SCOPE-OF-WORK

Task 3 - Preliminary Irrigation Plan Design

- Attend meetings with the Owner's Representative and design team through project planning & design as authorized by the client & described below.
 - Conference calls/video conference meetings throughout the Construction Documentation scope of design.
- Site irrigation water balance will be refined to estimate future annual water usage.
- Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City or local equipment specification and design standards.
- Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:**
 - Seven (7) 24 x 36 drawing sheets at 20 scale, details & specifications.
 - This proposal assumes a total of two (2) drawing submittals: (50% CD & 75% CD)

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: CAD base files and coordinated, reasonable advanced notice of submittal deadlines.

Additional Services

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

Notes:

- Major base changes made after 75% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Not included in this scope-of-work:
 - Development of existing site plans in electronic format
 - Project Permitting for approval or construction
 - Building architectural & structural design
 - MEP design or engineering to incorporate storage tanks into the structure or buildings
 - Design of electrical service to pump station(s), electrical design inside the pump station room
 - Pond design, pond aeration design, raw water turn-out structure design, water rights inventory/evaluation.
 - Civil Engineering or determination of re-irrigation/storm-water capture requirements, design of harvested water production, capture, transport, or delivery systems.
 - LEED/SITES/Similar evaluation, calculations, coordination.
 - 100% CD Submittal
 - Bidding Support
 - Construction Services (Equipment Submittal Reviews, RFI Responses, On-site Observation, As-built Creation)
 - Renovation of irrigation equipment supplying existing-to-remain landscape adjacent to the project limits of work.

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,
Hines Inc.

AGREED TO BY:
Moffat County Representative

Meredith Larson

Authorized Signature

Date

ATTACHMENT A: GENERAL CONDITIONS

1. **Contract Payment Terms – Moffat County** [hereafter referred to as The Client] accepts the following terms of payment to Hines Inc. [hereafter referred to as Hines Inc]:
 - Hines Payment Terms are due in full after 60 days past invoice date.
 - The Client agrees to pay simple interest on each invoice balance at a rate of 1.5% per month.
 - If an attorney is retained to collect an overdue debt, Hines Inc will be reimbursed for all attorney fees and costs.
2. **JOB SITE SAFETY** – Hines Inc or its representatives are not responsible for job site safety, or for construction means, methods, techniques, or appropriateness of installation procedures undertaken by any Contractor.
3. **SUBSTITUTIONS** – Substitution of equipment or specified products is permitted only by written approval of the Irrigation Designer.
4. **HAZARDOUS WASTE** – Hines Inc is not responsible for identifying, locating, discovering, removal or remediation of any hazardous waste, known or unknown at the site; or for the consequences of any hazardous waste materials at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
5. **UTILITY LOCATES** – Hines Inc is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables, or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.
6. **AS-BUILT DRAWINGS** – As-built drawings are required to be submitted to the Owner's Representative by the Irrigation Contractor upon completion of the installation.
7. **OWNERSHIP OF INSTRUMENTS OF SERVICE** – The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
8. **CORPORATE PROTECTION** – It is intended by The Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wyoming corporation, and not against any of the Consultant's individual employees, officers or directors.
9. **CONSEQUENTIAL DAMAGES** – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

10. **INDEMNIFICATION** - The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
11. **LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. **DESIGN SCHEDULES** - Hines Inc is not responsible for changes in design schedules (time extensions) due to circumstances beyond our direct control, such as flood, tornado, earthquake, or other events of nature, or due to untimely receipt of approvals, submittals, shop drawings, or critical information from others such as base drawings, soil analysis reports, and similar documents.
13. **DESIGN REVISIONS** - If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Hines Inc, then Client shall notify Hines Inc of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Hines Inc or its consultants without obtaining Hines Inc's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Hines Inc and to release Hines Inc from any liability arising directly or indirectly from such changes not consented to by Hines Inc. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hines Inc, including Hines Inc's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. Unless required solely as a result of Hines Inc's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Hines Inc's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis. In the event Client uses Hines Inc's work product without retaining Hines Inc to either finalize the Construction Documents or to perform construction observation services, Client releases Hines Inc from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Hines Inc and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

14. DISPUTES - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.
15. STANDARD OF CARE - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
16. SUBMITTAL REVIEW - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.
17. This proposal is automatically revoked if not accepted in writing within 60 days of its date.