

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 8, 2023

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 25 (pgs 3-7); July 31 – Special Meeting (pg 8)

Resolutions:

- b) 2023-81: Payroll (pg 9)
- c) 2023-84: Correction to Resolution 2023-45 (pg 10)
- d) 2023-85: Payment of Warrants (pg 11)
- e) 2023-86 Approving the election of a Secretary-Treasurer from the membership of the Board of Trustees of the Memorial Hospital (pgs 12 & 13)

Contracts & Reports:

- f) Department of Human Services/Colorado Department of Human Services Annual Core Plan (pgs 14-27)
- g) Department of Human Services Core Services Program – Mental Health Services contract w/N. Gavic (pgs 28-31)
- h) Treasurer's Report (pg 32)
- i) Memo of Understanding w/ Steamboat Soccer Club for use of Loudy-Simpson Park Soccer Field for limited dates (pgs 33-36)

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



9:21 AM 8/7/2023

Public Hearing:
8:45 am

- 1) Planning & Zoning – Candace Miller
 - Temporary Use Permit – Trapper Mine – T-23-01 (pgs 37-41)
 - Road Vacation – Beckett – RV-23-02 (pgs 42 & 43)

Staff Reports:

- 2) Development Services – Candace Miller
 - Request waiving bid process for Fire Control System at the Public Safety Center
 - Award contract for Public Safety Center Fire Control System to Commercial Specialists, Inc. (pgs 44-51)
- 3) County Attorney – Rebecca Tyree & Human Resources Department – Rachel Bower
 - Discuss lawsuit mediation decision
- 4) Office of Development Services – Roy Tipton
 - Present change order for BHI (pg 52)
 - Present real estate contract for 551 Tucker Street for consideration

Presentation:

- 5) Northwest Colorado Energy Initiative – Matt Solomon
 - Discuss Northwest Colorado Energy Initiative & request letter of support for grant application for community engagement (pg 53)

Northwest Colorado Center for Independence – Mike Bertram, Staci Nichols & Ashley Simonet

- Program overview

Adjournment

The next scheduled BOCC meeting will be Tuesday, August 22, 2023 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/ajlZnoDTUZM?feature=share>

OR

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

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

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



9:21 AM 8/7/2023

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

July 25, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Roy Tipton; Candace Miller; Jim Howell; Stacy Morgan; Heidi Rogers; Sarah Colding; Kathy Bower; Jim Bassett; Kim Harding; Cathy Nielson; Stephanie Einfeld; Allison Adair; Dan Haskins; Shauana Merrill; Todd Wheeler; Dan Miller; John Williams; Jeff Comstock

Call to Order
Pledge of Allegiance

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

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

Consent Agenda –

Review & Sign the following documents: (see attached)

Minutes:

- a) July 11; July 12 – Special Meeting; Board of Public Health – June 27

Resolutions:

- b) 2023-76: Payroll
- c) 2023-78: Payment of Warrants
- d) 2023-79: P-Cards
- e) 2023-80: Voided Warrants

Contracts & Reports:

- f) Sheriff's Office Mutual Aid Agreement w/Carbon County, WY
- g) Emergency Medical Services Mutual Aid Plan(s)
 - Moffat County EMS Reserve
 - Maybell Ambulance
- h) Department of Human Services TALX Corporate services contract amendment
- i) Department of Public Health Community Health Assessment Plan/Public Health Improvement Plan
- j) Department of Public Health/Colorado Department of Public Health & Environment Emergency Preparedness contract - revised
- k) Annual Forest Service funds distribution letter
- l) Department of Human Services Core Services Program – Mental Health Services contract(s):
 - Psyche, Soma, & Soul Therapy, LLC
 - Children's Wellness Center of CO, LLC
 - S. Coleman
- m) Department of Human Services Colorado Works Program contract w/Prather Productions
- n) Professional Painting Services contract(s) w/Sloop Enterprise:
 - Maybell Wastewater Treatment Facility Wet Well
 - Maybell Park Bath House
- o) Fair entertainment contract w/Sasquatch Party Rentals

Bohrer made a motion to approve the consent agenda items A-O. Broom 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:

Allison Cutler, Dan Haskins and John Williams all voiced opposition to any kind of junk or rubbish ordinance.

Board of County Commissioners & Facilities/Maintenance - Kim Harding

- Discuss modifying Loudy-Simpson Park hours

Due to multiple acts of vandalism and law enforcement calls, it is being suggested that the gate to the back part of Loudy-Simpson Park be closed at 10 pm, rather than 12 am. City parks close at 10 pm, so closing Loudy-Simpson Park at that time would fit well. Harding noted that she has tracked (since the first of June) between \$3000-\$5000 in replacement and repairs from vandalism.

Villard made a motion accept the change of hours at Loudy-Simpson Park from 6 am - Midnight to 6 am - 10 pm. Broom seconded the motion. Motion carried 3-0.

Public Hearing:

8:45 am

Finance – Cathy Nielson

- July Budget Supplemental (Resolution 2023-75) (see attached)

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

Nielson presented the July Budget Supplemental. 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	\$ 165,428.87
Transfers	1,426,303.05
Increase Spending Authority	\$ 42,500.00
Rollovers	\$ 7,392,640.09
Downward Supplemental	\$ 25,000.00
Total Adjustments	\$ 9,051,872.01

Contingency Account History	
Balance as of January 1, 2023	\$ 625,000.00
March Supplemental	\$ 0.00
July Supplemental	\$2,700.00
December Supplemental	\$0.00

Balance as of July 25, 2023	\$ 622,300.00
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Emergency Reserve Account History	
Balance as of January 1, 2023	\$ 1,249,338.00
Balance as of July 25, 2023	\$ 1,249,338.00

Bohrer asked the audience if there was anyone that would like to speak either for or against the July Supplemental Budget. There was no testimony or comments.

In regular session, Broom moved to adopt **Resolution 2023-75** to approve the July 2023 Budget Supplemental as presented. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock

- Renew Brown's Park Alumni Association lease for the Brown's Park School building (see attached)

Comstock gave the background on the building/lease for the Brown's Park School. The County got the building from the School District and leases it to the Brown's Park Alumni Association, but the BLM is the land owner. The process of trying to acquire the land for the BPAA from the BLM has taken a long time. Kathy Bower and Jim Bassett, of the BPAA, came forward to speak. Comstock and the BCC pledged to push on the BLM to try and move the process forward.

Villard moved to approve renewing the Memo of Understanding and lease agreement with the Brown's Park Alumni Association. Broom seconded the motion. Motion carried 3-0.

County Clerk's Office/Elections – Stacy Morgan & Sarah Colding

- Election materials printing vendor bid recommendation (see attached)

The current vendor that the Clerk's Office has had for years for printing of elections materials has decided that they don't want to service any small counties anymore. The Clerk's Office has gone out for bid for a new vendor, and after the interview process, they would like to recommend K & H Election Services for their new election services printing vendor, at a cost of \$20,958.00. Colding said that she really liked K&H because they are geared towards the voter by featuring a tracking system that allows the voter to follow their ballot through the whole process.

Broom moved to approve the Election materials printing bid recommendation for K&H Elections Services, at a cost of \$20,958. Villard seconded the motion. Motion carried 3-0.

Road & Bridge Department – Dan Miller

- GCL bid recommendation revision (see attached)

At the June 2 BCC meeting, the Road & Bridge Department recommended to the board that the bid for the GCL bid for the new landfill cells to Triton Environmental for \$67,465.50. During the process to submit a purchase order, Triton informed the Road & Bridge Department there would be a delivery charge added, bringing the cost up to \$73,851.50. In reexamining the original bids, it was determined that GSE Lining

Technologies is the next lowest bidder at \$67,871.40. The Road & Bridge Department recommends awarding the bid to GSE Lining Technologies for \$67,871.40.

Villard moved to approve the bid recommendation to GSE Lining Technologies in the amount of \$67,871.40, as presented. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton

- DOLA Special Initiatives Funding Grant Application (see attached)

This is a Tier 1 grant through DOLA, from the Energy Impact Assistance Fund, for a feasibility study for a multi-use events center. The feasibility study cost is \$400,000; this grant is for \$200,000 and the other portion would come from LACTF. This project has been identified as one of our top priorities for development.

Broom moved to approve the DOLA Special Initiatives Funding Grant Application. Villard seconded the motion. Motion carried 3-0.

Planning & Zoning – Candace Miller

- Resolution 2023-77: Ballot question (see attached)

The topic of a junk and rubbish ordinance was brought back to the table for discussion last October by concerned citizens at a Planning & Zoning Commission meeting and has been discussed several times since then, both for and against. In an effort to give all citizens of the County some input on this, it's been determined that a question on the November 7, 2023 general election ballot, is the best way to get a better understanding of how the citizens feel regarding this topic. If this gets approved by the voters, it will be developed from there to best fit the community.

Villard moved to approve Resolution 2023-77: Ballot question as presented. Broom seconded the motion. Motion carried 3-0.

Presentation:

NW Colorado Health – Stephanie Einfeld

- Program update

Einfeld gave historic background on the organization and current projects/programs that they serve about 1/3 of the community with.

Meeting adjourned at 9:34 am

The next scheduled BOCC meeting is Tuesday, August 8, 2023

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/UC0d8avRo294jja2irOdSXzQ>

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

July 31, 2023 – Special Meeting

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Rachel Bower; Tara Wojtkiewicz

Call to Order

Commissioner Bohrer called the meeting to order at 9:00 am

Human Resources Department – Rachel Bower & Youth Services – Tara Wojtkiewicz

- Present Personnel Requisition for change of part time to full time position for the Youth Services Department (see attached)

Bower explained that the department would like to convert two part-time positions to one full-time position. One of the part-time positions has been empty since the beginning of July and it has been determined that one full-time position would provide more efficient coverage for the department. This position will supervise youth participating in the Juvenile Diversion Program, respond to Law Enforcement calls and have administrative duties. Bower contacted Employer's Council to ask if we would have to post this position; they said no, since there was no elemental change to the job, just changing part-time to full-time. The current part-time employee will be moving into the full-time position beginning August 6.

Broom moved to approve the Personnel Requisition for change of part time to full time position for the Youth Services Department. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:05 am

The next scheduled BOCC meeting is Tuesday, August 8, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-81
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 07/22/2023

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 08/04/23 Payroll

FROM FUND:

General	0010.7000	\$248,885.96	cr
Road & Bridge	0020.7000	\$155,985.06	cr
Landfill	0070.7000	\$15,406.48	cr
Airport	0120.7000	\$676.26	cr
Library	0130.7001	\$10,925.09	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$7,493.85	cr
Mo Co Tourism	0320.7000	\$3,183.89	cr
PSC Jail	0072.7000	\$64,945.26	cr
Human Services	0030.7100	\$71,949.57	cr
Public Health	0065.7000	\$13,288.87	cr
SM I	0168.7000	\$3,631.72	cr
SM II	0169.7000	\$4,256.88	cr

TO FUND:

Warrant	0100.1000	\$600,628.89	dr
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Adopted this 8th day of August, A.D. 2023

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 2023-84
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF AUGUST 2023
CORRECTION to Resolution 2023-45

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:	Resolution Date:	8/8/2023	
General	110	DR	0010.7000
Road & Bridge	200	CR	0020.7000
Landfill	240	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	CR	0130.7001
Maybell Sanitation	610	CR	0280.7000
Health & Welfare	720	CR	0080.7000
Senior Citizens	215	CR	0170.7000
Internal Service Fund	710	CR	0325.7000
Lease Purchase Fund	410	CR	0175.7000
Telecommunications	520	CR	0166.7000
Mo Co Tourism Assoc	219	CR	0320.7000
PSC - JAIL	210	CR	0072.7000
Human Seviles	220	CR	0030.7100
Public Health	250	CR	0065.7000
Sunset Meadows I	910	CR	0168.7000
Sunset Meadows I Security	910	CR	0167.7000
Sunset Meadows II	920	\$18,154.00 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	CR	0050.7000
To Fund			
Warrant		\$18,154.00 DR	

RESOLUTION 2023-85
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF AUGUST 2023

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:	8/8/2023	
General	110	<u>\$93,176.02</u>	CR 0010.7000
Road & Bridge	200	<u>\$15,308.43</u>	CR 0020.7000
Landfill	240	<u>\$5,028.73</u>	CR 0070.7000
Airport	260	<u></u>	CR 0120.7000
Emergency 911	270	<u>\$121.74</u>	CR 0350.7000
Capital Projects	510	<u>\$239,615.69</u>	CR 0160.7000
Conservation Trust	211	<u></u>	CR 0060.7000
Library	212	<u>\$1,072.12</u>	CR 0130.7001
Maybell Sanitation	610	<u>\$480.00</u>	CR 0280.7000
Health & Welfare	720	<u>\$224,047.79</u>	CR 0080.7000
Senior Citizens	215	<u>\$49.47</u>	CR 0170.7000
Internal Service Fund	710	<u></u>	CR 0325.7000
Lease Purchase Fund	410	<u></u>	CR 0175.7000
NCT Telecom	520	<u></u>	CR 0166.7000
Mo Co Tourism Assoc	219	<u></u>	CR 0320.7000
PSC - JAIL	210	<u>\$5,838.76</u>	CR 0072.7000
Human Seviles	220	<u>\$5,653.36</u>	CR 0030.7100
Public Health	250	<u>\$2,689.41</u>	CR 0065.7000
Sunset Meadows I	910	<u>\$2,226.48</u>	CR 0168.7000
Sunset Meadows I Security	910	<u></u>	CR 0167.7000
Sunset Meadows II	920	<u>\$7,113.80</u>	CR 0169.7000
Sunset Meadows II Security	920	<u></u>	CR 0171.7000
Museum	229	<u></u>	CR 0310.7000
ACET	275	<u>\$1,590.35</u>	CR 0040.7000
Shadow Mountain LID	530	<u></u>	CR 0110.7000
MC Local Marketing District	231	<u></u>	CR 0050.7000
To Fund Warrant		<u>\$604,012.15</u>	DR

Adopted this 8th day of August, 2023

Chairman

RESOLUTION 2023 - 86

APPROVING THE ELECTION OF A SECRETARY-TREASURER FROM THE MEMBERSHIP OF THE BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL

WHEREAS, the Board of Commissioners of the County ("BOCC") of Moffat, State of Colorado, is empowered to authorize the Board of Trustees of The Memorial Hospital d/b/a Memorial Regional Health ("MRH") to elect from its membership a Secretary-Treasurer to receive and disburse all the moneys under the control of the Board of Trustees as ordered by it. The Trustees may also appoint an Assistant Secretary-Treasurer from outside the membership of the Board of Trustees, pursuant to C.R.S. § 25-3-303(1)(b); and

WHEREAS, MRH is a county hospital as defined by Colorado Revised Statute § 25-3-301, *et. seq.* The public hospital board has exclusive control of the use and expenditure of all moneys collected to the credit of the hospital, pursuant to C.R.S. § 25-3-304 (1); and

WHEREAS, the Board of Trustees for MRH is a duly and regularly created, established, organized and existing public hospital board created by Moffat County, Colorado, pursuant to Title 25, Article 3, Part 3, C.R.S. ("Hospital Act") and existing as such under and pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the Board of Commissioners of the County of Moffat has learned that MRH desires to elect from its membership a Secretary-Treasurer to receive and disburse all the moneys under the control of the Board of Trustees as ordered by it. The Board therefore finds it is in the best interests of the inhabitants of Moffat County for MRH to be authorized to elect from its membership a Secretary-Treasurer to receive and disburse all the moneys under the control of the Board of Trustees as ordered by it; and

WHEREAS, MRH, acting through its Board of Trustees, has determined that the election of a Secretary-Treasurer from its membership to receive and disburse all the moneys under the control of the Board of Trustees as ordered by it, as well as the ability to appoint an Assistant Secretary-Treasurer from outside the membership of the Board of Trustees, assists the hospital organization and enhances the delivery of healthcare services; and

WHEREAS, the BOCC of Moffat County, Colorado, acting pursuant to C.R.S. § 30-11-101 and C.R.S. § 25-3-303(1)(b) has full authority to adopt a resolution so the MRH Board of Trustees may elect one of their members as Secretary-Treasurer and have the ability to appoint an Assistant Secretary-Treasurer from outside the membership of the Board of Trustees as it deems appropriate; and

WHEREAS, the Board of Trustees of MRH has requested the BOCC of Moffat County to authorize the election of a Secretary-Treasurer from its membership, as well as the ability to appoint an Assistant Secretary-Treasurer from outside the membership of the Board of Trustees, to assist the hospital organization and enhance the delivery of healthcare services.



NEW Core Plan

(Last Revised 06/15/2023)

Is the County submitting a Core II Plan? [] Yes [X] No

Programmatic Pieces from County Core Plan Experts

Core Services Program/Volume 7:

- List of Definitions of Services - ([Link to Volume 7.3](#))
 - Cut & paste this into your browser to access:
<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=10689&fileName=12%20CCR%202509-4>
- County Designed Services
 - Family Engagement Meetings
 - Parenting Love and Logic Way
- Is this service innovative and/or otherwise unavailable in this county? Yes or ☒ No
- Can this service be funded by Medicaid or private insurance instead of Core? Yes or ☒ No
- We ask that each county add the required signature lines to the first or last page of their plan prior to uploading the plan to DocuSign.

Which Core goal does this service best meet? (Check the box next to the selection)

- ☒ 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; or
- 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.



COUNTY DESIGN NARRATIVE SECTION

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis.

For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below.

The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Definition of Core Services: **7.303.1 Definitions**
2. Describe the service and components of the service; define the goals of the program. **7.303.11 Program Goals**
3. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails. **7.303.12 Access**
4. Define the eligible population to be served. **7.303.13 Program Eligibility**
5. Define the time frame of the service. **7.303.15 Service Time Frames**
6. Define the workload standard for the program: • the number of cases per worker, • the number of workers for the program, and • the worker-to-supervisor ratio. **see 7.303.16 for Workload Standards**
7. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent in rule?
8. Define the performance indicators that will be achieved by the service, **see 7.303.17.**
9. Identify the service provider.
10. Define the rate of payment (e.g., \$100.00 per session/episode).

Signatures:

Signature, County Department of Human Services

Date

Signature, Chair, Board of County Commissioners

Date

CORE SERVICES COUNTY DESIGNED SERVICE

Service Name: **Family Engagement Meetings**

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis. For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below. The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Describe the service and components of the service; define the goals of the program.

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.

2. **Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails.**

The service detail is already an option in Trails.

3. 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.

4. 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.
5. 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 currently only 2 staff (more when vacancies are filled).
 - worker to supervisor ratio. Currently 2:1 but when fully staffed 6:1.
6. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent, see 7.603.1 for guidelines.
- Employees and contracted providers are required to attend state provided training specific to family engagements meetings.
7. Define the performance indicators that will be achieved by the service, see 7.303.18.
- 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.
8. **Identify the service provider.**
- This is a direct service provided by staff members at MCDHS and contracted provider(s).
9. **Define the rate of payment (e.g., \$100.00 per session/episode).**
- Moffat County is contracted with a facilitator in which the contracted amount shall not exceed \$25,000 per year.

Service Name: Parenting the Love and Logic Way

Optional services approved as a part of the county's Core Services Plan are approved on an annual basis. For a County Designed Service to be extended beyond one year, this portion of the plan must be submitted and approved annually by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below. The information listed below is to be completed for each County Designed Service and included in the County(ies)' Core Services Program Plan.

1. Describe the service and components of the service; define the goals of the program.

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.

2. Indicate if a new Trails service detail is necessary for this County Designed Program or that the service detail is already an option in Trails.

The service detail is already an option in Trails.

3. Define the eligible population to be served:

CORE Services Program criteria - including imminent risk

This service will not exclude any age

Participants agree to actively participate in the program or to be Court ordered to participate

4. Define the time frame of the service:

Parenting with the Love and Logic is a six-week program.

5. 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
- Worker to supervisor ratio: 1:8

6. Define the staff qualifications for the service, e.g., minimum caseworker III or equivalent, see 7.303.17 for guidelines.

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.

7. **Define the performance indicators that will be achieved by the service, see 7.303.18.**
To improve parental competency to maintain sound family relationships.
To improve the ability of each family to resolve conflicts and disagreements.
8. **Identify the service provider:**
This program will be provided by the MCDHS and Connection 4 Kids.
9. **Define the rate of payment (e.g. \$25,0000 per month)**
Moffat County is contracted with Connection 4 Kids to provide this services, service is not to exceed \$15,000 per year.

SERVICE	Check here if included in (PA3) (Prevention)	Check here if included in (PA4) (Youth in Conflict)	Check here if included in (PA5)	Check here if included in (PA6) (Adoption at risk of disruption, FYIT)
Home-Based Intervention	X	<input checked="" type="checkbox"/>	X	X
Intensive Family Therapy	X	<input checked="" type="checkbox"/>	X	X
Sexual Abuse Treatment	X	<input checked="" type="checkbox"/>	X	X
Day Treatment	X	<input checked="" type="checkbox"/>	X	X
Life Skills	X	<input checked="" type="checkbox"/>	X	X
County-Designed Service	X	<input checked="" type="checkbox"/>	X	X
SEA - (Special Economic Assistance)	X	<input checked="" type="checkbox"/>	X	X
Aftercare Services	X	<input checked="" type="checkbox"/>	X	X
Mental Health Services	X	<input checked="" type="checkbox"/>	X	X
J. Substance Abuse Treatment	X	<input checked="" type="checkbox"/>	X	X

- Aftercare Services: Any of the Core Services provided to prepare a child for reunification with his/her family or other permanent placement and to prevent future out-of-home placement of the child.
- County Designed Services: An optional service tailored by the specific county to meet the needs of families and children in the community in order to prevent the out-of-home placement of children or facilitate reunification or another form of permanence. County-designed services encompass components of the menu of Core Services, yet are structured in their delivery and tracked uniquely to gain detailed data on evidenced-based programs, as well as programs that are providing positive outcomes in communities around the state.
- Day Treatment: Comprehensive, highly structured services that provide education to children and therapy to children and their families.
- Home-Based Intervention: Services provided primarily in the home of the client and include a variety of services, which can include therapeutic services, concrete services, collateral services, and crisis intervention directed to meet the needs of the child and family. See Section 7.303.14 for service elements of therapeutic, concrete, collateral, and crisis intervention.
- Intensive Family Therapy: Therapeutic intervention typically with all family members to improve family communication, functioning, and relationships.
- Life Skills: Services provided primarily in the home that teach household management, effectively accessing community resources, parenting techniques, and family conflict management.
- Mental Health Services: Diagnostic and/or therapeutic services to assist in the development of the family services plan and to assess and/or improve family communication, functioning, and relationships.

- Sexual Abuse Treatment: Therapeutic intervention designed to address issues and behaviors related to sexual abuse victimization, sexual dysfunction, sexual abuse perpetration, and to prevent further sexual abuse and victimization.
- Special Economic Assistance: Emergency financial assistance of not more than \$2,000 per family per year in the form of cash and/or vendor payment to purchase hard services. See Section 7.303.14 for service elements of hard services.
- Substance Abuse Treatment Services: Diagnostic and/or therapeutic services to assist in the development of the family service plan, to assess and/or improve family communication, functioning, and relationships, and to prevent further abuse of drugs or alcohol.

County FTEs Funded With Core
Core Services Program

County(ies):	Moffat
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How many total FTEs are funded using your county's Core Services allocation?	1
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Using the list below, please subdivide your county's total number of FTEs according to what area of child welfare they spend the most time working in.

Example: If you have an employee whose position is funded using Core and that employee spends 25% of their time working on primary prevention efforts, 25% of their time working on family engagement, and 50% of their time working on adoptions, then the assignment of that FTE's job duties toward the total number of FTEs for your county would be:

Primary Prevention .25 FTE, Family Engagement .25 FTE, and Adoptions .5 FTE.

Job Duties that Align with Core Goals	Total Number of FTEs
FEM Facilitator- Contracted Employee	1
Total number of FTEs funded through Core:	1

**80/20 Funding Summary
Core Services Program**

County(ies):	Moffat
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Service Name:	Allocation Percentage:
Life Skills	30
Sexual Abuse	2
Aftercare Services	18
Intensive family Therapy	30
Homebased Services	20

Total 80/20 Allocation Percentage	100%
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**100% Funding Summary
Core Services Program**

County(ies):	Moffat
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Service Name:	Allocation Percentage:
FEM	17
Love and Logic	10
SEA	3
Sexual Abuse	70
Substance Abuse and Mental Health is a shared allocation with Routt, Grand, Jackson and Rio Blanco Counties.	\$159,390 \$45,111

Total 100% Allocation Percentage	100%
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**Final Budget Page
Core Services Program**

County(ies):	Moffat
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CFMS Function Code:	Service Name:	80/20 Allocation Percentage	100% Allocation Percentage
1840	Sexual Abuse	2	
	Aftercare Services	18	
1810	Intensive family Therapy	30	
1800	Homebased Services	20	
1856	FEM		17
	Love and Logic		7
	Mental Health		Shared
	SEA		3
	Substance Abuse		Shared
1820	Life Skills	30	
	Sexual Abuse		73
Totals:		100	100

*CFMS Function Codes 17xx denotes 80/20 allocation funded Core Service

**CFMS Function Codes 18xx denotes 100% allocation funded Core Service



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 Program Services, provided or purchased, will be accessible to children and their families who meet the eligibility criteria set forth in Rule Manual 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 the State Department 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 Manual 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.



Resource List:

1. Volume 7 - [Child Welfare Services \(12 CCR 2509-4 \) effective 03/02/2023](https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=10689&fileName=12%20CCR%202509-4)
 - o <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=10689&fileName=12%20CCR%202509-4>
2. [Colorado Code of Colorado Regulations webpage](https://www.sos.state.co.us/CCR/DisplayRule.do?action=ruleinfo&ruleId=2823&deptID=9&agencyID=107&deptName=Department%20of%20Human%20Services&agencyName=Social%20Services%20Rules%20(Volume%207;%20Child%20Welfare,%20Child%20Care%20Facilities)&seriesNum=12%20CCR%202509-4) (for future updates to this Volume 7 PDF)
 - o [https://www.sos.state.co.us/CCR/DisplayRule.do?action=ruleinfo&ruleId=2823&deptID=9&agencyID=107&deptName=Department%20of%20Human%20Services&agencyName=Social%20Services%20Rules%20\(Volume%207;%20Child%20Welfare,%20Child%20Care%20Facilities\)&seriesNum=12%20CCR%202509-4](https://www.sos.state.co.us/CCR/DisplayRule.do?action=ruleinfo&ruleId=2823&deptID=9&agencyID=107&deptName=Department%20of%20Human%20Services&agencyName=Social%20Services%20Rules%20(Volume%207;%20Child%20Welfare,%20Child%20Care%20Facilities)&seriesNum=12%20CCR%202509-4)
3. [Volume 7 for Core Services Effective 20230302 - 12 CCR 2509-4](https://docs.google.com/document/d/12fHsbggj3Aw-8NXJf_jcn42UjXeDvOwJ/edit?usp=sharing&oid=101377615796361637579&rtpof=true&sd=true)
 - o https://docs.google.com/document/d/12fHsbggj3Aw-8NXJf_jcn42UjXeDvOwJ/edit?usp=sharing&oid=101377615796361637579&rtpof=true&sd=true

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH TREATMENT SERVICES
JUNE 1, 2023 – MAY 31, 2024**

1. THIS CONTRACT, made this 8th day of August, 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Natalie Gavic, 317 3rd Street, P.O. Box 776018, Steamboat Springs, CO 80477**, hereinafter called "Contractor."
2. This Contract will be effective **June 1, 2023 until May 31, 2024**, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Treatment Services** to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. Family Counseling: \$120/Hour
 - b. Individual Counseling: \$120/Hour
 - c. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year

The amount to be expended pursuant to this Agreement shall **not exceed TEN THOUSAND DOLLARS AND NO /100 CENTS (\$10,000.)**. The Moffat County Board of County Commissioners 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.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursement for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated.

6. 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 County 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 County monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7(b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and education information as appropriate to referral.
- d. To monitor the provision of contracted services.
- e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

8. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two (2) months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of services as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment participation.
 - iii. Contractor will provide County with a printed, comprehensive test result for each test that is billed for. The test result will provide a breakout of the substances tested for and results of the presence of each in the test sample was extraordinary in any way, i.e., temperature, color, amount, etc.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et. seq.*, C.R.S. , as amended.

- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation and Employer's Liability and Unemployment Insurance in accordance with Sections 8-40-101 and 8-70-101, *et. seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

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

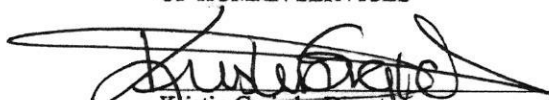
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance shall be delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** 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 Moffat County.

9. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

Purchase of Service Contract
Core Services Program
Moffat County/Natalie Gavic
Page 4

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

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Kristin Grajeda, Director

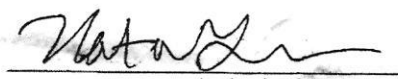
7/31/23
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

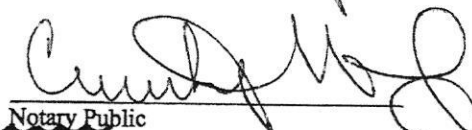

_____, Authorized Representative
Natalie Gavic (Business Name)

~~6-21-23~~ 7-24-23
Date ^{error not}

STATE OF COLORADO)
COUNTY OF Routt) ss.

Subscribed and affirmed to before me this 24th day of July, 2023,
by Natalie F. Gavic, Independent Contractor.

Witness my hand and seal.


Notary Public

04Contract\DEIS Contract\2023-2024 CORE Service Contract\Natalie Gavic

COURTNEY HERNANDEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20094021039
MY COMMISSION EXPIRES NOV 23, 2025

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
JUNE 31, 2023 THRU JULY 31, 2023

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	29,724,497.42	37,744.71	716,834.53	2.08		114,604.19		-20,556.83	-995,631.59	29,577,494.51
ROAD & BRIDGE FUND	11,341,945.05		117,778.37		98,841.90	6,402.95			-663,700.95	10,901,267.32
DEPARTMENT OF HUMAN SERVICES	1,562,072.65	2,171.13	145,475.63	.12		14,505.47			-210,092.10	1,514,132.90
ACET	267,734.31								-1,238.13	266,496.18
MOFFAT COUNTY LOC MRKT DIST	816,926.16		14,132.32						-43,451.46	787,607.02
CONSERVATION TRUST FUND	204,637.02		644.32					-6.44		205,274.90
MOFFAT COUNTY PUBLIC HEALTH	831,848.53	756.02	139,358.06	.04					-50,334.02	921,628.63
LANDFILL	1,615,862.23		74,343.87					-692.56	-79,243.85	1,610,269.69
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,379,830.52		90,703.10			1,449.76			-173,192.10	1,298,791.28
COUNTY HEALTH & WELFARE	3,566,160.71		331,152.73			1.19			-274,546.35	3,622,768.28
MEMORIAL REGIONAL HEALTH	322,385.64	5,815.53		.32			-322,385.64			5,815.85
WARRANT FUND - COUNTY	626,158.45					2,773,642.34	-3,158,953.46			240,847.33
SHADOW MTN LOCAL IMPROVE DIST	192,934.18		217.44			39.00				193,190.62
AIRPORT FUND	242,526.72		44,842.98					-438.34	-7,754.80	279,176.56
PUBLIC LIBRARY	472,250.08		1,807.04					-18.07	-27,299.20	446,739.85
COLO NORTHWEST COMM COLLEGE	333,188.72	5,817.63		.32	12,358.59		-333,188.72	-58.17		18,118.37
M C SCHOOLS RE#1 - GENERAL	3,150,796.64	54,052.49	10,255.91	2.86	141,228.10		-3,150,796.64	-145.24		205,394.12
CAPITAL PROJECTS FUND	6,064,938.28		32,358.84			5,044.97			-300,335.95	5,802,006.14
PUBLIC SAFETY CENTER - CAP PROJ	541.77		.96							542.73
NC TELECOM ESCROW ACCOUNT	256,208.68		806.69						-824.46	256,190.91
SUNSET #1 SECURITY DEPOSIT	18,069.64		929.00							18,998.64
SUNSET MEADOWS #1	729,879.16		43,972.07			352.20			-21,792.63	752,410.80
SUNSET MEADOWS #2	232,966.23		39,293.24			11,784.55			-35,399.61	248,644.41
SENIOR CITIZENS CENTER - 15	183,268.85		9,590.46						-17,653.21	175,206.10
SUNSET #2 SECURITY DEPOSIT	17,347.20		495.00						-1,541.23	16,300.97
COURTHOUSE LEASE PURCHASE FUND	1.00								-1.00	0.00
SCHOOLS RE#1 - BOND	688,317.75	12,428.03		.54			-688,317.75			12,428.57
CITY OF CRAIG	288,485.71	17,884.81			12,950.97	10,158.80	-288,485.71	-353.36		40,641.22
TOWN OF DINOSAUR	1,792.26	1,337.75			262.96	288.13	-1,792.26	-26.41		1,862.43
CAPITAL FUND - CITY OF CRAIG	33,947.48	2,104.59			1,524.00		-33,947.48	-41.58		3,587.01
ARTESIA FIRE PROTECTION DISTRICT	2,486.23	820.31			323.54		-2,486.23	-40.33		1,103.52
CRAIG RURAL FIRE PROTECTION DIST	280,545.44	5,035.30			9,624.45		-280,545.44	-246.79		14,412.96
MAYBELL IRRIGATION	5,993.62	126.69			200.60					6,320.91
MAYBELL SANITATION	145,542.10		5,858.25			26.00		-58.58	-2,036.03	149,331.74
COLO. RIVER WATER CONSERVATION	53,473.30	970.71		.05	2,063.20		-53,473.30	-47.59		2,986.37
YELLOW JACKET CONSERVANCY DIST.	2,753.95	7.74			66.84		-2,753.95	-3.38		74.20
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,332.26	.41					-1,332.26	-.02		0.39
MOFFAT COUNTY TOURISM -LODGING 19	173,317.04		897.45						-11,536.91	162,677.58
INTERNAL SER FUND-CENTRAL-DUP	95,781.86		1,324.57						-569.51	96,536.92
JUNIPER WATER CONSERVANCY DIST.	38,178.49		52.22					-.52		38,230.19
HIGH SAVERY WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	105,467.35	54.58			2,986.29		-105,467.35	-2.67		3,038.20
911 FUND	626,064.86		16,169.41						-3,275.58	638,958.69
ADVANCE TAXES - REAL ESTATE	120.13		9,017.08							9,137.21
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	587,259.60		452,617.87				-564,118.06			475,759.41
CHECK CHANGE ACCOUNT	0.00		1,544.88				-1,544.88			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		1,012.33				-1,012.33			0.00
PAYROLL EFT TAX PAYMENTS	0.00		323,753.59				-323,753.59			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		282,431.44				-282,431.44			0.00
COUNTY SALES & LEASES	0.00		6,051.99							6,051.99
MOTOR VEHICLE REGIST.	16,849.88		7,492.63						-16,849.88	7,492.63
2018 TREASURERS TAX DEED	2,336.70						-593.30			1,743.40

MEMORANDUM OF UNDERSTANDING BETWEEN THE MOFFAT COUNTY BOARD OF COMMISSIONERS AND THE STEAMBOAT SOCCER CLUB

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into the ^{3RD} day of ^{AUGUST} July, 2023, between the Moffat County Board of Commissioners whose address is 1198 West Victory Way #104, Craig, CO 81625, and the Steamboat Soccer Club, whose mailing address is PO Box 770661, Steamboat Springs, CO 80477 (collectively the "Parties").

PURPOSE

This MOU will outline the expectations and agreements between the Steamboat Soccer Club and Moffat County Commissioners for access to facilities, soccer fields, field maintenance, and payment for said facility and field use by the Steamboat Soccer Club.

DESCRIPTION OF FACILITY AND FIELD USAGE

- STEAMBOAT SOCCER CLUB will have unrestricted access to two (2) Loudy-Simpson soccer fields for five (5) weeks, beginning on August 28, 2023 through September 27, 2023 for the purpose of soccer practice and games.
- Soccer practice will commence on or about August 28, 2023, and will end on September 27, 2023. Soccer practice and games will take place over the course of five (5) weeks on Monday and Wednesday evenings from 5:00 PM to 7:00 P.M. The STEAMBOAT SOCCER CLUB may access, and have priority for field usage, between 5:00 PM and 7:00 PM daily during dates as stated.

MOFFAT COUNTY COMMISSIONERS RESPONSIBILITIES

- Moffat County shall be responsible for all mowing, watering, and maintenance of the soccer fields and restroom facilities.
- Moffat County agrees to stripe fields per NJCAA prior to the first date of soccer practice and as needed for practice fields as determined and agreed by STEAMBOAT SOCCER CLUB coaching staff and the Moffat County Facilities Director.
- Moffat County shall not be responsible for any maintenance or striping of the soccer fields in the event there is substantial snow on the ground. Non-exclusive use of restroom facilities is available at the East restrooms at Loudy-Simpson.
- Moffat County shall provide two (2) soccer goal frames and two (2) soccer nets per field.
- Moffat County shall allow STEAMBOAT SOCCER CLUB to use all of the team benches not currently in use for softball or baseball.
- Moffat County agree to allow players and spectators access to restroom facilities during all practice sessions and all home games scheduled on the dates agreed upon herein.

STEAMBOAT SOCCER CLUB RESPONSIBILITIES

- STEAMBOAT SOCCER CLUB shall pay Moffat County the sum of One Hundred Dollars (\$100.00) for unrestricted access to two (2) Loudy-Simpson soccer fields, field maintenance and restroom facilities between August 28, 2023 through September 27, 2023.
- Except for the soccer goal frames and nets mentioned above, STEAMBOAT SOCCER CLUB shall provide soccer equipment necessary to meet NJCAA regulations and as needed for competitive play.

DURATION

This MOU shall become effective upon being signed by the authorized officials from the Steamboat Soccer Club and Moffat County Board of Commissioners. This MOU may be terminated in whole or in part by either party upon thirty (30) days prior written notice. In the absence of a written termination of this MOU signed by the authorized officials from either the Steamboat Soccer Club and/or the Moffat County Board of Commissioners, this MOU shall end on October 1, 2023.

NOW THEREFORE, in consideration of the mutual promises contained herein the Parties mutually agree as follows:

1. Legal Authority. The Parties warrant that each possesses the legal authority to enter into this MOU and that each Party has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind the Party to its terms. Each party shall consult and rely upon its own tax advisors and legal counsel.
2. Representatives and Notice. Any notice or written consent of the Parties required by this MOU, shall be provided to the following designated representative: **Fields Brown**, Club Director of the Steamboat Springs Soccer Club.
3. Successors. Except as herein otherwise provided, this MOU shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
4. Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to STEAMBOAT SOCCER CLUB and/or Moffat County and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Parties that any such person or entity, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.
5. Governmental Immunity. Notwithstanding any other provision of this MOU to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The

Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, political subdivisions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

6. Governing Law. This MOU shall be governed by Colorado law.
7. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such Party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
8. Severability. To the extent that this MOU may be executed and performance of the obligations of the Parties may be accomplished within the intent of the MOU, the terms of this MOU are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
9. Waiver. The waiver of any breach of a term, provision, or requirement of this MOU shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.
10. Entire Understanding. This MOU is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both Parties.
11. Survival of Contract Terms. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this MOU which may require continued performance, compliance or effect beyond the termination date of the MOU shall survive such termination date and shall be enforceable by the STEAMBOAT SOCCER CLUB and the Moffat County Board of Commissioners.
12. Modification and Amendment. This MOU is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this MOU on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless agreed to in writing by both Parties in an amendment that is properly executed and approved in accordance with applicable law.
13. Assignment. Neither Party may transfer, assign or subcontract any rights and obligations hereunder without prior written consent of the other Party. Any attempt at assignment, transfer, subcontracting without such consent shall be void.

14. Counterparts. This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
15. No State Funds. This MOU does not commit STEAMBOAT SOCCER CLUB to expend State funds. Financial obligations of STEAMBOAT SOCCER CLUB are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MOFFAT COUNTY BOARD OF COMMISSIONERS AND THE STEAMBOAT SOCCER CLUB

<p>Moffat County Commissioners 1198 W. Victory Way, Ste. 104 Craig, CO 81625 970-824-5517 E: emiller@moffatcounty.net</p> <p>MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, CO</p> <p>By: _____ Chair of the Moffat County Board of Commissioners</p> <p>Date: _____</p> <p>Attest:</p> <p>By: _____ Clerk of the Board</p> <p>Date: _____</p>	<p>STEAMBOAT SOCCER CLUB</p> <p>By: <u>Fields Brown</u> Fields Brown, Club Director</p> <p><u>Physical Address:</u> 2667 Copper Ridge Road, Unit 2 Steamboat Springs, CO 80487</p> <p><u>Mailing Address:</u> PO Box 770661, Steamboat Springs, CO 80477</p> <p>E: fields@steamboat-soccer.com Phone: 919-880-7925</p> <p>Date: <u>8/3/2023</u></p>
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Moffat County BOCC Meeting – August 8th 2023

Application: T-23-01

Applicant: Trapper Mine

Description: Application for 12-month Temporary Use

Location: Section T12N, R90W

Access: Existing

Staff Comments: The applicant wants to establish 10 RV hookup sites to accommodate workforce needs.

Attachments: Copy of Application, parcel map/project description

Results: Approved with no stipulation by planning commission board- 8/1/2023

Note:

111080001420

Approved 7/13/23 *KW*



Planning Department
1198 W Victory Way, Suite 107
Craig, Colorado 81625
(970) 824-9148
(970) 824-9193 fax

No. T 2301

Fee: \$30.00

Paid: 7-6-2023

APPLICATION FOR TEMPORARY USE

Applicant: Trapper Mining Inc. Home Phone: 970-826-6112
mailing: PO Box 187, Craig CO 81626
Address: 25910 Hwy 13, Craig CO 81625 Work Phone: 970-826-6112

Owner: Trapper Mining Inc. Phone: 970-826-6112

Address: same

Agent: Kristora Mielke Phone: 970-826-6112

Address: PO Box 187, Craig CO 81626

Acreage: _____ Zoned: _____

Legal Description: _____

Type of Water System: Public () Private ☒ Existing ()

Type of Sewage System: Public () Private ☒ Existing ()

Describe in detail the type of use desired: 10 RV Hookup Sites

Time Limit: () 2 weeks () 2 months () 6 months ☒ 12 months

Include a map showing the general location of the property, roads and easements in relation to the proposed Temporary Use. The map should include at least a 200 feet perimeter and show access to the property from a public road.

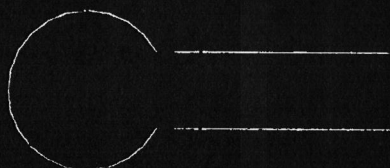
Date: 7/13/23 Signature: Trapper Mining Inc.

Applicant

K Mielke

Agent

The above signed authorizes the Moffat County Commissioners or their designee to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed temporary use.

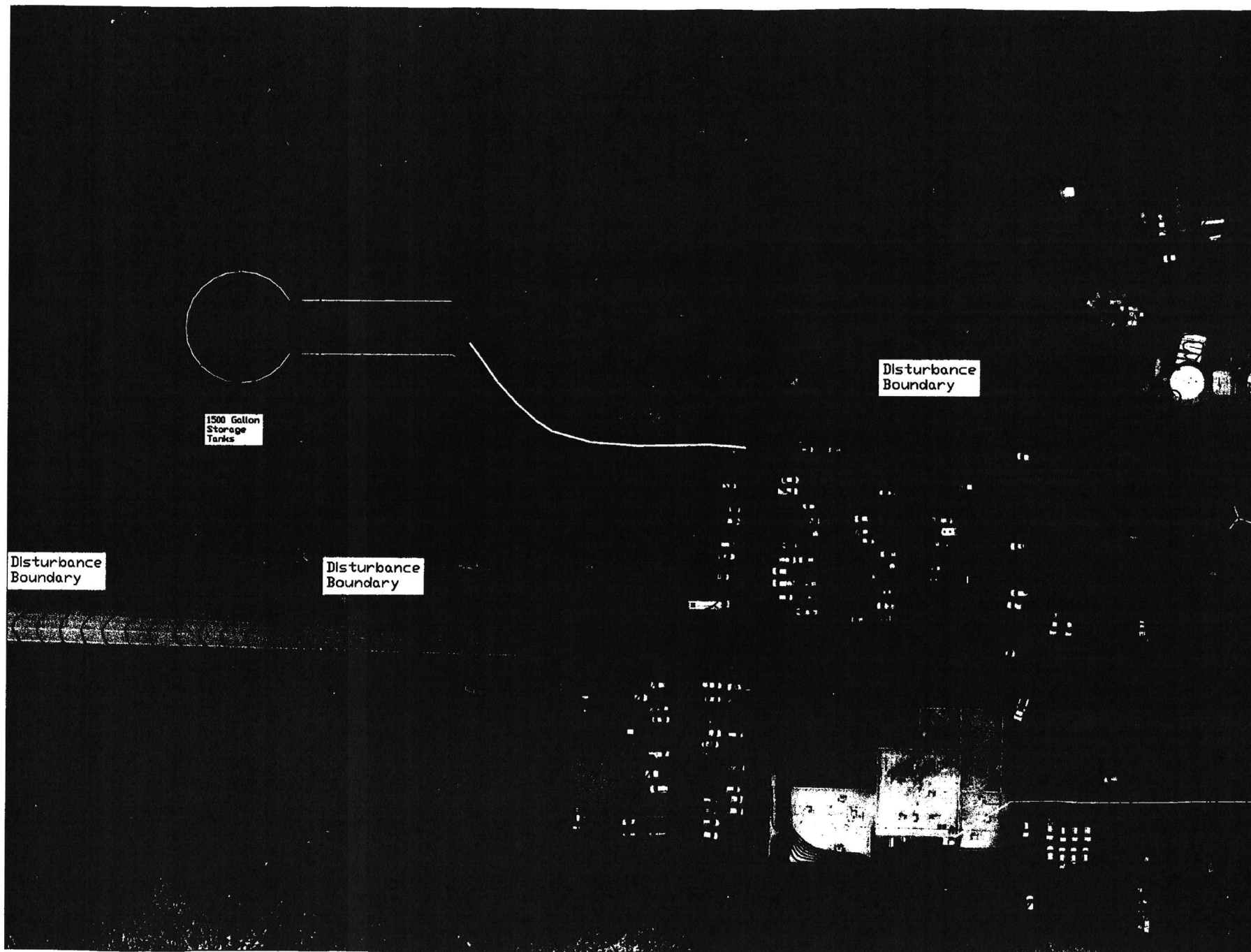


1500 Gallon
Storage
Tanks

Disturbance
Boundary

Disturbance
Boundary

Disturbance
Boundary





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

No. T- T 23-01

APPLICATION FOR TEMPORARY USE

Applicant: Trapper Mining Inc. Phone #: 970-826-6112

Email Address: Kristara.mielke@trappermine.com

Address: 25910 Hwy 13, Craig CO 81625

Owner: Trapper Mining Inc. Phone #: 970-826-6112

Address: same

Agent: Kristara Mielke Phone #: 970-826-6112

Address: PO Box 187, Craig CO 81626

Acreage: _____ Zoned: _____

Legal Description: Section: _____ Township: _____ Range: _____ Address: _____

Driving Directions: _____

Type of Water System: Public () Private (X) Existing ()

Type of Sewage System: Public () Private (X) Existing ()

Describe in detail the type of use desired: 10 RV Hookup sites

Time Limit: () 2 weeks () 2 months () 6 months (X) 12 months

Include a map showing the general location of the property, roads and easements in relation to the proposed Temporary Use. The map should include at least a 200 feet perimeter and show access to the property from a public road.

The below signed authorizes the Moffat County Planning Director or their designee to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed temporary use.

Applicant Signature: [Signature] CFO Date: 6/26/23
Agent Signature: [Signature] Date: 6/26/23

Where a septic system is required, the Temporary Use Application may be approved after the septic system is installed and the Septic Permit approved. A Septic Permit may be obtained from the Moffat County Building Department. Contact (970) 824-9149.

If a septic system is not put in, all sewage and trash must be hauled off site.

Where a new or improved driveway is to be constructed, the Temporary Use Application may be approved after the County driveway permit has been obtained. Please contact the Moffat County Road and Bridge Department at (970) 824-3211 to obtain a driveway permit.

The applicant and/or owner is responsible for ensuring that all applicable property development standards for the zone district are complied with.

The approval of a Temporary Use is considered a very subjective judgment call and the Planning Department will refer those applications which present possible safety hazards, traffic or parking problems, aesthetic or environmental concerns, or which may be perceived as controversial by the general public to an open hearing before the County Commissioners.

Temporary Uses are approved for a specified period of time. Up to two extensions may be approved upon request when circumstances warrant.

COUNTY APPROVAL:

- () Septic Permit approved _____
() Driveway Permit approved _____
() Approved with the conditions as follows: _____

Planning Director

Date

[illegible]

Map B-

road

533100901

George W. Teter
Cumback

Fred W Teter Jr
035533103001
Revocable Trust

035533106001
Andrew Family
Trust

035533104901

Moffat County

035533104901

Moffat County

035533105001
57 Beckett

57
Beckett

57
Beckett

Ann F. Hedges
0355-331-00-032

5

Harold L & Barbara J
Gilbert
0355-334-00-006

Harold L & Barbara J
Gilbert
035533400002

Harold L &
Barbara J Gilbert
035533400003

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 8th day of August 2023 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and **Commercial Specialists, Inc.** ("Contractor"), whose address is 601 Mulberry Street Grand Junction CO 81501 and whose telephone number is 970-241-0268.

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

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

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

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

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to replace fire control system at the Moffat County Public Safety center located at 800 W. 1st Street Craig, CO 81625 as described in the attachments below.

Exhibit "A" Commercial Specialist, Inc Quote # 221114 from Timothy Ward submitted 6/27/2023

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence 8/8/2023, and shall be substantially completed on or before 12/31/2023, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Eighty-two thousand two hundred and ten dollar and seventeen cents (\$82,210.17) subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 – Payment procedures

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

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

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

Article 5 - Records, Reports, and Information.

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

Article 6 - Audits and Inspections.

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

Article 7 - Independent Contractor.

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

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

Article 8 - No Assignment.

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

Article 9 - Compliance with Laws.

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

Article 10 - Indemnification.

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

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

Article 11 - Bonding

11.1 Any contract that is in excess of \$50,000.00, is required to provide 50 percent (50%) of the contract amount coverage in Performance Bond and Payment Bond as required by Colorado Revised Statutes 38-26-106. The bond must be with surety companies satisfactory to Moffat County. In addition, each surety company shall be admitted and licensed to do business in the State of Colorado.

A. Performance Bond - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to Moffat County in an amount at least equal to fifty (50%) percent of the contract amount as security for faithful performance of this contract. Moffat County shall be obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Colorado. The Surety shall be acceptable to Moffat County.

B. Payment Bond - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to Moffat County in an amount at least equal to fifty (50%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Colorado. The Surety shall be acceptable to Moffat County.

C. Performance and Payments Bonds shall be submitted to the Moffat County Attorney, at least ten (10) days prior to the commencement of work covered under the contract.

11.2 Additional or Substitute Bond - If at any time Moffat County, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from Moffat County, substitute an acceptable bonds(s) in such forms and sum and signed by such other Surety as may be satisfactory to Moffat County. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Moffat County Payment for work performed or goods sold to Moffat County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods. Any discount allowed by the Contractor for prompt payment, etc., must be reflected in the contract amount

Article 12 - Insurance.

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

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

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

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

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

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

Article 13 - 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 14 - Inspections, corrections, removal, or acceptance of defective work

14.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 14. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

14.02 Acknowledgement of Notice by Contractor

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

14.03 BOCC May Stop the Work

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

14.04 Correction or Removal of Defective Work

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

14.05 Correction Period

A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

14.06 Acceptance of Defective Work

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

14.07 BOCC May Correct Defective Work

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

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

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 14.07

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

Article 15 Termination for Cause.

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

15.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - Notices.

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

BOCC's Representative:

Tony Bohrer
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Contractor:

Commercial Specialists, Inc.
601 Mulberry Street

Grand Junction CO 81501

Article 22 - 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 23 - 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 24 - 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 25 - 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 26 - Integration of Understanding.

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

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

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
CSI-Commercial Specialist, Inc- Timothy Ward

By: _____
Click here to enter text.

STATE OF COLORADO)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT:** *(Name and address)*Moffat County Courthouse
1198 West Victory Way
Craig, CO 81625**CONTRACT INFORMATION:**

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 007

Date: September 28, 2021

Date: August 4, 2023

OWNER: *(Name and address)*Moffat County, Colorado
221 West Victory Way Suite 130
Craig, CO 81625**ARCHITECT:** *(Name and address)*TreanorHL
1755 Blake Street, Suite 400
Denver, CO 80202**CONTRACTOR:** *(Name and address)*B H, Inc.
1175 East 2000 South,
Vernal, UT 84078**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCO #112 - Winter Conditions	\$229,228.86
PCO #113-R2 - Field Directive Items	\$298,291.02
PCO #116 - Door Changes 1904A & 1904B Changes.....	\$6,610.26
PCO #118 - Exhaust Fan	\$3,194.13
PCO #119 - Water Way Expansion	\$6,310.48
PCO #120 - Additional Landscaping	\$1,957.58
PCO #121 - Valley Pan	\$79,992.00

The original Contract Sum was	\$	18,535,618.00
The net change by previously authorized Change Orders	\$	3,014,703.26
The Contract Sum prior to this Change Order was	\$	21,550,321.26
The Contract Sum will be increased by this Change Order in the amount of	\$	625,584.33
The new Contract Sum including this Change Order will be	\$	22,175,905.59

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be September 1, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TreanorHL

ARCHITECT *(Firm name)***SIGNATURE**

T. Andrew Pitts, Principal

PRINTED NAME AND TITLE

August 4, 2023

DATE

B.H. Inc.

CONTRACTOR *(Firm name)***SIGNATURE****PRINTED NAME AND TITLE****DATE**

Moffat County, Colorado

OWNER *(Firm name)***SIGNATURE****PRINTED NAME AND TITLE****DATE**



August 8, 2023

Colorado Office of Just Transition
Colorado Department of Labor and Employment
633 17th Street, Suite 201
Denver, CO 80202-3660
Delivered Via Email: Kirstie.Mcpherson@state.co.us

Re: Northwest Colorado Energy Initiative Grant Application

To Whom It May Concern:

The Moffat County Board of County Commissioners offers its support of the Northwest Colorado Energy Initiative grant application for community engagement. Moffat County believes the Northwest Colorado Energy Initiative compliments the Colorado Energy Office's feasibility study regarding various energy solutions for Colorado, required by HB 23-1247.

The grant will assist coal transition communities through surveys, educational outreach, and preparation for new energy economies across Colorado.

If you have any questions about the Moffat County's Commissioner's support for the Northwest Colorado Energy Initiative grant, please don't hesitate to contact us.

Respectfully,

Tony Bohrer, Chair
Commissioner District 1

Melody Villard
Commissioner District 2

Donald Broom
Commissioner District 3

Cc: Tiffany Dickenson: tiffany@agnc.org

Office of the County Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517 Office
(970) 824-9191 Facsimile
Website: <https://moffatcounty.colorado.gov>

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3